

Regular Business Meeting
Tuesday, November 9, 2021 5:30 PM

Board Assembly Room
1250 West Broadway Avenue
Minneapolis, Minnesota 55411

Agenda

- 1) Call to Order and Roll Call
- 2) Adoption of the Agenda
- 3) Acceptance of Minutes
 - a. October 12, 2021
- 4) Public Comments
- 5) Reports and Recommendations from the Superintendent of Schools
 - a. Comprehensive District Design Update
 - b. Metro Urban Indian Directors (MUID) Phillips Indian Educators (PIE) Memorandum of Agreement
 - c. Strategic Plan Development
- 6) Action Items by the Board of Education
 - a. Approval of the Consent Agenda
 1. Personnel Items
 - a. Approval of List A personnel matters (2021-11-ER-A)
 - b. Approval of List B personnel matters (2022-11-ER-B)
 2. Contracts
 - a. Amendment to contract 2021-13352 with Airport/Airline Taxi Cab Corp
 - b. Amendment to contract 2021-13345 with Bille Bus Transportation, Inc
 - c. Contract with BSN SPORTS INC DBA US GAMES (2021-4400001221)
 - d. Amendment to contract 2019-4400000223 with the City of Minneapolis
 - e. Contract with GOPHER SPORT INC (2021-4400001220)
 - f. Amendment to contract 2021-4400001096 with Groves Academy
 - g. Amendment to contract 2021-13353 with Maertens-Brenny Construction Co.
 - h. Amendment to contract 2021-13358 with Metropolitan Transportation Network
 - i. Amendment to contract 2021-13298 with Miller Dunwiddie Architecture
 - j. Contract with NASCO (2021-4400001222)
 - k. Contract with Sand Creek (2021-xxxxxxxxxx)
 - l. Contract with Schwab Vollhaber Lubratt Inc (2021-13346)
 - m. Contract with Sheehy Construction (2021-13340)
 - n. Contract with Sunbelt Staffing LLC (2021-4400001206)
 3. Resolutions
 - a. Authorizing application to the Hennepin Youth Sports Grant Program for Andersen United Middle School Gym
 - b. Approval of 2021-2022 Collective Bargaining Agreement with International Association of Machinists and Aerospace Workers, Lodge 77

- c. Approval of the 2021-2023 Collective Bargaining Agreement Between Special School District No. 1, and Association of Minneapolis School District Professional Employees
 - d. Approval of the 2021-2023 Collective Bargaining Agreement Between Special School District No. 1, and Minneapolis Association of Administrators and Supervisors
 - e. Approval of the 2021-2023 Collective Bargaining Agreement Between Special School District No. 1, and Minneapolis Association of Confidential Administrators
 - f. Approval of the 2020-2022 Collective Bargaining Agreement Between Special School District No.1, and Service Employee International Union, Local 284
 - g. Authorizing a Regular COVID-19 Testing Requirement for Participation in High School Athletics
 - h. Resolution Regarding the Proposed Amendment to the Education Clause of the Minnesota Constitution
 - i. Authorization, Issuance, and Awarding of Bond Sales (Series 2021B, 2021C, and 2021D)
 - 1. Resolution 2021B
 - 2. Resolution 2021C
 - 3. Resolution 2021D
- 7) New Business
 - 8) Reports from Board of Education Directors
 - 9) Adjournment

Minneapolis Public Schools – Board of Education
Special School District No. 1
Regular Business Meeting
October 12, 2021

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 in a regular meeting at the John B. Davis Educational Services Center October 12, 2021, commencing at 5:31 pm. Chair Ellison called the meeting to order.

I. ROLL CALL

Present: Directors: Siad Ali, Jenny Arneson, Kimberly Caprini (5:36 pm), Adriana Cerrillo, Sharon El-Amin, Kim Ellison, Nelson Inz, Ira Jourdain, Josh Pauly, Student Representative Ghebremeskal, Superintendent Ed Graff – 11

II. PRESENTATION OF FLAGS FROM THE FEDERALLY RECOGNIZED TRIBES WITHIN MINNESOTA

III. APPROVAL OF THE AGENDA

MOTION: Director Arneson moved, seconded by Director Jourdain that the Board of Education, Special School District No. 1, approve the Agenda for October 12, 2021. Motion to approve the agenda was put to a vote and carried unanimously.

IV. ACCEPTANCE OF MINUTES

MOTION: Director Pauly moved, seconded by Director Arneson that the Board of Education, Special School District No. 1, approve the Minutes for September 14, 2021. Motion to approve the Minutes was put to a vote and carried out unanimously.

V. PUBLIC COMMENTS

Both in person Public Comments and pre-recorded Public Comments were heard

VI. REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS

- a. Transportation Update
- b. School Calendar Development Parameters

VII. POLICY COMMITTEE REPORTS

VIII. 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.

1. *Personnel Items*
 - a) *Personnel List A*

- b) *Personnel List B*
- 2. *Contracts Requiring Board of Education Approval*
 - a. *Amendment to contract 2021-13251 with Amerigas Propane PL*
 - b. *Amendment to contract SRM-4400001027 with English Learning Center*
 - c. *Amendment to contract 2021-13315 with Great Lake Transportation*
 - d. *Contract with Homeland Health Specialist Inc (2021-13329)*
 - e. *Amendment to contract 2021-SRM-4400001037 with Learning In Style*
 - f. *Amendment to contract 2021-13257 with Maertens-Brenny Construction Co*
 - g. *Contract with Minnehaha Transportation (2021-13324)*
 - h. *Amendment to contract SRM-4400000655 with RICOH*
 - i. *Amendment to contract 2021-SRM 4400001026 with Riverside Plaza Tenants Association*
 - j. *Amendment to contract 2021-SRM 4400001028 with Somali Success School*
 - k. *Amendment to contract 2021-SRM-4400001024 with Summit Academy*
 - l. *Contract with Veritiv Operating Company (2021-13110)*
 - m. *Contract with Wide Area Transportation Services Inc (WATSI) (2021-13316)*
 - n. *Amendment to contract 2021-13310 with Wold Architects and Engineers*
- 3. *Agreements*
 - a. *Lease Agreement with Minneapolis Fabric*

MOTION: Director Caprini moved, seconded by Director Jourdain, 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 vote and carried out unanimously.

b. RESOLUTION RELATING TO THE STATE CREDIT ENHANCEMENT PROGRAM – ATTACHMENT 1

MOTION: Director Caprini moved, seconded by Director El-Amin, that the Board of Education, Special School District No. 1, approve the Resolution relating to the State Credit Enhancement Program. The motion to approve the resolution was put to a vote and carried out unanimously.

c. RESOLUTION RELATING TO GENERAL OBLIGATION LONG-TERM FACILITIES MAINTENANCE BONDS – ATTACHMENT 2

MOTION: Director Caprini moved, seconded by Director Jourdain, that the Board of Education, Special School District No. 1, approve the Resolution relating to general obligation Long-Term Facilities Maintenance Bonds. The motion to approve the resolution was put to a vote and carried out unanimously.

d. REVISION OF POLICY 3270 (SALES AND LEASES OF REAL PROPERTY) – ATTACHMENT 3

MOTION: Director Pauly moved, seconded by Director Caprini, that the Board of Education, Special School District No. 1, approve the Revision of Policy 3270.

The motion to approve the revision was put to a vote and carried out unanimously.

e. ADOPTION OF POLICY 8114 (BOARD ELECTION DISTRICTS) – ATTACHMENT 4

MOTION: Director Pauly moved, seconded by Director Inz, that the Board of Education, Special School District No. 1, approve the Adoption of Policy 8114. The motion to approve the Policy was put to a vote and carried out unanimously.

f. REVISION OF POLICIES 4200 (PERSONNEL DATA) AND 5690 (STUDENT DATA) – ATTACHMENT 5

MOTION: Director Pauly moved, seconded by Director Jourdain, that the Board of Education, Special School District No. 1, approve the Revision of Policies 4200 and 5690. The motion to approve the revisions was put to a vote and carried out unanimously.

IX. NEW BUSINESS

- a. Authorizing a Regular COVID-19 Testing Requirement for Participation in High School Athletics
- b. Summary of 2020-2021 Superintendent Evaluation
- c. Authorization to begin negotiations for a Superintendent contract extension

MOTION: Director Ellison moved, seconded by Director Arneson, that the Board of Education, Special School District No. 1, authorize to begin negotiations for a Superintendent contract extension. The motion to approve the contract negotiations was put to a vote and carried out by majority.

Director	Yay	Nay
Arneson	X	
El-Amin		X
Ali		X
Cerrillo		X
Inz	X	
Jourdain	X	
Caprini	X	
Pauly		X
Ellison	X	

- X. REPORTS FROM BOARD OF EDUCATION DIRECTORS**
Remarks given by Caprini, Ghebremeskal, Jourdain, Graff, Ellison

XI. ADJOURNMENT

MOTION: Director Ellison moved, seconded by Director Arneson that the Board of Education, Special School District No. 1, adjourn the meeting at 7:32 p.m. The motion to adjourn was put to a vote and carried out unanimously.

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 affirmative vote of a majority of the members of the Board of Education of the District at a lawful meeting duly called and held on October 12, 2021, 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 October, 2021.

School District Clerk

RESOLUTION RELATING TO DEBT OBLIGATIONS UNDER MINNESOTA STATUTES, SECTION 126C.55, AS AMENDED; PROVIDING FOR EXECUTION OF DOCUMENTS RELATED TO THE CREDIT ENHANCEMENT THEREOF TO PROVIDE FOR STATE PAYMENT OF DEBT OBLIGATIONS UPON POTENTIAL DEFAULT

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

Section 1. State Credit Enhancement Program

1.01. The District hereby covenants and obligates itself to notify the Commissioner of Education of the State of Minnesota of any potential default in the payment of the principal of or interest on all “debt obligations” (as such term is defined in Minnesota Statutes, Section 126C.55 (the “State Payment Law”)) hereafter issued by the District as credit enhanced under the State Payment Law (collectively, the “Obligations”) and to use the provisions of the State Payment Law to guarantee (to the extent provided therein) payment of the principal of and interest on the Obligations when due. The District further covenants to deposit with the Registrar selected for a particular series of Obligations not less than three business days prior to each interest and principal payment date for the Obligations an amount sufficient to make that payment or to notify the Commissioner of Education as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Registrar shall be required to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal of and interest on the Obligations at maturity or, if on the date two business days prior to maturity, there are insufficient funds on deposit with the Registrar to pay the Obligations in full at maturity. The Registrar shall be required to cooperate with the District, the Commissioner of Education and the Commissioner of Management and Budget in implementing the provisions of the State Payment Law. In the event that amounts sufficient to make any such interest or principal payment are held by an escrow or paying agent and invested as authorized by Minnesota Statutes, Chapter 475, and such escrow or paying agent is required to use proceeds from such investment to pay to the Registrar the amount necessary to pay such interest or principal on such payment date, then the requirements of the State Payment Law relating to the deposit of such amounts with the Registrar prior to the payment date of such interest or principal shall be deemed satisfied and neither the District nor the Registrar shall be required to notify the Commissioner of Education that insufficient funds are available to pay such interest or principal on such payment date. The District shall do all other things which may be necessary to perform the obligations hereby undertaken under the State Payment Law with respect to the Obligations, including any requirements hereafter adopted by the Commissioner of Education or the Commissioner of Management and Budget.

1.02. The Senior Financial Officer of the District, the Executive Director of Finance, or the Manager of Accounting and Finance, or any authorized designee thereof, is hereby authorized to prepare (or cause to be prepared) and execute any applicable Minnesota Department of Education forms relating to the State Payment Law in connection with any issuance of Obligations.

1.03. Notwithstanding the covenants and obligations of the Board hereby approved, the Board shall include in each resolution of the Board hereafter adopted to authorize the sale and issuance of Obligations, provisions substantially in the form of the provisions set forth in Section 1.01 hereof.

[END OF RESOLUTION]

DRAFT

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 affirmative vote of a majority of the members of the Board of Education of the District at a lawful meeting duly called and held on October 12, 2021, 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 October, 2021.

School District Clerk

RESOLUTION RELATING TO GENERAL OBLIGATION LONG-TERM FACILITIES MAINTENANCE BONDS; DECLARING INTENT TO ISSUE BONDS TO FINANCE A FACILITIES PLAN; PROVIDING FOR APPROVAL OF THE PLAN AND APPROVAL OF BONDS BY THE COMMISSIONER OF EDUCATION; AND AUTHORIZING THE PUBLICATION OF NOTICE

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 and Approval

1.01. The District is authorized, pursuant to Minnesota Statutes, Section 123B.595 and Chapter 475, to borrow money by the issuance of its general obligation long-term facilities maintenance bonds. This Board hereby determines that it is necessary and desirable and in the best interest of the District to issue a series of general obligation long-term facilities maintenance bonds (the “Bonds”), pursuant to Minnesota Statutes, Section 123B.595 and Chapter 475. The District will issue the Bonds to finance approximately \$39,934,590 of projects throughout the District as described in the District’s ten-year facilities plan (the “Plan”) heretofore adopted by this Board.

1.02. The Plan has been submitted to the Commissioner of the Department of Education of the State of Minnesota (the “Commissioner of Education”) for approval as required by Minnesota Statutes, Section 123B.595, subdivision 4, and such approval has been or will be received prior to the date on which the Bonds will be issued.

Section 2. Notice

2.01. The officers and employees of the District are hereby authorized and directed to cause notice of the intended projects, the amount of the facilities maintenance bonds to be issued, and the total amount of the District’s indebtedness to be published in a legal newspaper of general circulation in the District as required by Minnesota Statutes, Section 123B.595, subdivision 5.

[END OF RESOLUTION]

MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2021-0039

RESOLUTION AMENDING POLICY 3270

WHEREAS, The Board's Policy Committee has recommended the proposed changes.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors, Special School District No. 1 (Minneapolis Public Schools) adopts the changes as follows:

SECTION 1: AMENDMENT "Policy 3270: Sales And Leases Of Real Property" of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 3270: Sales And Leases Of Real Property

1. PURPOSE

The purpose of this policy is to establish the rules and procedures to be followed in the event that the Board approves a sale or lease of District real property.

2. GENERAL STATEMENT OF POLICY

- a. All sales or leases shall be accomplished in accordance with all legal requirements.
- b. Leases of District real property shall be in writing, and shall specify the costs to be borne by the lessee under the lease.
- c. Leases of District real property should be limited to those real properties or portions of real properties that are not needed for school purposes, or for portions of District property if the proposed lease does not interfere with the educational programs operated by the District on the property.

3. RESPONSIBILITY

- a. The Superintendent shall bring recommendations for the sale or lease of District property to the Board for approval.
- b. The Superintendent is authorized to promulgate regulations for the implementation of this policy.
- c. The Superintendent shall promulgate a regulation including a process for the disposition of surplus facilities.

Original Adoption:

04/25/1967

Revision Dates:

11/09/1971, 10/30/1990, 05/26/2009

Legal References:

- Minn. Stat. §123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)

MPS Policy References:

- Regulation 3270 A (Definitions and Proceeds)

PASSED AND ADOPTED BY THE MINNEAPOLIS PUBLIC SCHOOLS BOARD OF DIRECTORS _____.

	AYE	NAY	ABSENT	ABSTAIN
Arneson	_____	_____	_____	_____
Ali	_____	_____	_____	_____
Caprini	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Inz	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____
Pauly	_____	_____	_____	_____

Presiding Officer

Attest

Kim Ellison, Chair, Minneapolis
Public Schools

Josh Pauly, Clerk, Minneapolis Public
Schools

MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2021-0038

RESOLUTION ADOPTING POLICY 8114

WHEREAS, The Board's Policy Committee has recommended the proposed changes.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors, Special School District No. 1 (Minneapolis Public Schools) adopts the changes as follows:

SECTION 1: **ADOPTION** "Policy 8114: School Board Election Districts" of the Minneapolis Public Schools Policies & Regulations is hereby *added* as follows:

ADOPTION

Policy 8114: School Board Election Districts(*Added*)

1. PURPOSE

The purpose of this policy is to establish parameters for School Board election districts.

2. GENERAL STATEMENT OF POLICY

- a. The School Board shall consist of six members elected by district and three members elected at-large
- b. The School Board election districts shall be designated by number. Three districts shall have odd numbers and three districts shall have even numbers.
- c. Each election district must be as equal in population as practicable and must be composed of compact, contiguous territory.
- d. The election districts shall correspond to the Minneapolis Park and Recreation Board election districts.
- e. When districts are redrawn following a census, members continue to serve until the expiration of the term to which they were elected.
- f. A candidate for school board must file an affidavit of candidacy to be elected as a school board member for the election district where the candidate resides or for one of the at-large seats. A candidate must indicate on the affidavit the number of the district from which the candidate seeks election, or if applicable, that the candidate seeks one of the offices elected at-large.

PASSED AND ADOPTED BY THE MINNEAPOLIS PUBLIC SCHOOLS BOARD OF DIRECTORS _____.

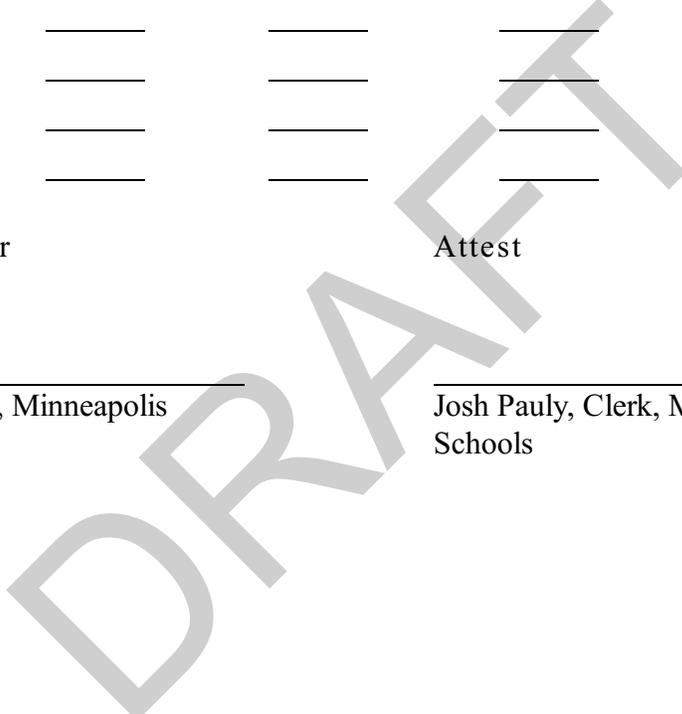
	AYE	NAY	ABSENT	ABSTAIN
Arneson	_____	_____	_____	_____
Ali	_____	_____	_____	_____
Caprini	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Inz	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____
Pauly	_____	_____	_____	_____

Presiding Officer

Attest

Kim Ellison, Chair, Minneapolis
Public Schools

Josh Pauly, Clerk, Minneapolis Public
Schools



MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2021-0052

RESOLUTION AMENDING POLICIES 4200 AND 5690

WHEREAS, The Board's Policy Committee has recommended the proposed changes

NOW THEREFORE BE IT RESOLVED, that the Board of Directors, Special School District No. 1 (Minneapolis Public Schools) adopts the changes as follows:

SECTION 1: AMENDMENT "Policy 4200: Personnel Data" of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 4200: Personnel Data

1. **PURPOSE**

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its employees, volunteers, independent contractors, and applicants ("personnel"). ~~personnel.~~

2. **GENERAL STATEMENT OF POLICY**

- a. All data on individuals collected, created, received, maintained or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.
- b. All other data on individuals is private or confidential

3. **DEFINITIONS**

- a. "Public" means that the data is available to anyone who requests it.
- b. "Private" means the data is not public and is available accessible only to the following: the subject of the data, as limited by any applicable state or federal law; individuals within the school district whose work assignments reasonably require access; entities and agencies as determined by the responsible authority who are authorized by law to gain access to that specific data; and entities or individuals given access by the express written direction of the data subject. ~~and to school district staff who need it to conduct the business of the school district.~~
- c. "Confidential" means the data is are not public and are not available accessible to the subject.
- d. "Parking space leasing data" means the following government data on an application for, or lease of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.

- e. “*Personnel data*” means government data on individuals maintained because they are or were employees ~~of the school district~~, applicants for employment, or volunteers or independent contractors for the school district, ~~or members of or applicants for an advisory board or commission~~. Personnel data include data submitted by an employee to the school district ~~by an employee~~ as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations. ~~An employee who is identified in a suggestion shall have access to all data in the suggestion except the identity of the employee making the suggestion.~~
- f. “*Finalist*” means an individual who is selected to be interviewed by the appointing authority prior to selection.
- g. “*Protected health information*” means individually identifiable health information as defined in 45 C.F.R. § 160.103 that is transmitted in electronic form by a school district acting as a by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium by a health care provider, in connection with a transaction covered by 45 C.F.R. Parts 160, 162 and 164. “Protected health information” excludes individually identifiable health information in education records covered by the ~~federal~~ Family Educational Rights and Privacy Act, ~~and~~ employment records held by a school district in its role as employer; and records regarding a person who has been deceased for more than fifty (50) years.
- h. “*Public officials*” means business managers; human resource directors; athletic directors whose duties include at least fifty (50) percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals.

4. PUBLIC PERSONNEL DATA

- a. The following information on current and former employees, ~~including~~ volunteers and independent contractors of the school district, is public:
- i. name;
 - ii. employee identification number, which may not be the employee’s ~~s~~Social ~~s~~Security number;
 - iii. actual gross salary;
 - iv. salary range;
 - v. terms and conditions of employment relationship;
 - vi. contract fees;
 - vii. actual gross pension;
 - viii. the value and nature of employer-paid fringe benefits;
 - ix. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
 - x. job title;
 - xi. bargaining unit;
 - xii. job description;
 - xiii. education and training background;

- xiv. previous work experience;
 - xv. date of first and last employment;
 - xvi. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
 - xvii. the final disposition of any disciplinary action, as defined in ~~Minnesota Statutes~~ §section 13.43, ~~Ssubdivision~~ 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;
 - xviii. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
 - xix. work location;
 - xx. work telephone number;
 - xxi. badge number;
 - xxii. work-related continuing education;
 - xxiii. honors and awards received; and
 - xxiv. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.
- b. The following information on current and former applicants for employment by the school district is public:
- i. veteran status;
 - ii. relevant test scores;
 - iii. rank on eligible list;
 - iv. job history;
 - v. education and training; and
 - vi. work availability.
- c. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when they applicants are considered by the school board to be-become finalists for anpublic employment position.
- d. Applicants for appointment to a public body.
- i. Data about applicants for appointment to a public body collected by the school district as a result of the applicant's application for employment are private data on individuals except that the following are public:
 - (1) name;
 - (2) city of residence, except when the appointment has a

residency requirement that requires the entire address to be public;

- (3) education and training;
- (4) employment history;
- (5) volunteer work;
- (6) awards and honors;
- (7) prior government service;
- (8) any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minn.~~esota~~ Stat.~~utes~~ ~~§~~ section 15.0597; and
- (9) veteran status.

ii. Once an individual is appointed to a public body, the following additional items of data are public:

- (1) residential address;
- (2) either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;
- (3) first and last dates of service on the public body;
- (4) the existence and status of any complaints or charges against an appointee; and
- (5) upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.

iii. Notwithstanding paragraph 2., any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

e. Regardless of whether there has been a final disposition as defined in Minn.~~esota~~ Stat.~~utes~~ ~~§~~ section 13.43, ~~S~~subdivision: 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minn.~~esota~~ Stat.~~utes~~ ~~§~~ section 13.43, ~~S~~subdivision: 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.

f. Data relating to a complaint or charge against a public official is public only if: ~~(+)~~ the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or ~~(-)~~ potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement.

Data that is classified as private under another law is not made public by this provision.

5. PRIVATE PERSONNEL DATA

- a. All other personnel data not listed in Section 4 are private ~~and will only be shared with school district staff whose work requires such access. Private data will not be otherwise released unless authorized by law or by the employee's informed written consent.~~
- b. Data pertaining to an employee's dependents are private data on individuals.
- c. Data created, collected or maintained by the school district to administer employee assistance programs are private.
- d. Parking space leasing data with regard to data on individuals are private.
- e. An individual's checking account number is private when submitted to a government entity.
- f. Personnel data may be disseminated to labor organizations to the extent the ~~school district~~ responsible authority determines ~~it is~~ the dissemination is necessary for the labor organization to conduct ~~its business~~ elections, notify employees of fair share fee assessments and implement the provisions of Minnesota Statutes chapters 179 and 179A. Personnel data shall be disseminated to labor organizations and the Bureau of Mediation Services ("BMS") to the extent the dissemination is ~~or when~~ ordered or authorized by the Commissioner of the ~~BMS Bureau of Mediation Services.~~
- g. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.
- h. The school district may, if ~~the~~ its responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
 - i. the person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
 - ii. a pre-petition screening team conducting an investigation of the employee under Minn-~~esota~~ Stat:utes §section 253B.07, Ssubdivision: 1; or
 - iii. a court, law enforcement agency, or prosecuting authority.
- i. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of ~~such~~ a crime or alleged crime committed by an employee.
- j. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.
- k. ~~To the extent as allowed by federal law, w~~ When allegations of sexual or other types of harassment are made against an employee, the employee ~~shall~~ does

not have access to data that would identify the complainant or other witnesses if the ~~school district~~ responsible authority determines that the employee's access to that data would:

- i. threaten the personal safety of the complainant or a witness; or
- ii. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.

- l. The school district ~~shall~~ must ~~make any~~ report to the Minnesota Professional Educator Licensing and Standards Board ("PELSB") or the ~~state board of education~~ Board of School Administrators ("BOSA"), whichever has jurisdiction over the teacher's or administrator's license as required by ~~Minnesota Statutes~~ Minnesota Statutes ~~section~~ section 122A.20, ~~Subdivision~~ Subdivision 2, and shall, upon written request from the licensing board having jurisdiction over ~~a teacher's~~ license, provide the licensing board with information about the teacher or administrator from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with ~~Minnesota Statutes~~ Minnesota Statutes ~~section~~ section 122A.20, ~~Subdivision~~ Subdivision 2.
- m. Private personnel data shall be disclosed to the ~~Department of Employment and Economic Development~~ Department of Employment and Economic Development ~~security~~ for the purpose of administration of the unemployment insurance program under ~~Minnesota Statutes~~ Minnesota Statutes ~~Chapter~~ Chapter 268.
- n. When a report of alleged maltreatment of a student in an elementary, middle, or high school is made to the Commissioner of the Minnesota Department of Education ("MDE") under Minnesota Statutes Chapter 260E, data that are relevant and collected by the school facility about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of informing ~~providing information to a~~ parent, legal guardian, or custodian of a child in accordance with MDE Screening Guidelines, ~~that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.~~
- o. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if
 - i. an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or
 - ii. the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must

release private personnel data about the employee's alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minnesota Statutes Chapter 13.

Data that are released under this paragraph must not include data on the student.

- p. ~~The identity of an employee making a suggestion as part of an organized self-evaluation effort by the school district to cut costs, make the school district more efficient, or to improve school district operations is private.~~ Data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or improve the school district operations is private data. An employee who is identified in a suggestion, however, shall have access to all data in the suggestion except the identity of the employee making the suggestion.
- q. Protected Health information, as defined in 45 C.F.R. Parts 160 and 164, on employees is private and will not be disclosed except as permitted or required unless otherwise provided by law. ~~To the extent that the school district transmits protected health information, the school district will comply with all privacy requirements.~~
- r. Personal home contact information for employees may be used by the school district to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of school district operations and may be shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.
- s. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.
- t. When a continuing contract teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual offenses involving a child as set forth in Minnesota Statutes, section 122A.40, subdivision 13(b), ~~abuse~~ or when the Commissioner of the ~~Minnesota Department of Education (MDE)~~ makes a final determination of child maltreatment involving a teacher under Minnesota Statutes section 260E.21, subdivision 4 or 260E.35, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary

action or the final maltreatment determination, consistent with the definition of public data under Minn.~~esota~~ Stat.~~utes~~§ section 13.41, ~~S~~subdivision: 5, and must provide ~~PELSB~~the Minnesota Professional Educator Licensing and Standards Board and the licensing division at MDE with the necessary and relevant information to enable ~~PELSB and the Minnesota Professional Educator Licensing and Standards Board~~ and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minn.~~esota~~ Stat.~~utes~~§ section 123B.03, a school board or other school hiring authority must contact ~~the Minnesota Professional Educator Licensing and Standards Board~~PELSB and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

6. MULTIPLE CLASSIFICATIONS

If data on individuals are classified as both private and confidential by Minn.~~esota~~ Stat.~~utes~~: ~~Chapter~~: 13, or any other state or federal law, the data are private.

7. CHANGE IN CLASSIFICATIONS

The school district shall change the classification of data in its possession if it is required to do so to comply with ~~other~~either judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

8. RESPONSIBLE AUTHORITY

The responsible authority, or a school district employee if so designated, shall serve as the school district's data practices compliance official and, as such, shall be the employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

Contact for the responsible authority ~~responsible~~ for personnel data can be found at: <https://board.mpls.k12.mn.us/publicdatarequests>.

Legal References: ~~(TO BE UPDATED UPON ADOPTION)~~~~Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)~~~~Minn. Stat. § 13.02 (Definitions)~~~~Minn. Stat. § 13.37 (General Nonpublic Data)~~~~Minn. Stat. § 13.39 (Civil Investigation Data)~~~~Minn. Stat. § 13.43 (Personnel Data)~~~~Minn. Stat. § 13.601, Subd. 3 (Elected and Appointed Officials)~~~~Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)~~~~Minn. Stat. § 122A.40, Subds. 13 and 16 (Employment; Contracts; Termination)~~~~Minn. Stat. § 626.556, Subd. 7 (Reporting of Maltreatment of Minors)~~~~P.L. 104-191 (HIPAA)~~~~45 C.F.R. Parts 160 and 164 (HIPAA Regulations)~~

SECTION 2: AMENDMENT “Policy 5690: Student Data” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 5690: Student Data

1. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

2. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 U.S.C. § 1232g, et seq., (Family Educational Rights and Privacy Act (FERPA)) 34 C.F.R. Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, ~~Minnesota Statutes Chapter~~ 13, and ~~Minnesota Rules Parts~~ 1205.0100-1205.2000.

3. DEFINITIONS

- a. “*Authorized representative*” means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.
- b. “*Biometric record*,” as referred to in “*Personally Identifiable*,” means a record of one or more measurable biological or behavioral characteristics that can be used for ~~authorized~~automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voice-prints, DNA sequence, facial characteristics, and handwriting).
- c. “*Dates of attendance*,” as referred to in “*Directory Information*,” means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, videoconference, satellite, ~~i~~Internet, or other electronic information and telecommunications~~communication~~ technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student’s attendance at a school or schools in the school district.
- d. “*Directory information*” means information contained in an education record of a student ~~which~~that would not generally be considered harmful or an invasion of privacy if disclosed.

- i. *General Public Access.* The following information is designated as directory information to any member of the public not identified in section 3.d.ii:
 - (1) Name, height and weight of individual members of athletic teams;
 - (2) Name of recipient and name of award or scholarship received, and
 - (3) Names of participants in officially recognized school activities.
- ii. *Government Agency Access.* In addition to the information available to the general public, the following information is designated as directory information regarding any student or the student's identified parent or person acting as the parent to the student to any properly identified member of a governmental agency:
 - (1) Name
 - (2) Home Address(es)
 - (3) Telephone Number(s)
 - (4) School of enrollment
 - (5) Photograph, audio or video image
 - (6) Electronic mail address
 - (7) Date of Birth
 - (8) Dates of attendance
 - (9) Grade level
- iii. Directory information does not include:
 - (1) a student's social security number;
 - (2) a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factors known or possessed only by the authorized user;
 - (3) a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;
 - (4) personally identifiable data which references religion, race, color, social position, or nationality; or
 - (5) data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

e. "Education Records"

- i. What constitutes “education records.” Education records means those records ~~which~~that are: (1) ~~are~~ directly related to a student; and (2) ~~are~~ maintained by the school district or by a party acting for the school district.
- ii. What does not constitute ~~an~~ education records. The term, “education records,” does not include:
- (1) Records of instructional personnel ~~which~~that are:
 - (A) ~~are kept~~ in the sole possession of the maker of the record; ~~and~~
 - (B) used only as a personal memory aid;
 - (C) ~~are~~ not accessible or revealed to any other individual except a temporary substitute teacher; and
 - (D) ~~are~~ destroyed at the end of the school year.
 - (2) Records relating to an individual, including a student, who is employed by the school district which:
 - (A) are made and maintained in the normal course of business;
 - (B) relate exclusively to the individual in that individual’s capacity as an employee; and
 - (C) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

- (3) Records relating to an eligible student, or a student attending an institution of post-secondary education, ~~which~~that are:
 - (A) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
 - (B) made, maintained, or used only in connection with the provision of treatment to the student; and
 - (C) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student’s choice. For the purpose of this definition, “treatment” does not include remedial educational activities or activities that are a part of the program of instruction within the school district.
- (4) Records created or received by the school district ~~that only contain information about an individual~~ after an individual ~~he or she~~ is no longer a student at the school district and that are not directly related to the individual’s attendance as a student.
- (5) Grades on peer-related papers before the papers are collected

and recorded by the teacher.

- f. “*Eligible student*” means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.
- g. “*Juvenile justice system*” includes criminal justice agencies and the judiciary when involved in juvenile justice activities.
- h. “*Legitimate educational interest*” includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person’s need to know in order to:
- i. Perform an administrative task required in the school or employee’s contract or position description approved by the school board;
 - ii. Perform a supervisory or instructional task directly related to the student’s education; ~~or~~
 - iii. Perform a service or benefit for the student or the student’s family such as health care, counseling, student job placement, or student financial aid; or;
 - iv. Perform a task directly related to responding to a request for data.
- i. “*Parent*” means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.
- j. “*Personally identifiable*” means that the data or information includes, but is not limited to: (a) a student’s name; (b) the name of the student’s parent or other family member; (c) the address of the student or student’s family; (d) a personal identifier such as the student’s social security number or student number or biometric record; (e) other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.
- k. “*Record*” means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.
- l. “*Responsible authority*” means the individual designated by the School Board.
- m. “*Student*” includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time

educational services from the school district.

- n. “*School official*” includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.
- o. “*Summary data*” means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.
- p. All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

4. GENERAL CLASSIFICATION

- a. State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

5. STATEMENT OF RIGHTS

a. *Rights of Parents and Eligible Students*

Parents and eligible students have the following rights under this policy:

- i. The right to inspect and review the student’s education records;
- ii. The right to request the amendment of the student’s education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student’s privacy or other rights;
- iii. The right to consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
- iv. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
- v. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
- vi. The right to be informed about rights under the federal law; and
- vii. The right to obtain a copy of this policy at the location set forth in Section 21 of this policy.

b. *Eligible Students*

All rights and protections given to parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an “eligible student.” However, the parents of an eligible student who is also a “dependent student” are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 C.F.R. § 99.31(a).

c. *Students with a Disabilities*

The school district shall also follow 34 C.F.R. §§ 300.610-300.617 with regard to the privacy, notice, access, record keeping and accuracy~~confidentiality~~ of information related to students with a disability.

6. DISCLOSURE OF EDUCATION RECORDS

a. *Consent Required for Disclosure*

- i. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
- ii. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
 - (1) a specification of the records to be disclosed;
 - (2) the purpose or purposes of the disclosure;
 - (3) the party or class of parties to whom the disclosure may be made;
 - (4) the consequences of giving informed consent; and
 - (5) if appropriate, a termination date for the consent.
- iii. When a disclosure is made under this subdivision:
 - (1) if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
 - (2) if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
- iv. A signed and dated written consent may include a record and signature in electronic form that:
 - (1) identifies and authenticates a particular person as the source of the electronic consent; and
 - (2) indicates such person’s approval of the information contained in the electronic consent.
- v. If the responsible authority seeks an individual’s informed consent to the release of private data to an insurer or the authorized

representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:

- (1) in plain language;
- (2) dated;
- (3) specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
- (4) specific as to the nature of the information the subject is authorizing to be disclosed;
- (5) specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
- (6) specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
- (7) specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under ~~Minnesota Statutes Chapter 256B~~ or Minnesota Care under ~~Minnesota Statute Chapter 256L~~, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

vi. *Eligible Student Consent*

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in section 5 of this policy.

b. *Prior Consent for Disclosure Not Required*

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

- i. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
- ii. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
 - (1) performs an institutional service or function for which the school district would otherwise use employees;

- (2) is under the direct control of the school district with respect to the use and maintenance of education records; and
 - (3) will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made.
- iii. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section 19), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 U.S.C. § 7917, and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under ~~Minnesota Statutes § 260B.171~~, unless the data are required to be destroyed under ~~Minnesota Statutes § 120A.22, Subdivision 7(c) or § section 121A.75~~. On request, the school district will provide the parent or eligible student with a copy of the education records ~~which~~that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section 15 of this policy;
- iv. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
- v. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
 - (1) To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
 - (A) determine eligibility for the aid;
 - (B) determine the amount of the aid;
 - (C) determine conditions for the aid; or
 - (D) enforce the terms and conditions of the aid.

“Financial aid” for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to

- the individual that is conditioned on the individual's attendance at an educational agency or institution;
- vi. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
- (1) before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
 - (2) after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;
- vii. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to,

- federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;
- viii. To accrediting organizations in order to carry out their accrediting functions;
 - ix. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
 - x. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. § 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;
 - xi. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose

knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section 13.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

- xii. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
- xiii. Information the school district has designated as “directory information” pursuant to Section 7 of this policy;
- xiv. To military recruiting officers and post-secondary educational institutions pursuant to Section 11 of this policy;
- xv. To the parent of a student who is not an eligible student or to the student himself or herself;
- xvi. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
- xvii. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
- xviii. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
 - (1) the following information about a student must be disclosed: a student’s full name, home address, telephone number, date of birth; a student’s school schedule, daily attendance record, and photographs, if any; and any parents’ names, home addresses, and telephone numbers;
 - (2) the existence of the following information about a student, not the actual data or other information contained in the student’s education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled

substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file.

- xix. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under [Minnesota Statutes, § section 260B.171, Subdivision 3](#). The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individual need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff

- member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;
- xx. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under ~~Minnesota Statutes~~ § section 260B.171, Subdivision ~~5~~. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;~~or~~

- xxi. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected

- shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; ~~or~~ or
- xxii. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 U.S.C. § 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

c. *Nonpublic School Students*

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

- i. Pursuant to a valid court order;
- ii. Pursuant to a statute specifically authorizing access to the private data;
- or
- iii. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

7. RELEASE OF DIRECTORY INFORMATION

a. *Classification*

Directory information is public except as provided herein.

b. *Former Students*

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an

individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

c. *Present Students and Parents*

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

- i. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:
 - (1) the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
 - (2) the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
 - (3) the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.
- ii. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section 6 of this policy.
- iii. A parent or eligible student may not opt out of the directory information disclosures to:
 - (1) prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
 - (2) prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
- iv. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section 6.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

d. *Procedure for Obtaining Nondisclosure of Directory Information*

The parent's or eligible student's written notice shall be directed to the

responsible authority and shall include the following:

- i. Name of the student and/or parent, as appropriate;
- ii. Home address;
- iii. School presently attended by student;
- iv. Parent's legal relationship to student, if applicable; and
- v. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

e. *Duration*

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

8. DISCLOSURE OF PRIVATE RECORDS

a. *Private Records*

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section 6 of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

b. *Private Records Not Accessible to Parent*

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

- i. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
 - (1) whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
 - (2) whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
 - (3) whether there are grounds for believing that the minor data

subject's reasons for precluding parental access are reasonably accurate;

- (4) whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
- (5) whether the data concerns medical, dental or other health services provided pursuant to Minn-~~esota~~ Stat-~~utes~~ ~~§§ sections~~ 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

c. *Private Records Not Accessible to Student*

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

d. *Military-Connected Youth Identifier*

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

9. DISCLOSURE OF CONFIDENTIAL RECORDS

a. *Confidential Records*

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

b. *Reports Under the Maltreatment of Minors Reporting Act*

Pursuant to Minn-~~esota~~ Stat-~~utes~~ ~~§ Chapter 260E~~ ~~626.556~~, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minn-~~esota~~ Stat-~~utes~~ ~~§ 626.556, Subd. 11~~ ~~Chapter 260E~~.

Regardless of whether a written report is made under Minn-~~esota~~ Stat-~~utes~~ ~~Chapter 260E-§ 626.556, Subd. 7~~, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute

maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

c. *Investigative Data*

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or ~~which~~that are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

- i. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
- ii. A complainant has access to a statement he or she provided to the school district.
- iii. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minn-esota Stat.utes§ section 13.393.
- iv. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
 - (1) a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;
 - (2) the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
 - (3) the exhaustion or expiration of rights of appeal by either party to the civil legal action.
- v. A “pending civil legal action” for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

d. *Chemical Abuse Records*

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted,

regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

10. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, ~~Minn-esota~~ ~~Stat-utes~~ §section 121A.40, et seq.

11. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS

- a. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail address provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.
- b. Data released to military recruiting officers under this provision:
 - i. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military; ~~and~~
 - ii. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
 - iii. copying fees shall not be imposed.
- c. A parent or eligible student has the right to refuse the release of the name, address, electronic mail address (which shall be the electronic mail address provided by the school district, if available, that may be released to military recruiting officers only), or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority in writing by October 1 each year. The written request must include the following information:
 - i. Name of student and parent, as appropriate;
 - ii. Home address;
 - iii. Student's grade level;
 - iv. School presently attended by student;
 - v. Parent's legal relationship to student, if applicable;
 - vi. Specific category or categories of information which are not to be

- released to military recruiting officers and post-secondary educational institutions; and
- vii. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- d. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
 - e. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section 7 of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

12. LIMITS ON REDISCLOSURE

a. *Redisclosure*

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

b. *Redisclosure Not Prohibited*

- i. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section 6 of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
 - (1) The disclosures meet the requirements of Section 6 of this policy; and
 - (2) The school district has complied with the record-keeping requirements of Section 13 of this policy.
- ii. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures

concerning sex offenders and other individuals required to register under 42 U.S.C. § 14071. However, the school district must provide the notification required in Section 12.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

c. *Classification of Disclosed Data*

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

d. *Notification*

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section 7 of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 C.F.R. § 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in § 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

13. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

a. *Responsible Authority*

The responsible authority shall be responsible for the maintenance and security of student records.

b. *Record Security*

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

c. *Plan for Securing Student Records*

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

- i. A description of records maintained;
- ii. Titles and addresses of person(s) responsible for the security of student records;
- iii. Location of student records, by category, in the buildings;
- iv. Means of securing student records; and
- v. Procedures for access and disclosure.

d. *Review of Written Plan for Securing Student Records*

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

e. *Record Keeping*

- i. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, ~~which~~ ~~that~~ indicates:
 - (1) the parties who have requested or received personally identifiable information from the education records of the student;
 - (2) the legitimate interests these parties had in requesting or obtaining the information; and
 - (3) the names of the state and local educational authorities and federal officials and agencies listed in Section 6.B.iv. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
- ii. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section 12.B. of this policy, the record of disclosure required under this section shall also include:
 - (1) the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
 - (2) the legitimate interests under Section 6 of this policy which each of the additional parties has in requesting or obtaining the information; and
 - (3) a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section 6.B.iv. of this policy in accordance with 34 C.F.R. § 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
- iii. Section 13.E.i. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section 6.B.i. of this policy, to requests for disclosures of directory information under Section 7 of

this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18. U.S.C. § 2332b(g)(5)(B) or an act of domestic or international terrorism.

- iv. The record of requests of disclosures may be inspected by:
 - (1) the parent of the student or the eligible student;
 - (2) the school official or his or her assistants who are responsible for the custody of the records; and
 - (3) the parties authorized by law to audit the record-keeping procedures of the school district.
- v. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
 - (1) the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
 - (2) the parties to whom the school district disclosed the information.
- vi. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

14. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

a. *Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student*

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section 8 of this policy.

b. *Response to Request for Access*

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

c. *Right to Inspect and Review*

The right to inspect and review education records under Subdivision A. of this section includes:

- i. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
- ii. If circumstances effectively prevent the parent or eligible student from

exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.

- iii. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.
- d. *Form of Request*
Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.
- e. *Collection of Student Records*
If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.
- f. *Records Containing Information on More Than One Student*
If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.
- g. *Authority to Inspect or Review*
The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.
- h. *Fees for Copies of Records*
 - i. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:
 - (1) the cost of materials, including paper, used to provide the copies;
 - (2) the cost of the labor required to prepare the copies;
 - (3) any schedule of standard copying charges established by the school district in its normal course of operations;
 - (4) any special costs necessary to produce such copies from machine based record-keeping systems, including but not limited to computers and microfilm systems; and
 - (5) mailing costs.

- ii. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.
- iii. The cost of providing copies shall be borne by the parent or eligible student.
- iv. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

15. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

a. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

- i. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
- ii. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
- iii. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

b. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

- i. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.
- ii. If, as a result of the hearing, the school district decides that the

information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.

- iii. Any statement placed in the education records of the student under Subdivision B. of this section shall:
 - (1) be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and
 - (2) if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

c. *Conduct of Hearing*

- i. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
- ii. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.
- iii. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
- iv. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

d. *Appeal*

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minn-~~esota~~ Stat-~~utes~~ Chapter: 14 relating to contested cases.

16. PROBLEMS ACCESSING DATA

- a. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- b. Data practices compliance official means the individual designated by the responsible authority.
- c. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records

shall be made to the data practices compliance official.

17. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

a. *Where to File Complaints*

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the ~~Family Policy Compliance Office~~, U.S. Department of Education, Student Privacy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202.

b. *Content of Complaint*

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

18. WAIVER

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

19. ANNUAL NOTIFICATION OF RIGHTS

a. *Contents of Notice*

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

- i. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
- ii. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
- iii. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
- iv. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
- v. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
- vi. That the school district forwards education records on request to a

school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

b. *Notification to Parents of Students Having a Primary Home Language Other Than English*

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

c. *Notification to Parents or Eligible Students Who are Disabled*

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

20. **DESTRUCTION AND RETENTION OF RECORDS**

Destruction and retention of records by the school district shall be controlled by state and federal law.

21. **COPIES OF POLICY**

Copies of this policy may be obtained by parents and eligible students at the ~~office of the~~ superintendent's office.

Legal References: (TO BE UPDATED UPON ADOPTION)

~~Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)Minn. Stat. § 121A.75 (Sharing Disposition Order and Peace Officer Records)Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)Minn. Stat. § 363A.42 (Public Records; Accessibility)Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)10 U.S.C. § 503(b) and (c) (Enlistments; Recruiting Campaigns; Compilation of Directory Information)18 U.S.C. § 2331 (Definitions)18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)20 U.S.C. § 1232g et seq. (Family Educational Rights and Privacy Act)20 U.S.C. § 6301 et seq. (Every Student Succeeds Act)20 U.S.C. § 7908 (Armed Forces Recruiting Information)26 U.S.C. §§ 151 and 152 (Internal Revenue Code)34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)34 C.F.R. § 300.610-300.627 (Confidentiality of Information)42 C.F.R. § 2.1 et seq. (Confidentiality of Drug Abuse Patient Records)Gonzaga University v. Doc, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309 (2002)~~

PASSED AND ADOPTED BY THE MINNEAPOLIS PUBLIC SCHOOLS BOARD OF DIRECTORS _____.

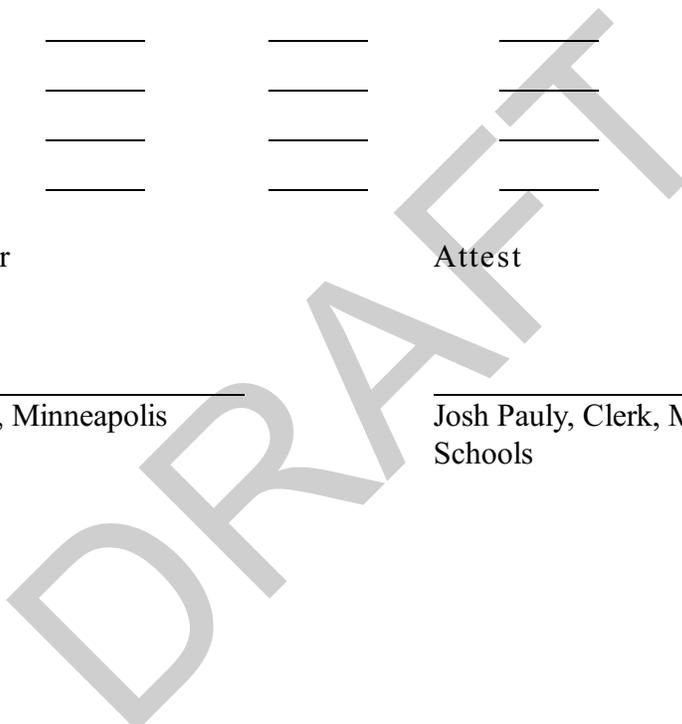
	AYE	NAY	ABSENT	ABSTAIN
Arneson	_____	_____	_____	_____
Ali	_____	_____	_____	_____
Caprini	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Inz	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____
Pauly	_____	_____	_____	_____

Presiding Officer

Attest

Kim Ellison, Chair, Minneapolis
Public Schools

Josh Pauly, Clerk, Minneapolis Public
Schools



Regular Board Meeting

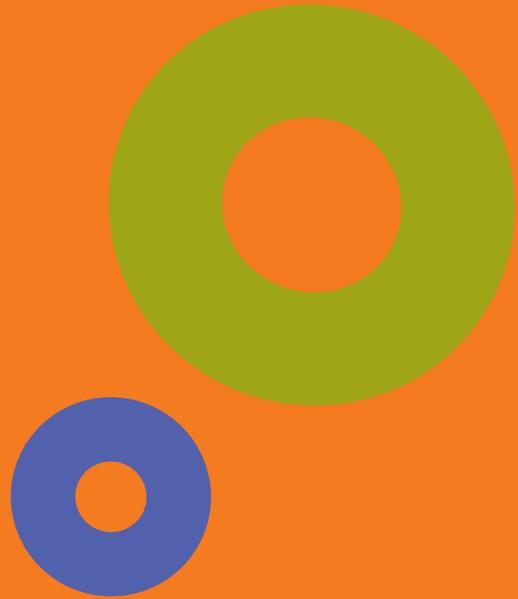
November 9 , 2021

Comprehensive
District Design
(CDD) Update

Agenda

Comprehensive District Design updates in the areas of:

- Facilities
- Academic Programming
- Enrollment
- Magnet Schools
- Teacher Equity Plan



Facilities



Capital Improvements – Magnet Capital Projects

- **Hall STEM Academy Elementary School** – New Observatory. Currently in design. Construction Summer 2022
- **Bethune Arts Elementary School** – Building addition for new theater. Upgrades to dance, arts, choir and band rooms. In construction. Expected completion in Fall 2022
- **Jefferson Global Studies and Humanities School** – Funding for performance space and science lab upgrades in 2022. Expect completion Summer 2023
- **Marcy Arts Elementary School** – New black box theater and movement space. Summer 2022 construction
- **Sullivan STEAM Elementary School** – Robotics lab construction Summer 2022. Completed small improvements to the space to accommodate robotics. Full build summer 2022

Capital Improvements – Magnet Capital Projects

- **Andersen United and Dual Language Middle School** – Multi-year project underway. Summer 2022 science lab upgrades, full central prep kitchen buildout, daylighting, mechanical, electrical, and finishes updates. Future construction includes toilet modifications, centralized cafeteria and performance space, single user restrooms, and a technology space
- **Franklin STEAM Middle School** – Robotics space completed. Science lab space upgrades in 2023
- **North High School and the CTE Center** – Community engagement wrapping up. Design underway. Contractor to be hired in Spring 2022 to start construction of various improvements. Expected to be a 4-5 year renovation

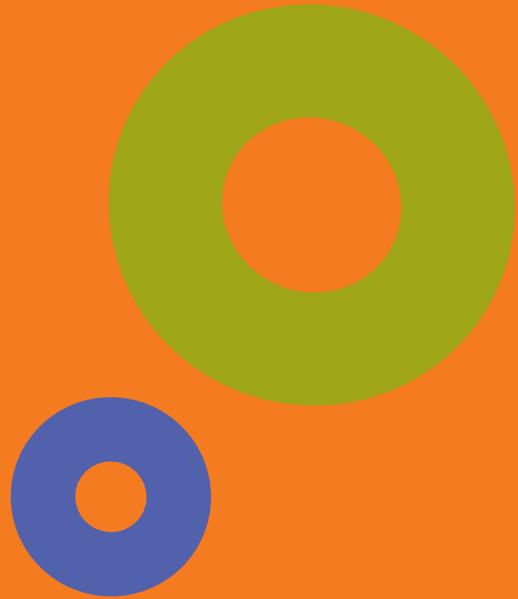
Capital Planning Next Steps

Update Years 3–5 of the 5–Year Capital Plan (Fiscal Years 2021–2026)

- **April Finance Meeting** – Review progress, upcoming bonding and any plan adjustments for the 2022–23 through 2025–2026 fiscal years
- **May Board of Education meeting** – First reading of any Capital Plan and Long Term Facility Maintenance updates
- **June Board of Education meeting** – Approve 2022–23 capital budget and plan

April–December 2022

- **Review and update Educational Adequacy measures** to align with CDD Academic Plan
- **Review and update Capital Investment Priorities**



Academics



Academic Update: Culturally Sustaining Pedagogy

Professional Development

- Frontlines of Justice, Indian Education, Office of Black Student Achievement, Latinx
- In development of Somali and Hmong

Resources and Materials

- 11 Tribal Nations flags in every school building and Davis Center Board Room
- Sets of books for K-12 by Indigenous authors for all American Indian students
- Diverse texts K-12 to include in classroom libraries and media centers

Academic Update: Well-Rounded Education

- 5th Grade Instrumental
- STEM for All
- World Language
 - Dakota Language
- Hmong Language and Culture Pathway
- Somali Language and Culture Pathway (*NEW*, SY 21-22)
- Expanded High Five classrooms (12) and Early Childhood Special Education bilingual classroom at Sheridan
- MPS Online

Academic Update

Ethnic Studies

- All MPS high schools implementing Graduation Requirement
- 5 schools participating in Artist-in-Residence pilot program
- Southwest partnership with MPS radio to create podcasts on Race & Identity
- Continued professional development
- Expansion of Ethnic Studies Advisory Council to include students, counselors, community members, U of M professors, teachers and MPS alumni.

College Credit Course Access

- Year 1 of equitable funding model
- Students of Color Mentorship Support Groups (*NEW SY 21-22*)
- Graduation Requirement Policy Proposal

Professional Development – Magnets

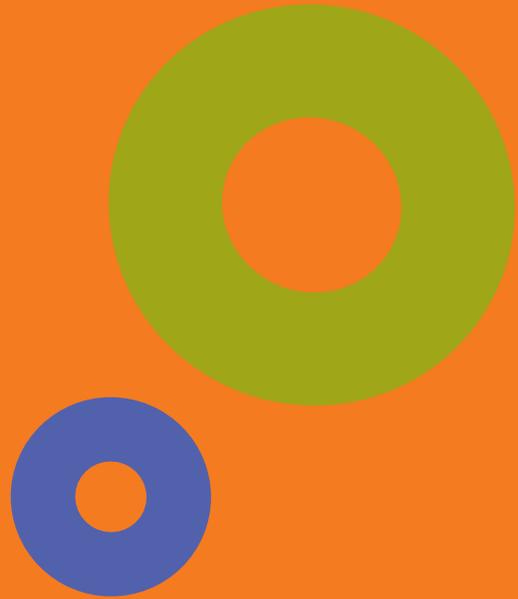
Centrally Organized Magnet Teacher Training

- **Spike Prime Robotics PD**
 - STEM Magnet schools:
 - Staff learn to teach robotics, coding and engineering competencies to students with Spike Prime Robotics kits.
- **Magnet Schools of America**
 - Arts & STEM Magnet schools
 - New magnet schools work one-on-one with MSA consultants to increase knowledge and practices that utilize Magnet Pillars for school growth and success.
- **Project Based Learning**
 - STEM & Dual Language Magnet Schools:
 - Staff learn to design cross-content lessons and assess student learning in ways that incorporate project-based teaching practices.

Professional Development – Magnets

Centrally Organized Magnet Teacher Training

- **University of River Falls Montessori Certification for new teachers**
 - Montessori Magnet School
 - Graduate-level coursework provides framework for Montessori instructional practices to teachers new to the Montessori teaching style
- **Project Lead the Way STEM training**
 - STEM/STEAM Magnet Schools
 - Innovative training and resources for teachers to provide engineering, design, robotics, architecture, computer science and energy exploration modules for real-world student learning and problem-solving.



Enrollment



Enrollment Update

Factors impacting enrollment

- **Declining birth rate** in the city (4,586 births in 2007 to 3,666 in 2020)
- **Charter schools** continue to attract students
- **Pandemic** has families looking at other options for educating their children
- **Safety/climate in schools and neighborhoods** has families concerned
- **Affordable housing** is a challenge for many families
- **Changes from the Comprehensive District Design** has caused some loss of enrollment as families make decisions about moving to different Community or Magnet Schools

Enrollment Update

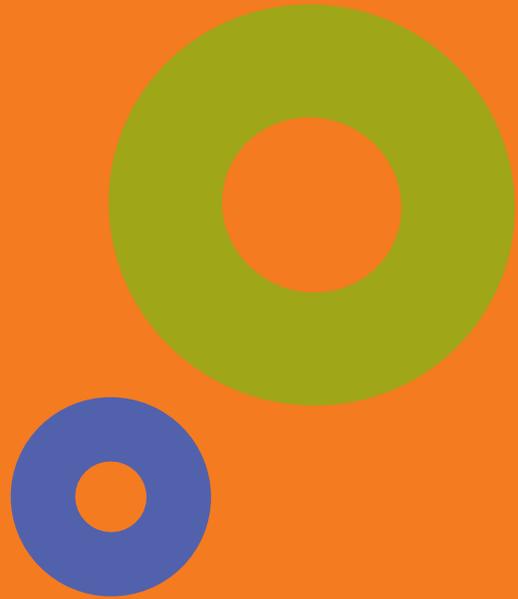
Current year enrollment is less than anticipated especially at K-5 level

	Anticipated enrollment	Preliminary Oct 1st	% Actual to Anticipated
K-5	14,583	12,954	88.83%
K-8	1,184	1,253	105.83%
Middle School	5,874	5,442	92.65%
High School	9,337	9,040	96.82%

Enrollment Plan

With increased staffing in Enrollment, increased focus on recruitment and retention:

- **Increasing presence** of Enrollment Department at community locations
- **Deepening and expanding existing relationships** with childcare and early learning centers, and community partners
- **Focusing on retention** of current students at all transition points
 - Current High Five students to an MPS Kindergarten
 - Elementary to Middle School
 - Middle to High School
- **Using site-based Parent Participatory Evaluation** findings to develop site-specific student retention plans



Magnets

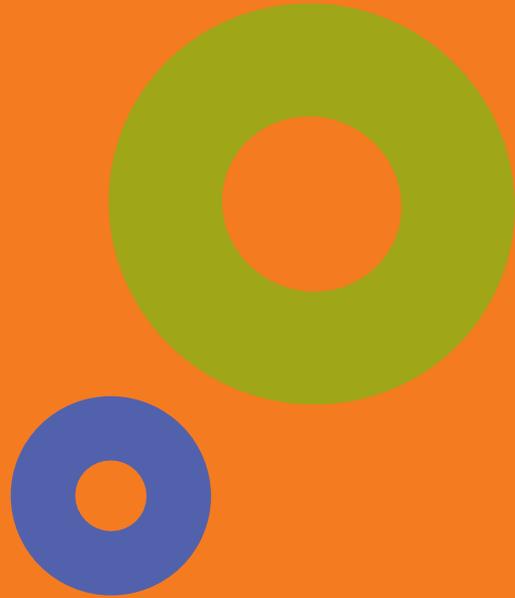


Magnet Enrollment – Students of Color in Kindergarten Classes

	Students of Color- Overall		Students of Color- Kindergarten		
	Spring 2021	Current Oct 2021	Spring 2021	Current Oct 2021	Change
Bethune	93%	88%	83%	85%	2%
Emerson	85%	76%	78%	65%	-13%
Green	90%	74%	90%	68%	-22%
Hall	89%	85%	85%	81%	-4%
Jefferson	97%	90%	95%	76%	-18%
Marcy	60%	67%	67%	69%	1%
Seward Montessori	64%	64%	67%	59%	-8%
Sheridan	81%	80%	80%	82%	1%
Sullivan	95%	89%	97%	91%	-6%
All Magnets	80%	79%	80%	73%	-8%

Magnet Enrollment– Students of Color in 6th grade classes

	Students of Color- Overall		Students of Color- 6th grade		
	Spring 2021	Current Oct 2021	Spring 2021	Current Oct 2021	Change
Andersen Dual Language	95%	72%	94%	73%	-21%
Franklin	98%	94%	97%	86%	-11%
Jefferson	97%	90%	96%	93%	-4%
Sullivan	94%	89%	96%	84%	-12%
All	96%	85%	84%	75%	-9%



Licensure Pathways & Teacher Equity Plan



Teacher Licensure Pathway Updates

MPS Academy

- Submitted final application to the state on Friday, 11/5 to become our own licensure provider
- Creates tuition-free option to prepare new teachers while working full time in MPS
- Early December state site visit to review plans. PELSB to vote spring 2022.
- If approved, first cohort will begin in summer 2023.

High School Pathway

- Continues at Henry High School and expanded to South High.
- Added internship component to the program.
- During summer 2021, 10 students completed a paid summer internship at Loring Elementary School

Special Education Residency

- Continuing our residency program with preparation partner St. Thomas University.
- Continues to be one of our most diverse teacher pipelines

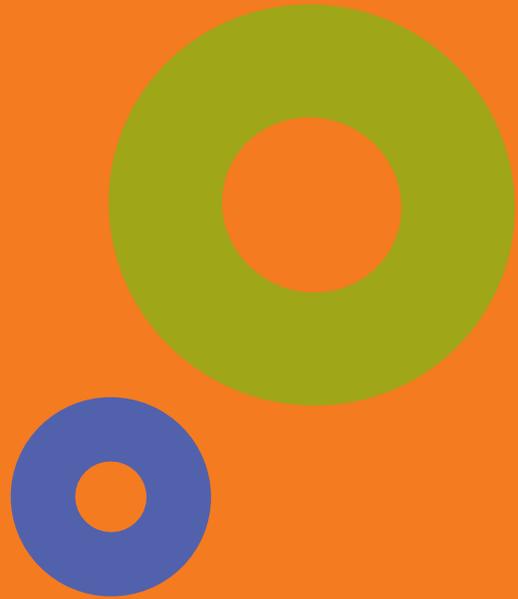
Teacher Equity Plan Update

MPS' Teacher Equity Plan sites:

Cityview	HIA	Jenny Lind	Bethune
Sullivan	Jefferson	Heritage	Folwell
Hall	Andersen	Nellie Stone Johnson	Franklin
Green Central	Lucy Laney	Anishinabe	

Equitable Access Strategies:

- Strategic Staffing Support
- Contract changes protecting these 15 sites, including layoff protections, building reserves, and negotiating MOA supporting teachers of color



Questions



MEMORANDUM OF AGREEMENT

Between

Minneapolis Public Schools

And

Metropolitan Urban Indian Directors

This historic MEMORANDUM OF AGREEMENT between the Minneapolis Public School District and the American Indian Community of Minneapolis, represented by the Metropolitan Urban Indian Directors (MUID), and its member organizations, recognizes that educational failure has condemned generations of American Indian people to poverty and diminished life opportunities and that this failure must finally be put to an end.

This agreement also recognizes that the education of American Indian students is a responsibility shared by the federal government, state government, the Minneapolis School District, the broader American Indian community, and American Indian families, and that only through a joint commitment to work together with a focus on American Indian students' success will we succeed in overcoming this legacy of educational failure. With the highest dropout rates and the lowest graduation rates of any group, it is not an overstatement to say that education of American Indian students in Minneapolis is in a state of crisis, and we are in imminent danger of losing yet another generation of children to the educational failures of the past.

This agreement further recognizes that the education of American Indian children continues to present significant challenges to the school district due to the disconnect between American Indian cultural values and practices and western paradigms of education and that the wisdom and insights of American Indian educators and other American Indian community members are required to assist the district in meeting its educational responsibilities to American Indian students.

This is the fourth such agreement entered into by the Minneapolis Public Schools and the Minneapolis Urban Indian Directors. The first agreement was signed in 2006, and was the first of its kind in the country. The second agreement was signed in 2012 and established the MOA as a perpetual agreement to be reviewed and updated every five years. The third was signed in 2016 with amendments in 2019 to add the middle school pathway sites after Anishinabe Academy was changed from a PreK-8 to a PreK-5 in the fall of 2018.

The MOA has been successful in increasing communication and collaboration between the partners, enhancing family engagement and professional development, and creating a greater sense of shared understanding. There has been incremental improvement in student achievement in some areas, but much more progress needs to be made. The intention of this renewed MOA is to build on the positive developments of collaborative partnership we have seen in the last 15 years and to create goals for continuous improvement that will result in significant gains in American Indian student outcomes. The

past year was unique due to the implementation of the CDD and the continued COVID19 pandemic. For these reasons we will be doing a full review within the first 2 years of this renewed MOA to identify adjustments that may need to be made. In this renewal there will also be the creation of an implementation plan by the end of July 2022.

THIS AGREEMENT is hereby made and entered into by the Minneapolis Public Schools, hereafter referred to as “MPS” and the Metropolitan Urban Indian Directors, hereinafter referred to as “MUID” and its member organizations who will partner to implement a more effective model of education based on best practices that will result in significant improvements in educational outcomes for American Indian students.

I. **SCOPE OF AGREEMENT**

THIS AGREEMENT is intended to improve the education of all American Indian students district wide and therefore will apply to the education of identified American Indian students in all schools under the oversight of the Minneapolis Public School Board. This includes regular public schools, community partnership schools, and schools contracted (CAP) by the Minneapolis Public Schools.

II. **DATE AND SCOPE**

THIS AGREEMENT will become effective as of January 1, 2022. The agreement is perpetual, to be reviewed annually and renewed by the partners every five years.

III. **TERMS OF AGREEMENT**

MPS will designate four (4) research-based American Indian Best Practice school sites with an emphasis on American Indian culture and language that are academically rigorous and culturally responsive. A Best Practice site for American Indian students requires not only an inclusion of cultural content within all curriculum, but a staff who understands how to teach culturally as well. Best Practices for American Indian students include holistically designed lessons that include kinesthetic learning, and place-based experiential curriculum that incorporates American Indian languages and that expands the concept of relationships well beyond human-to-human interaction. Examples are referenced in **Appendix A**.

The four named best practice sites are intended to demonstrate the integration of culture and academic rigor, and to provide examples for replication in other schools. The four Best Practice schools are identified as: Anishinabe Academy (preK-5); South High School All Nations (9-12); and two contract/alternative sites, Takoda Prep of AIOIC (9-12) and Na-way-ee Center School (7-12).

MPS will also designate four (4) American Indian Pathways school sites (2 middle and 2 high school). The four schools are identified as: Northeast Middle School (6-8) and Sanford Middle School (6-8), Edison High School (9-12) and South High School Open/Liberal Arts Programs (9-12). The intent of the pathways sites is to create opportunities for American Indian students in additional geographic areas of the district. These sites provide a pathway of language and culture offerings but are not as immersive into all curriculum as the best practice sites. Additional Best Practice or pathway sites may be identified and included based on negotiations by the parties involved in this agreement.

Each year, the District will guarantee pathway middle school placement of all current Anishinabe Academy fifth graders at whichever of the two American Indian Pathway Middle School sites corresponds to their home address, with district transportation provided. The District will also guarantee pathway of current 8th graders from the pathway middle schools to any best practice or pathway high schools, providing space is available.

a. Prior to school request time in February of each year, Anishinabe Academy, Northeast and Sanford staff, supported by the appropriate District departments, will collaborate to communicate both in person and by letter with the families of current fifth and eighth graders about the details of the automatic pathway within the MOA.

b. All Anishinabe Academy fifth graders will be assigned to one of the two American Indian Pathway sites (Northeast or Sanford) that correspond to their home address unless they choose otherwise.

c. All 8th grade students attending Sanford or Northeast will be assigned to one of the best practice or pathways sites that correspond with their home address unless they choose otherwise.

d. All other American Indian students placed into their community schools will have the option to select an American Indian Pathway or Best Practice school that corresponds to their home address through the school-choice process. There would be guaranteed transportation providing space is available at that school.

IV. COMPONENTS OF BEST PRACTICE AND PATHWAY SITES.

A. District led Best Practice & Pathway sites will be defined by the following:

- a. **Group participation:** Principal or designee from the Best Practice and Pathway sites will participate quarterly (at minimal) in the MUID education subgroup (Phillips Indian Educators, hereafter referred to as "PIE") to discuss their school site's implementation of strategies and goals within the MOA. PIE meetings are held two times a month.
- b. **Relationships and Cultural Contextualization:** Positive, culturally appropriate relationships are foundational components of an American Indian school/community. The value of student-student relationships and American Indian student achievement are recognized strategies to ensure success. These relationships will be actualized through the establishment of an American Indian student cohort and regularly designated space to support the social-emotional needs of students. Participation in American Indian cultural revitalization education is a choice that is made by students and families and should be honored as a choice throughout their education timespan.
- c. **American Indian Language:** The revitalization and maintenance of American Indian Language is essential to provide for a culturally contextualized learning environment. As such the continuation of language education, both revitalization and maintenance, is required as an offering at all Best Practice and Pathway schools. Dakota and Ojibwe languages will be given priority.

- d. **Transportation:** To honor our commitment to provide American Indian students access to the Best Practice and Pathway sites, students will be provided transportation to these sites by the District.
 - e. **Professional Development:** Schools will partner with MPS American Indian Education Department as needed to continue to offer professional development for teachers and school staff. The lens encompassed is such that the learning is not linear but discovered through seeking understanding. Professional development opportunities will include pedagogy, subject and content specific lessons and integration of cultural contextualization of standards. The District's Professional Development office will consult with the Indian Education Department when planning district wide training to avoid conflict with training specific to the MOA.
 - f. **Quarterly Meetings:** School site teams, specifically those working directly with students from both District and community programs, will commit the time needed to meet quarterly to review data and assess student progress in relationship to the goals identified in the MOA. The targeted outcome of the meeting is to identify interventions and opportunities to be implemented and connect students to resources as needed; for those either below and/or exceeding grade level standards.
 - g. **Engagement:** Every School Site recognizes that family is a critical component to student success and will demonstrate this as a priority in the following ways:
 - i. School sites will designate a liaison to encourage American Indian family involvement to support student achievement and attendance.
 - ii. School Sites will identify strategies to welcome and engage American Indian families as outlined in their family engagement plan (FEP) within their School Improvement Plan (SIP).
 - h. **Increasing Student Academic Outcomes:** All school sites, including Best Practice and Pathway sites, will align their goals with the MOA and include specific, individualized goals and strategies for each American Indian student attending their school to improve American Indian student outcomes district wide, at every school. School Improvement goals and strategies will be set in the fall, reviewed quarterly and will be presented annually to the district. In addition, the All Nations program will complete an annual Program Improvement Plan.
- B. Additionally, Best Practices Sites will have the following:
- a. **Universal Instructional Practices Tool:** A universal instructional practice tool will be used for coaching and continuous improvement of teachers. The tool and process will be identified in the implementation plan.
 - b. **Stable teaching force:** Positive, culturally appropriate relationships are essential components of a school community. There is direct connection between stable student-teacher relationships and American Indian student achievement, therefore all Best Practice and Pathway Sites will hire teachers through the Interview and Select process to ensure mutual consent and facilitate the best match possible of teachers and

sites or programs. Members of the American Indian community will be invited to participate on interview teams, ensuring community input into hiring decisions.

Teachers at Best Practice & Pathway sites will be asked to sign an agreement acknowledging the unique status of the sites and their commitment to the MOA and to the integration of cultural relevance and academic rigor. This agreement will be signed with their contract and collected by MPS Human Resource office. All staff will be given a copy of the MOA and will commit to attending an orientation to the Best Practice or Pathway site as well as participation in the observation and coaching cycle outlined in the implementation plan. Teachers will agree to participate in American Indian language learning through language tables or other means, and to make use of the language/s in their classroom. Teachers will also commit to attending professional development sessions as offered through MPS American Indian Education and Phillips Indian Educators. MPS will recognize these professional development sessions as priority for staff of American Best Practice sites.

Commitment and compliance with these requirements will allow MPS teachers to be protected from district-wide layoff, bumping and placement of excess teachers. Minneapolis Public Schools considers these programs as Native and Heritage Language Literacy (NHLL) programs under the teacher collective bargaining agreement (15.10.1) and shall seek to establish a special designation for American Indian Best Practice & Pathway sites in its contract with the Minneapolis Federation of Teachers that puts in place the above requirements for teachers at American Indian Best Practice sites and necessary MPS Human Resource to avoid disruptions to these programs from district-wide layoff, bumping or excess placement procedures.

V. COMMUNICATION AND PARTNERSHIP PROTOCOL

- A. Phillips Indian Educators is the designated MUID education subcommittee and will make regular reports to MUID on the progress of the MOA implementation at monthly meetings.
- B. The MUID education subcommittee will meet monthly with the MPS Superintendent and his/her designees for discussion and problem solving on matters related to the implementation of the MOA.
- C. MUID and the MPS Board of Education will hold an annual meeting to review progress of the implementation of the MOA. These meetings shall include a review of data reflecting the status of American Indian students in Minneapolis Public Schools as outlined in the Mutual Accountability section below.
- D. The MPS Board of Education shall designate a board member as the official liaison to MUID and the MUID education subcommittee (PIE).

- E. The MUID education subcommittee will meet annually with representatives from MPS and the principals and school leadership teams of Best Practice Sites to mutually identify priority accelerated performance targets for each school year of the agreement.
- F. The MUID education subcommittee will meet quarterly with the principals and leadership teams of Indigenous Best Practice sites for an in depth review of the site level data and a discussion of mutual improvement strategies.
- G. MPS will share aggregate student data with the greater Minneapolis American Indian community on an annual basis.
- H. Members of PIE and the Department of American Indian Education be included in MPS curriculum adoption deliberations and curriculum transformation/creation initiatives that have a potential impact on the learning experiences
- I. The District and community partners named in this agreement will negotiate an agreement for the sharing of student data that is essential for monitoring the design, implementation, and success of interventions.
- J. Should conflict occur between the two parties, steps shall be taken in order to arrive at a mutually agreeable solution. If the parties are unable to reach agreement themselves, neutral outside facilitation/mediation will be engaged to resolve disagreements on programs or policies that impact the implementation of the MOA and have direct impact on American Indian students in MPS.
- K. Representation throughout the Hiring of the Indian Education Director & MOA School Administration: A minimum of one member of PIE shall be included in the interview process for the selection hiring of the American Indian Education Director and any leadership positions at named school sites. The representation of the American Indian community served shall be heard. The individual recommended shall attend an introductory meeting with the members of PIE and MUID and ongoing participation.
- L. Prioritizing work with American Indian based agencies to do culturally related work with Minneapolis Public Schools recognizing the expertise and inherent value of services that the American Indian community, including tribal affiliated groups provide to the District's American Indian students. The intent of this cause is to reaffirm the commitment of both parties to continue to work together to provide these valuable services to the District's American Indian students. The services provided through the support and recommendations of MUID include but are not limited to:
 - a. Educational Programming
 - b. Mental Health Services/Social Emotional Learning
 - c. Cultural Enrichment
 - d. Employment Services
 - e. College/Career Readiness and Transition

- f. Utilize Indian Education to connect to resources

M. Recognizing the importance of American Indian practices in the lives of students and the American Indian community and as part of the best practice pedagogical strategies, this MOA states the protection of the 'Expression of Culture' hereby defined but not limited to:

- a. Drumming and/or singing
- b. Smudging and/or offerings
- c. Talking Circles
- d. Cultural Symbols of Honor for Significant Events (i.e. Eagle Feathers, Medallions, Plumes)
- e. Seven Ways of Knowing (Relating, Language, Behavior, Knowing, Doing, Responsibility, Thinking)
- f. Additional representation of American Indian Practice as appropriate

VI. **MUTUAL ACCOUNTABILITY**

Despite a much-improved working relationship between the American Indian community and the Minneapolis Public Schools, American Indian students in Minneapolis continue to have one of the largest opportunity gaps of any racial/ethnic group in the system.

Bold and courageous action is urgently needed to secure the promise of quality education for American Indian children. This must begin from the fundamental belief that American Indian children are just as capable as any others, and that we must set high expectations that challenge them and all of us to much higher levels of accomplishment. Incremental progress based on past performance is no longer acceptable. American Indian children need and deserve our highest aspirations.

The metrics and annual performance targets established through this MOA encompass the critical indicators of Indian student success. The annual performance targets included as **Appendix B** to this document reflect the district wide performance targets for American Indian students district wide over the next five years. With this MOA we are intentionally focusing on the specific metrics that most closely correlate with American Indian student success. The metrics include the following:

- Improved attendance for all American Indian students including Best Practice and Pathway Sites,
- Improved reading for grades PreK-8, and
- Credit earned for students in grades 9-12 toward high school graduation in four years
- Core course credit earned in grades 9-12 toward high School graduation in four years
- Contract/Alternative schools will measure credits earned versus credits attempted.
- Disaggregated data will be monitored in all metrics mentioned above for students receiving special education services and identified as homeless and highly mobile.

- Disaggregated data by school will be monitored with specific goals for American Indian students at each site.

Student and family engagement measures will also be utilized based on a determination made with ARE on the best method of measurement for both qualitative and quantitative data.

District wide American Indian student performance will continue to be aligned and measured with the goals stated in the District's strategic plan, and reported to the school board and the American Indian community on an annual basis. Program evaluation will be integrated to determine which interventions are working and should be "scaled-up" and which should be eliminated. Evaluation will be conducted by the Accounting, Research, & Evaluation (ARE) Department of MPS and include both district-sponsored interventions and those sponsored by American Indian community agencies. Examples of programs to be evaluated include the High Five Language Immersion programs at Anishinabe Academy, MIGIZI's Native Academy program at South and Nawayee Center School, Hennepin County Be At School Partnership with Division of Indian Work, among others.

With regards to the two Contract Alternative School Programs, Nawayee Center School and Takoda Prep of AIOIC, evaluation processes regarding their contracts aligned with the goals and spirit of the MOA will be incorporated in the overall evaluation of the MOA. These processes will be employed on an annual basis as a means of collaborating with the sites to sustain or achieve success with and for Indigenous students. Included within these processes are annual site visits by their MPS partners (including the Department of American Indian Education) for the purpose of learning how best to support them in their efforts. Additionally, quarterly collaborative evaluations of attendance and credit attainment data (both in aggregate and by individual student) will be tabulated, shared, and examined for the purposes of optimizing both school and student performance. Finally, each site will collaborate in a formal assessment with MPS staff - utilizing a (to be determined) standardized set of school-wide metrics for Contract Alternative Programs - in order to evaluate the overall efficacy of each site. These formalized evaluations are for the specific purpose of determining contract renewal eligibility, as well as the length of the contract offered. These evaluations are to be conducted collaboratively in order to continuously identify and bring forward Best Practices for the education of Indigenous students and support those Best Practices so identified.

Use of an instructional evaluation tool (to be determined or developed collaboratively within the implementation plan) at MOA best practice sites will also be used to help determine the sites potential impact on teacher professional practice and student achievement. New supplemental academic support programs that might be developed over the course of the five-year MOA term may also be included.

- A. **Community partners:** MPS will enter and maintain partnerships with American Indian community based organizations to provide supplementary educational programming and advocacy to support the work at Best Practice sites and district wide to support the ultimate goal of improved educational outcomes for American Indian students.
- B. **American Indian Family Engagement:** MPS and MUID will partner to encourage and enhance opportunities for American Indian families to engage in their children's education. MPS will continue to develop learning opportunities for American Indian families such as the Parents of Tradition class, which is offered through Early Childhood Family Education (ECFE) Department. MPS will hold American Indian Awareness & Family Involvement Week during the third week in November each year as an opportunity and expectation to celebrate and bring awareness of the contributions of American Indian students, families, and community members to our school district and to particularly welcome American Indian families into our schools. MPS will continue to support a position outside of American Indian Education Department specifically targeting American Indian family engagement across the district and offering Parent Academy/Connecting Parents to Educational Opportunities (CPEO) specifically for American Indian families.
- C. **The elected members of MPS American Indian Parent Committee (AIPAC) shall** serve as the district-wide leadership group and parent advisory council for the creation of additional outreach and advocacy for our American Indian families.
- D. **American Indian Student Engagement:** Based on input received from American Indian youth, MPS and MUID partnered to create a district wide American Indian student leadership group named Ogichida Oyate American Indian Indian Council to channel the leadership and voices of young people in our community. The American Indian student leadership group will meet at least four times per year to provide input into the Memorandum of Agreement implementation and progress, American Indian Education department programming, and to develop community wide initiatives and opportunities for all American Indian students.

VII. **MAINTENANCE OF RECORDS**

- A. The MUID education subcommittee shall maintain an accessible collection of best practice research and materials (PIE Website) for review and dissemination to all schools within MPS upon request.
- B. MPS will maintain records on overall American Indian academic achievement, student progress and trend data, and will document the overall change process for replication at all site across the district.

Signed by: _____

Kim Ellison, Chairperson

Date

MPS Board of Education

Signed by: _____

Josh Pauly, Clerk

Date

MPS Board of Education

Signed by: _____

Joe Hobot, Chair

Date

Metropolitan Urban Indian Directors

Signed by: _____

Robert Lilligren, Vice-Chair

Date

Metropolitan Urban Indian Directors

APPENDIX A

Best Practices for American Indian Education

Purpose of the Seven Ways of Knowing:

This Seven Ways of Knowing Framework is grounded in traditional Anishinaabe and Dakota and is viewed as a valid way of seeing the world that will guide educators in supporting the reclamation, revitalization, maintenance, and preservation of languages and cultures thereby increasing American Indian student success through culturally relevant and academically rigorous instruction.

Dakota and Ojibwe languages and cultures are continually evolving, which may result in changing worldviews. In recognition of the diversity of evolving Dakota and Ojibwe perspectives, the Seven Ways of Knowing Framework accommodates changing perspectives while retaining a fundamental connection to traditional cosmologies.

The intent of the Seven Ways of Knowing Framework is to provide focus and direction for student learning outcomes based on a traditional learning continuum. A continuum that recognizes that learning is a holistic and natural process that builds upon existing knowledge; holistic; not compartmentalized and is purposeful, engaging and fluid, not rigid; learning that integrates multiple sources, processes and ways of knowing, weaves spiritual, intellectual, emotional, social-cultural, and physical experiences together, provides a system for building relationships, rigor and responsibility that is relevant and responsive to the whole; promotes self-discipline, leadership, social and civic responsibility, critical thinking and accountability; scaffolds learning upon existing knowledge and prior experiences; intertwines processes for learning, teaching, evaluating, and reflecting; and embraces experiences that nourish the heart, mind, body and spirit. The Seven Ways of Knowing Framework will standardize learning experiences regarding the teaching of Dakota and Ojibwe languages, cultures and history in an integrated culturally relevant and academically rigorous way.

Rationale:

Language and culture are inseparable. The revitalization, preservation, and maintenance of a language are necessary conditions for the survival of a culture and, therefore, a strong foundation for American Indian student success. The Seven Ways of Knowing framework and corresponding Seven Core Values are tools that will enable teachers to guide students to explore and experience the school curriculum through their traditional languages and cultural perspectives. The success of American Indian students must be fostered by all educators. In order for this to happen a implementation plan must be

created that includes a collective vision which includes stated goals, measurements, evaluation, and reporting tied to the seven core values below.

Integrating the Seven Core Values into the Classroom:

Respect: Respect is crucial for American Indian students to feel they have a place within our schools. Respect and high expectations are essential to student success. Educators can promote respect and a positive learning experience for American Indian students by ensuring that language and culture are represented in the classroom, by acknowledging that students come to school with experiences and knowledge that should be recognized and honored by teachers, and by encouraging students to share their strengths with others.

Love: Love is a commitment to supporting and demonstrating, as educators, our belief in our American Indian student success through an understanding of their individual learning styles, setting high expectations and having a genuine presumption that American Indian students are fully capable of meeting high expectations set by the teacher and capable of being autonomous learners.

Bravery: Bravery is shown by educators when a commitment to change the nature of the curriculum occurs through the inclusion of Indigenous contributions, innovations, and inventions while being paired with the historically-factual representation of American Indian people.

Wisdom: Wisdom reminds us that we are lifelong learners. It emphasizes the value of sharing and engaging in dialogue with what we know and allows our students to share what they know. Wisdom can also be demonstrated through participating in ongoing research and professional development that can be incorporated into classroom practice.

Humility: Humility is not thinking less of oneself; it is thinking of oneself less. Humility is a key tenet in ensuring American Indian student success. As educators, we need to go beyond ourselves and ask American Indian organizations and communities for direction in the development of a culturally relevant rigorous curriculum. Educators who show humility admit we do not know everything and have much to learn from our students, our families, our colleagues and communities we serve.

Honesty: Honesty is to be authentic with ourselves, our beliefs about our students and the communities we serve; then proceed in a manner that is responsible and accountable to American Indian students and families. This requires a commitment to self awareness.

Truth: Truth is to examine the reality and lived experiences of a situation, including the fact that different people have different lived experiences and therefore different perspectives, each of which are valid and to be considered a truth. It emphasizes the process of coming to terms with how things really are and developing a plan for change.

Examples of Best Practices:

Experiential Lessons: Structured, multi-sensory (more than the usual five senses) learning experiences (see experiential cycle attachment for a little more)

Place-Based: Lessons rooted in and related to places (especially the places where students live) (see Bdote Memory Memory Map)

Culturally Contextualized Learning Environments: Learning Environments that function at a high level of Indigenous cultural immersion (Use of Ceremony, songs, smudging Art, Music and relationships that are highly functional and culturally appropriate)

Incorporate American Indian languages: American Indian Languages should be spoken and modeled as much as is possible (Given that not all teachers are American Indian in most situations we ask that all learn some language and use in class where appropriate)

Incorporate multiple teaching (and learning) styles in lessons/learning experiences (Relates well to theory of Multiple Intelligences)

Find out how each students learns best and structure learning experiences that accommodate them

Teach Talking Circle and incorporate it into lessons to encourage respectful listening, speaking and discussion

Facilitate learning rather than disseminate knowledge (see Educational Facilitator)

Understand the Science of Relatedness (relationships to each other, the world and everything are at the core of Indigenous cultures and essential to the learning experience)

There is no learning without relationships as our (and probably most) kids learn best within the context of a relationship (Respect has to be earned/lived and must be reciprocal)

Teachers must be leaders of relationship building

Cultural Responsiveness: Local, national, and international research findings demonstrate that students are most successful in academically rigorous, culturally contextualized and responsive educational settings. Schools recruit, hire, and retain teachers who are willing to participate, develop, and maintain the cultural and language foundations. Further, a culturally responsive school fosters and supports opportunities for teachers to participate in professional activities and associations that expand their cultural knowledge and pedagogical skills. The following is a set of example hallmarks of a culturally responsive school:

Fosters ongoing participation, communication, and interaction with parents, families, elders, and community members.

Provides frequent, meaningful opportunities for students to learn in or about their heritage language and culture.

Roots pedagogical approach in American Indian cosmologies.

Recognizes the people-centered, group centered culture of American Indian students.

Recognizes and develops close relationships on a personal level with their students, their caregivers and their community.

Recognizes the strive for harmony and balance in life-the interdependence of physical, emotional, psychological, and spiritual well-being.

Recognizes the historical and compounded traumas present in the lives of Indigenous people.

Prioritizes hiring and retaining American Indian educators.

APPENDIX B

Districtwide Sites performance targets for American Indian Students:
2022– 2027

Grade	Attendance Metrics	2020-2021	
		Baseline	tot n
PreK-12	% of students attending at least 95% of possible days	33%	1411
PreK-12 SP ED	% of students attending at least 95% of possible days - Special Ed only	32%	392
PreK-12	% of students with average daily attendance above 90% (non-chronic absenteeism)	49%	1411
PreK-12 SP ED	% of students with average daily attendance above 90% (non-chronic absenteeism) - Special Ed only	46%	392
K	% of student currently in kindergarten assessed before age 5		
Grade	K-8 Achievement Metrics	2020-2021	
		Baseline	test n
K-1	% of students meeting or exceeding standards on the earlyReading assessment	13%	39
K-1	% of students meeting or exceeding growth targets on earlyReading assessment	13%	39
K-1	% of students meeting or exceeding standards on KCoM and CoM assessments		
K-1	% of students meeting or exceeding growth targets on KCoM and CoM assessments	13%	39
2nd-8th	% of students meeting or exceeding standards on aMath assessment- Fall	11%	37
2nd-8th	% of students meeting or exceeding standards on aMath assessment- Winter	11%	37
2nd-8th	% of students meeting or exceeding standards on aReading assessment- Fall	11%	37

2nd-8th	% of students meeting or exceeding standards on aReading assessment- Winter	11%	37
Grade	9-12 and College and Career Readiness Metrics	2020-2021	
		Baseline	tot n
9	% of students passing/earning credit in all 4 core subject areas (ELA, Math, Science, Social Studies) Q4	54%	117
9	% of students completing 9th grade on-track (on-track to graduate on-time in 4 years)	30%	117
10	% of students passing/earning credit in all 4 core subject areas (ELA, Math, Science, Social Studies) Q4	43%	105
10	% of students completing 10th grade credit ready (cumulative credits to graduate on-time in 4 years)	61%	105
11	% of students passing/earning credit in all 4 core subject areas (ELA, Math, Science, Social Studies) Q4	49%	89
11	% of students completing 11th grade credit ready (cumulative credits to graduate on-time in 4 years)	60%	89
12	% of students passing/earning credit in all 4 core subject areas (ELA, Math, Science, Social Studies) Q4	68%	127
12	% of students completing 12th credit ready (cumulative credits to graduate on-time in 4 years)	68%	127
11	% of 11 Grade American Indian students taking the ACT for All Exam	11%	8
11	Average Composite Score for Indian students taking the grade 11 ACT for All	15.8	8
11	% of 11 Grade Indian students earning a composite score of 21 or higher on the ACT for All test	13%	8
12	% of students entering 9 th grade who graduate from high school four years later (baseline is for the Class of 2020)	33%	66

12	% of students entering 9 th grade who graduate from high school five years later (baseline is for the Class of 2019)	52%	100
9-12	% of students enrolled in and earning passing grades in at least 1 advanced/dual college credit course	40%	270
12	% of students completing the FAFSA by end of senior year	41%	56
12	% of American Indian seniors who indicate they are fairly/very confident they are prepared for their post-secondary plan. - Senior Exit Survey (need to ensure that these metrics are present on surveys that are given in CAPs)	75%	47
12	% of American Indian seniors who completed at least one college scholarship application. - Senior Exit survey (need to ensure that these metrics are present on surveys that are given in CAPs)	36%	47
Grade	Engagement Metrics	2020-2021	
		Baseline	tot n
12	Add a metric related to extracurriculars with community partners (Garden Warriors, Golden Eagles, DIW, Migizi, etc.)		
12	% of American Indian seniors who participated in at least one extracurricular activity at some point while in high school (sports, theatre, a club, math team, etc.). - Senior Exit Survey (need to ensure that these metrics are present on surveys that are given in CAPs)	72%	47
8 & 11	Student Climate Index - % of American Indian students who often or almost always agree - items related to sense of belonging	Spring 22 Results	
8 & 11	Student Climate Index - % of American Indian students grades 4-12 who often or almost always agree - items related to racial and cultural background	Spring 22 Results	
Parents	Parent/Guardian Climate Index - % of American Indian parents/guardians who often or almost always agree - items related to sense of belonging	Spring 22 Results	

Regular Board Meeting

November 9th

Updates to
Strategic Plan and
Supporting
Activities

Senior Officer
Eric Moore

Agenda

- Revised Mission and Vision
- Proposed Metrics
- Next steps

Strategic Plan Foundation

1

**Honor
Voices**

2

**Incorporate
Plans/Reports
and align work**

3

**Focus on
Implementation**

As a District Community We Value

- Equity, Representation, & Anti Racism
- Physical and Emotional Safety & Well-being
- Relationships, Trust, & Communication
- Shared Decision Making & Voice
- Transparency & Accountability
- Evidence-based Strategies

Evidence Based Practices: MPS/CEHD Research Practice Partnership

MPS and the University of Minnesota's College of Education and Human Development have identified four areas of priority where there is mutual interest and expertise: literacy, math, climate and teacher recruitment/retention. In each priority area, researchers will join with MPS staff to:

1. Raise awareness of current research findings with those involved in practice
2. Raise awareness of student/teacher/school needs to identify whether current research addresses needs or whether additional studies should be designed and conducted
3. Discuss potential implementations of evidence-informed products to address school needs and persistent challenges
4. Over time, evaluate implementation of identified products and effectiveness to address school needs

Over the next few months, CEHD and MPS personnel will meet in a roundtable discussion format. From there, work plans will be developed to help shape implementation and, eventually, lead to changes in practice that advance outcomes for students. The broader framework leading these efforts will be based on a framework of implementation science. We acknowledge that both CEHD and MPS have highly-skilled researchers and practitioners; together we will accomplish more than we could apart.

MPS/CEHD Research Practice Partnership

What the College of Education and Human Development can offer:

- World-class research in areas that matter to MPS
 - Literacy- aligned to goal 1
 - Math- aligned to goal 1
 - School climate- aligned to goals 2 and 4
 - Teacher recruitment, retention, and professional development- aligned to goal 3
- Partnerships to advance research and implementation efforts
- Experience and expertise from researchers invested in the community and public schools

Mission, Vision and Values

All students

- regardless of their background, zip code, and personal needs -*

will receive a well-rounded education that prepares them for future success

Version 1 Draft Vision

presented on
9/28/21



All students

- regardless of their background, zip code, and personal needs -*

*will receive an **anti-racist**, well-rounded education that prepares them for future success*

Version 2a Draft Vision

All students

***- regardless of their background,
zip code, and personal needs -***

***will receive an **anti-racist**, well
rounded education **that builds
essential knowledge** *in English,
reading or language arts, writing,
science, technology, engineering,
mathematics, foreign languages,
civics and government, economics,
arts, history, geography, computer
science, music **to prepare students
for future success*****

Version 2b Draft Vision



*Minneapolis Public
Schools exists to provide
a high quality, culturally
responsive education for
every Minneapolis
student*

Version 1 Draft Mission

presented
9/28/21

*Minneapolis Public
Schools exists to provide
a high quality, **anti-racist**,
culturally responsive
education for every
Minneapolis student*

Version 2 Draft Mission

An MPS Graduate...



...achieves excellence and success in career, college and life with a broad array of knowledge, capacities, skills and experiences.

...is empowered to thrive in diverse, multicultural, and global settings and communities.

Board Discussion on Mission and Vision Options

Goal 1: Academics

Goal One – Academic Achievement

Goal 1: Academic Achievement – Every student achieves their full potential through equal access to programming that is academically rigorous and connects learning in schools with students' experiences at home.

Draft Refined Strategies:

1. Provide standards-based core instruction with a focus on literacy and mathematics.
2. Ensure all curriculum and instructional practices are anti-racist and sustain the cultures, languages, and experiences of our students.
3. Provide magnet school pathways that offer innovative thematic instruction and integrated learning opportunities
4. Ensure all community schools provide access to STEM, music, art, language, and for high schools, ethnic studies and college credit courses
5. Implement Professional Learning Communities to ensure all students' needs are met through a system of academic support and intervention.

Academic metrics will be disaggregated by these student groups:

- All students,
- American Indian or Alaska Native,
- Black or African American,
- Asian,
- Native Hawaiian or Other Pacific Islander,
- White,
- Hispanic/Latino,
- Students receiving ELL services,
- Students receiving Special Education services,
- Students identified as homeless/highly mobile

Goal One – Academic Achievement

Goal 1: Academic Achievement: Every student achieves their full potential through equal access to programming that is academically rigorous and connects learning in schools with students' experiences at home.

Proposed Measures:

Academic Proficiency

- | | |
|-----|---|
| 1.1 | % of 2nd–8th grade students scoring in the proficient range as measured by aReading |
| 1.2 | % of 2nd–8th grade students scoring in the proficient range as measured by aMath |
| 1.3 | % of students scoring 4 and above on iStation (Spanish Dual Language assessment) |

Academic Growth

- | | |
|-----|--|
| 1.4 | % of 2nd–8th grade students meeting or exceeding expected growth targets in reading as measured by winter aReading |
| 1.5 | % of 2nd–8th grade students meeting or exceeding expected growth targets in math as measured by winter aMath |

Goal One – Academic Achievement

Goal 1: Academic Achievement: Every student achieves their full potential through equal access to programming that is academically rigorous and connects learning in schools with students' experiences at home.

Proposed Measures:

Kindergarten Readiness

1.6 % of Kindergarten students scoring in the proficient range as measured by earlyReading

1.7 % of Kindergarten students scoring in the proficient range as measured by the Kindergarten Concepts of Math

Graduation Rate

1.8 % of students graduating in four years

Advanced Coursework

1.9 % of students who enroll in at least one advanced course and receive a 'C' or above (AP, IB, CIS, Advanced CTE, PSEO)

Goal 2: Student Well Being

Goal Two – Student Well-Being

Goal 2: Student Well-Being – Every Student’s physical and mental well-being is addressed as an integral part of their education.

Draft Refined Strategies:

1. Provide equitable access to culturally responsive counseling and mental health services
2. Fully implement a restorative approach to classroom management
3. Integrate social and emotional practices into all classrooms and OST activities
4. Provide physically safe and welcoming school environments through strategic reduction of walk zones, building cleanliness, building improvements, landcare and strong emergency management practices
5. Support healthy child development through nutritious meals and promotion of physical activity

Goal Two – Student Well-Being

Goal 2: Student Well-Being – Every Student’s physical and mental well-being is addressed as an integral part of their education.

Proposed Measures:

- | | |
|------|---|
| 2.1. | % of students indicating Almost Always “feel safe in school” |
| 2.2. | % of students indicating Almost Always “feel connected to school” |
| 2.3. | % of students indicating Almost Always “teachers care about me” |
| 2.4. | % of students indicating that they have a voice in classroom decisions |
| 2.5. | % of students indicating that their classroom experiences affirm their identity |
| 2.6. | Disparity rate for students of color suspended once or more (risk ratio) |

Goal 3: Effective Staff

Goal Three – Effective Staff

Goal 3: Effective Staff – School and district staff approach all work centered on students and equity.

Draft Refined Strategies:

1. Strengthen pathways and reduce barriers for talented and diverse MPS employees and potential employees to become teachers.
2. Maintain Teacher Equity plan focused on staffing needs of MPS' 15 highest need schools
3. Deepen strategic recruitment of high quality, diverse teachers and staff
4. Pursue negotiations strategies that address contractual barriers to the equitable distribution and the recruitment, hiring, and retention of high-quality, diverse teachers and staff
5. Pursue authentic engagement with MPS parents around the design and implementation of equitable HR policies and practices

Goal Three – Effective Staff

Goal 3: Effective Staff – School and district staff approach all work centered on students and equity.

Proposed Measures:

- | | |
|------|---|
| 3.1. | % of employee retention: staff retained overall and by race |
| 3.2. | % of racially diverse staff |
| 3.3. | % of classroom teacher vacancies at start of school year |
| 3.4. | % of racial diversity new hires |

Goal 4: School and District Climate

Goal Four – School and District Climate

Goal 4: School and District Climate – MPS is known by our community as welcoming, responsive, and connected.

Draft Refined Strategies:

1. Fully implement the climate framework to ensure all district staff, parents, and students feel heard, valued and respected.
2. Utilize district equity competencies to inform district hiring and retention practices, professional development opportunities, and professional support systems.
3. Provide consistent opportunities for youth, parents and community members to provide feedback on district policies and practices.
4. Ensure student placement practices support integrated learning opportunities, and increased enrollment and retention
5. Support community partnerships to enhance student experiences and learning opportunities.

Goal Four – School and District Climate

Goal 4: School and District Climate – MPS is known by our community as welcoming, responsive, and connected.

Proposed Measures:

- | | |
|------|---|
| 4.1. | % of parents indicating Almost Always "I feel welcome at my child's school" |
| 4.2. | % of site councils with proportional representation by race |
| 4.3. | % of publicly educated Minneapolis-resident students choosing MPS (market share) |
| 4.4. | % of staff completing equity training |
| 4.5. | % of students/parents/school level staff/central office staff indicating positive climate |
| 4.6. | % climate indicators met (Climate Index 2023-2024) |

Next Steps

Next steps

- Numerical Targets
- Conditions for Success
- Climate Indicators

Questions/Discussion

Appendix

Goal 2 Climate Related Questions from Surveys

MPS Climate Survey (response options go from almost never to almost always)

- Teachers care about me
- I feel like I belong at my school
- I feel safe in this school

Cultivate Survey – Student Voice Scale (response options go from not at all true to completely true)

- This teacher asks for our input about what we want to learn.
- I have the opportunity to make choices in this class.
- In this class, my ideas are taken seriously.
- This teacher responds to student suggestions to make our class better.

Cultivate Survey – Affirming Identities Scale (not at all true to completely true)

- This teacher accepts me for who I am as a person.
- This teacher makes sure all students are valued and supported, no matter what their backgrounds or identities are.
- I see positive examples of people like me in the things we learn in this class.
- This teacher uses examples from different races, cultures, and communities to teach this subject.

Minneapolis Public Schools

List A: All Employees: Tuesday, November 9, 2021

Hiring - Licensed

Jo Abraham	Extended Learning	Teacher, English	10/4/2021
Kaylee Anderson	Henry High	Teacher, Special Education	10/13/2021
Rosemary Attiyeh	Armatage	Teacher, Music Therapist	10/25/2021
Frederick Ballew	Design & Training	Teacher, TOSA General	10/18/2021
Jane Blackwell	Folwell Performing Arts	Teacher, Music	8/15/2021
Renee Brasuhn	Whittier Community School	Teacher, Social Worker	10/21/2021
Candice Bruhjell	Health Services	Teacher, School Nurse	9/7/2021
Kylie Christianson	Pillsbury Math/Science/Technology	Teacher, Elementary	10/11/2021
Randolph Cooper	Bethune	Teacher, Building Reserve	10/5/2021
Andrew Edwards	North (ISA)	Teacher, Building Reserve	10/25/2021
Katherine Foy	Jenny Lind	Teacher, Building Reserve	10/14/2021
Morgan France-Ramirez	Richard Green Central	Teacher, Building Reserve	10/12/2021
Britany Geoghegan	Whittier Community School	Teacher, High Five	10/20/2021
Stephanie Johnson	Online Learning	Teacher, Social Worker	10/19/2021
Sally Kephart Carlson	Longfellow High School (Dist. Alt.)	Teacher, Art	10/12/2021
Sarah Mills	Pillsbury Math/Science/Technology	Teacher, Elementary	11/8/2021
Mary Catherine Pavon	Health Services	Teacher, School Nurse	11/1/2021
Laura Pederson	Anishinabe Academy	Teacher, World Languages (Ojibwe)	10/26/2021
Emily Peterson	ABE Hourly	Teacher, Adult Basic Ed (Hourly)	10/18/2021
Todd Wallace	Online Learning	Teacher, Physical Education	10/4/2021

Minneapolis Public Schools

List A: All Employees: Tuesday, November 9, 2021

Hiring - Non Licensed

Anne Aal	Youth & Adult Enrichment	Associate Educator	10/19/2021
Shelby Abdul-Khalek	Webster Elementary	Special Education Assistant	10/19/2021
Fadumo Ahmed	Webster Elementary	Associate Educator	10/26/2021
Ali Cia Anderson-Campbell	Jefferson Elementary	Health Services Assistant	10/26/2021
Hunter Baxley	Grounds	Grounds Equipment Operator	10/11/2021
Kate Bechtle	Board Office	Director, Compliance	10/5/2021
Brooke Begich	Transition Plus	Special Education Assistant	10/19/2021
Clayton Benjamin	Design & Training	Technology Applications Instructor	10/26/2021
Matthew Bockley	Windom Elementary	Special Education Assistant	10/19/2021
Natalie Branch	Talent Acquisition	Human Resources Consultant	10/6/2021
Brenda Brown	Harrison Education Center	Special Education Assistant	10/19/2021
Jayzee Brown	AVID Tutors	AVID Assistant	10/19/2021
Noah Cameron	Adult Basic Education	Associate Educator	10/19/2021
Luisa Chavarria	Sheridan	Associate Educator	10/5/2021
Haven Clark	Transition Plus	Special Education Assistant	10/19/2021
Geriard Cook	Olson Middle School	Associate Educator	10/5/2021
Naomi Cowan	AVID Tutors	AVID Assistant	10/19/2021
Miranda Crenshaw	North (ISA)	Special Education Assistant	10/25/2021
Jenna Dardis	Transportation	Program Coordinator, Transport. Training	10/12/2021
Andrew Diemand	KBEM Radio	KBEM Program Specialist	10/11/2021
Gladys Fajardo	Roosevelt High	Office Specialist	10/19/2021

Minneapolis Public Schools

List A: All Employees: Tuesday, November 9, 2021

Hiring - Non Licensed

Aliya Finman-Palmer	Marcy Open School	Associate Educator	10/5/2021
Yesenia Flores-Zamora	Edison High	Special Education Assistant	10/19/2021
Hamdi Gedi	Nellie Stone Johnson	Associate Educator	10/19/2021
Julie Gerth	Lake Harriet Lower (Audubon)	School Secretary	10/26/2021
Nancy Gonzalez	Minneapolis Kids	Child Care Assistant	11/2/2021
Dyshawn Hager	North (ISA)	Special Education Assistant	8/23/2021
William Harris	North (ISA)	Special Education Assistant	10/6/2021
Nasir Hassan	Folwell Performing Arts	Associate Educator	10/11/2021
Keevin Hinton	Engineers, Zone 2	Custodian	10/19/2021
Teara Hinton	River Bend	Special Education Assistant	10/5/2021
Kory Holmes	Transportation	School Bus Driver	10/25/2021
Mary Holweger	Nellie Stone Johnson	Associate Educator	10/13/2021
Sahra Ismail	CWS, Site Group 4	Food Service Assistant	9/20/2021
Romesha Jones	Hmong International Academy	Special Education Assistant	10/5/2021
William Jones	Justice Page School	Special Education Assistant	10/26/2021
Olivia Kalthoff	River Bend	Special Education Assistant	9/14/2021
Bahja Kasim	Henry High	Associate Educator	8/23/2021
Lauren Kibler	Kenwood Elementary	Special Education Assistant	10/19/2021
Nikolas Klinkner	Roosevelt High	Special Education Assistant	10/5/2021
Mattie Laperle	Capital Projects, Const. & Maintenance	Project Coordinator, Operations	10/11/2021
Jesse Lawson	Edison High	Special Education Assistant	10/19/2021

Minneapolis Public Schools

List A: All Employees: Tuesday, November 9, 2021

Hiring - Non Licensed

Skyla Lee	Minneapolis Kids	Child Care Assistant	10/19/2021
Crystina Lugo-Beach	Marketing & Communications	Coordinator, Media Relations	10/19/2021
Juana Magana Miranda	Sheridan	Associate Educator	10/5/2021
Charles Mannie	Olson Middle School	Associate Educator	10/19/2021
Lisa Mason	Franklin Middle	School Secretary	10/5/2021
Courtney Mcadams	Longfellow High School (Dist. Alt.)	Office Specialist	10/25/2021
Toni Mccray	Student Placement Services	Intake Specialist	10/18/2021
Brianna Mcknight	Pillsbury Math/Science/Technology	Special Education Assistant	10/19/2021
Hibo Mohamed	Engineers, Zone 1	Custodian	10/19/2021
Murwo Mohamed	Seward Montessori School	Associate Educator	10/21/2021
Sahra Mohamud	Wellstone Intl High School	Associate Educator	10/19/2021
John Monahan	Engineers, Zone 2	Custodian	10/26/2021
Natalie Nault	Minneapolis Kids	Child Care Assistant	11/2/2021
Anh Duy Nguyen	AVID Tutors	AVID Assistant	10/11/2021
Ryan Nordness	South High	Special Education Assistant	10/19/2021
Elizabeth Ortega Perez	CWS, Site Group 1	Food Service Assistant	10/19/2021
Amati Owen	Adult Basic Education	Associate Educator	10/5/2021
Rachel Pederson	South High	Associate Educator	10/19/2021
Jacqueline Pennaz	Online Learning	Special Education Assistant	10/5/2021
Samantha Pfeffer	Andersen United	Associate Educator	10/26/2021
Wesley Phipps	KBEM Radio	Radio Broadcast Engineer	10/26/2021

Minneapolis Public Schools

List A: All Employees: Tuesday, November 9, 2021

Hiring - Non Licensed

Ulisyie Powell	Harrison Education Center	Special Education Assistant	10/11/2021
Alison Reynolds	Anne Sullivan	Special Education Assistant	10/26/2021
Valerie Riley	Hall International	Special Education Assistant	10/5/2021
Connor Rohwer	Seward Montessori School	Special Education Assistant	10/26/2021
Clarissa Schmidt	CWS, Site Group 2	Food Service Assistant	10/14/2021
Maritza Scott De Guevara	Lyndale Elementary	Associate Educator	9/30/2021
Emma Shepherd	Washburn High	Special Education Assistant	10/15/2021
Cathleen Simons	AVID Tutors	AVID Assistant	10/19/2021
Thomas Skold	CWS, Production	CWS Production Coordinator	10/5/2021
James Spotted Thunder Moreno	Anishinabe Academy	Associate Educator	10/5/2021
Antonio Tate	North (ISA)	Associate Educator	10/18/2021
Katlyn Tautges	Bethune	Associate Educator	10/26/2021
Carolyn Thompson	Lake Nokomis Keewaydin	Associate Educator	10/26/2021
Erica Thompson	Anishinabe Academy	Security Monitor	10/26/2021
David Trotter	Engineers, Zone 1	Custodian	10/19/2021
Eileen Walsh	Washburn High	Special Education Assistant	10/26/2021
Darnell Wilson	CWS, Site Group 5	Food Service Assistant	10/7/2021
Tegan Wilson	Washburn High	Office Specialist	10/5/2021
Kenda Zellner-Smith	Washburn High	Special Education Assistant	10/5/2021

Discharges

Licensed

Non-Licensed

Associate Educator	10-19-2021	2021-11-ER-4687
School Bus Driver	11-04-2021	2021-11-ER-4716

Probationary Separations

Licensed

Licensed, Staff Reduction

Non-Licensed

Special Education Assistant	10-19-2021	2021-11-ER-4706
Grounds Equipment Operator	10-22-2021	2021-11-ER-4702
Custodian	10-15-2021	2021-11-ER-4701
Food Service Assistant	10-28-2021	2021-11-ER-4721
Administrative Assistant	11-05-2021	2021-11-ER-4712

Non-Licensed, Staff Reduction

Layoffs

Licensed

Non-Licensed

Administrative Contract Non-Renewals

**FIRST AMENDMENT AMD-13352 TO CONTRACT MAS-13074 BETWEEN:
SPECIAL SCHOOL DISTRICT NO. 1 AND AIRPORT/AIRLINE TAXI CAB
CORP**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Airport/Airline Taxi Cab Corp, dated November 1, 2021 (“Contract”) is made and entered into by and between Special School District No. 1 (“District”) and Airport/Airline Taxi Cab Corp (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No. 1, a special a school district created and existing under Minnesota law (“District”) and Airport/Airline Taxi Cab Corp ("Contractor") entered into a contract titled Homeless and Highly Mobile Transportation for a period between 11/1/2021 through 6/30/2022 (“Contract”), and

WHEREAS, the Parties now desire to amend the contract;

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section 3.1 of the Contract shall be amended to read to add \$2,000,000

Except as herein amended, the terms, conditions and provisions of the Contract shall apply to and govern the provisions of this Amendment.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: _____

Title: _____

Date: _____

Airport/Airline Taxi Cab Corp

By: SP _____

Name: Steve Pint _____

Title: Pres. _____

Date: 10-20-21 _____

**FIRST AMENDMENT AMD-13345 TO CONTRACT MAS-13345 BETWEEN:
SPECIAL SCHOOL DISTRICT NO. 1 AND BILLE BUS TRANSPORTATION,
INC**

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Bille Bus Transportation, Inc, dated November 1, 2021 ("Contract") is made and entered into by and between Special School District No. 1 ("District") and Bille Bus Transportation, Inc ("Contractor") (collectively "parties").

WHEREAS, Special School District No. 1, a special a school district created and existing under Minnesota law ("District") and Bille Bus Transportation, Inc ("Contractor") entered into a contract titled Transportation services for a period between 11/1/2021 through 6/30/2022 ("Contract"), and

WHEREAS, the Parties now desire to amend the contract;

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section 3.1 of the Contract shall be amended to add: \$7,000,000

Except as herein amended, the terms, conditions and provisions of the Contract shall apply to and govern the provisions of this Amendment.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: _____

Title: _____

Date: _____

Bille Bus Transportation, Inc

By: ABW MLU

Name: Abdirizak Bille

Title: CEO

Date: 10/20/21



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 BSN SPORTS INC DBA US GAMES “Contractor” (collectively “parties”) to provide physical education equipment at PK-5 Minneapolis Public Schools.

1 TERM OF CONTRACT

- 1.1 This Contract is effective on November 9, 2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2022, 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 \$186,996.50. 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: Teaching & Learning Dept.

Attn: Jennifer Rose

1250 W Broadway

Minneapolis, MN 55411

Email: Jennifer.rose@mpls.k12.mn.us



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400001221

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CONTRACTOR

NAME: JOSH HICKS

Address: PO BOX 84139, DALLAS, TX 75284-1393

Phone: 612-327-2520

Email: josh.hicks@bsnsports.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.

[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: 4400001221

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: AIMEE FEARING
(Printed)

Title: Senior Officer Academic Officer

Date: _____

CONTRACTOR NAME

Signature: 

Name: PAUL BRUNELLE
(Printed)

Title: Vice President of Sales

Date: 11/1/2021

EXHIBIT A: SCOPE OF WORK

Deliverables:

To provide physical education equipment per Quote Cart#: 7710853.

Service Outcome:

Physical education equipment received.

Method of Evaluation

Receipt of all materials ordered.

[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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Amendment #2 to Contract Number COM0001489

THIS Amendment is made and entered into by and between the City of Minneapolis (herein called the "City") and SPECIAL SCHOOL DISTRICT #1, (herein called the "District").

WHEREAS, the City and District have entered into that certain Contract identified above (the "Contract"); and

WHEREAS, the District and the City have agreed that a change to the here-mentioned Contract is necessary;

NOW, THEREFORE, the parties hereto agree to amend said Contract as follows:

Section 2, "Activities Performed in Election Years," bullet point six of the Agreement which previously read:

- Perform duties of school district candidate filing officer, including acceptance of affidavits of candidacy and petitions. Maintain official copies of those documents.

Shall be replaced with:

- Perform duties on behalf of the District to accept and maintain affidavits of candidacy, Statements of Economic Interest and petitions filed by all School Board Candidates.

Section 2, "Administrative Duties Performed Every Year," shall be amended to include the additional duty:

- Accept and maintain Statements of Economic Interest filed annually for all elected officials in the District.

All other terms and conditions of said Contract are unaltered hereby, shall remain in full force and effect, and are hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

The parties being in agreement, have caused this document to be executed as follows:

FOR THE CONSULTANT, CONTRACTOR, OR OTHER NON-CITY SIGNATORY¹:

Signature:

Name: Ryan Strack

Title: Administrator, Board and Government Relations

By signing this document, I represent that I have the authority to enter into and bind the above-named entity to this Contract.

FOR THE CITY:

Approved as to Form by:

Signature: 
18B29C56971E4F8...

Assistant City Attorney

Signature:

Department Head (or Designee) Authorized to Sign this Contract and/or Responsible for Administering and Monitoring Contract

Signature:

Finance Officer or Designee/Purchasing Agent

¹ The Non-City Signatory is the other party to this Contract, and may be identified elsewhere in the Contract as, depending on the City program or process involved, the Consultant, Contractor, Grantee, Lender, Licensee, Responsible Party, or as otherwise indicated.



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 GOPHER SPORT INC. “Contractor” (collectively “parties”) to provide physical education equipment at 6-12 Minneapolis Public Schools.

1 TERM OF CONTRACT

1.1 This Contract is effective on November 9, 2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2022, 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 \$147,270.77. 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: Teaching & Learning Dept.

Attn: Jennifer Rose

1250 W Broadway

Minneapolis, MN 55411

Email: Jennifer.rose@mpls.k12.mn.us



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

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CONTRACTOR

NAME: Doug Satre
Address: 2525 LeMond Street S.W., Owatonna, MN 55060
Phone: 855-500-2746
Email: dougsatre@gophersport.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.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Aimee Fearing
(Printed)

Title: Senior Academic Officer

Date: _____

CONTRACTOR NAME

Signature:  _____

Name: Doug Satre
(Printed)

Title: Senior Territory Sales Manager

Date: 11/2/2021



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400001220

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EXHIBIT A: SCOPE OF WORK

Deliverables:

To provide physical education equipment per Quote #: QT46016

Service Outcome:

Physical education equipment received.

Method of Evaluation

Receipt of all materials ordered.

[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.]



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400001220

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**AMENDMENT #1 TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Groves Academy**

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Groves Academy dated 11/9/2021 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Groves Academy ("Contractor") (collectively "parties").

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Groves Academy ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 8/1/2021 through 6/30/2022 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001096

1. *Original contract amount:* \$98,112.00
2. *Accumulative contract amount:* \$165,112.00

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section: 1:1 and 3:1

Description: 1:1 Need for tier 2 intervention materials .

3.1 Total Obligation District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$165,112.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Except as herein amended, the terms, conditions and provisions of the contract shall apply to and govern the provisions of this Amendment.

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Aimee Fearing

Title: Senior Academic Officer

Date: _____

Groves Academy:

Signature: Katherine Campbell

Name: Katherine Campbell

Title: Director

Date: 11/2/21



Capital Planning, Construction & Maintenance Department

Construction Contract Change Order Cover Sheet

Project Information

Contractor	Maertens-Brenny Construction	Date	10/19/2021
Project Name	Olson M.S. Safe & Welcoming Entrance	Project No.	20OLSO001
Contract Approval Date:	4/13/2021	OP Number	21-2120

Summary

Original Contract Amount	\$ 711,500.00	Date of Substantial Completion	8/15/2021
Board Authorized Amount	\$ 782,650.00		

Summary of Previous Change Orders			
Change Order #1	\$	3,992.02	PR-1 Added plantings per City Mpls Plan Review
Change Order #2	\$	2,909.68	Footings & Foundation revisions
Change Order #3	\$	1,100.24	Added HVAC Air Grilles & Revised Carpet
Change Order #4	\$	74,902.89	Health Office ADA Toilet
Change Order #5	\$	-	
Change Order #6	\$	-	
Change Order #7	\$	-	
Change Order #8	\$	-	
Change Order #9	\$	-	
Change Order #10	\$	-	
TOTAL OF PREVIOUS CHANGE ORDERS			\$ 82,904.83

AMOUNT OF THIS CHANGE ORDER #	5	\$ 26,339.49
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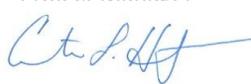
TOTAL CHANGE ORDERS TO DATE \$ 109,244.32

REVISED CONTRACT AMOUNT \$ 820,744.32

REVISED DATE OF SUBSTANTIAL COMPLETION 10/1/2021

DATE OF BOARD ACTION 11/9/2021

Reviewed By:  Date: 10/19/2021
Project Manager

Reviewed By:  Date: 10/21/2021
Manager of Planning & Construction

Approved By: _____ Date: _____
COO

Approved By: _____ Date: _____
SFO



Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Olson Middle School FY20 Safe & Welcoming Entry 1607 51st Avenue North Minneapolis, MN 55430	CONTRACT INFORMATION: Contract For: General Construction Date: March 18, 2021	CHANGE ORDER INFORMATION: Change Order Number: 005 Date: October 12, 2021
OWNER: <i>(Name and address)</i> Minneapolis Public Schools Special School District No. 1 1250 West Broadway Avenue Minneapolis, MN 55411	ARCHITECT: <i>(Name and address)</i> RoehrSchmitt Architecture, LLC 1229 Tyler Street NE, Suite 275 Minneapolis, MN 55413	CONTRACTOR: <i>(Name and address)</i> Maertens-Brenny Construction Company 8251 Main Street NE Minneapolis, MN 55432

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.)

Per RFI19 and PR010 and supporting documents regarding structural coordination inconsistency, provide removal and reinstallation of HSS 16"x4" beam as indicated to conform to architectural drawings for the amount of \$4,220.37 (as quoted in PR010 pricing).

Per PR011 and supporting documents, provide 2x2 ACT ceiling grid in lieu of gypsum board ceiling as indicated in drawings for the amount of -\$10.89 (as quoted in PR011 pricing).

Per COR 005 and supporting documents, provide gypsum board furring to the south main office wall to cover deformities in existing wall as indicated for the amount of \$1,071.23.

Per COR 006 and supporting documents, provide vision light kits at doors 110 and 111 to provide line-of-sight for safety and security as indicated for the amount of \$913.18.

Per COR 007 and supporting documents (at the request of Principal Barrage), provide sound mitigation in the form of sealing at dividing walls where they meet exterior walls and insulation above the ceiling grid between rooms 109 and 113 as indicated for the amount of \$477.14.

Per COR 008 and supporting documents, provide removal and of sidewalk and replacement thereof to adequately drain water to grass and driveway as indicated for the amount of \$1,914.66.

Per COR 009 and supporting documents, due to long lead times for permanent glass, provide temporary glass at vestibule storefront frames as indicated for the amount of \$4,479.35.

Per COR011 and supporting documents, due to clearance issues at existing structure, provide pull-side auto operator at door 001B as indicated for the amount of \$2,557.80.

Per COR012 and supporting documents, provide removal of old, abandoned, floor electrical boxes, fill boxes with grout flush to surrounding floor, and refeed printer/copier in room 105 as indicated for the amount of \$3,940.47.

Per COR013 (Option 2) and supporting documents (at the request of Principal Barrage), provide sound mitigation panels, insulation, and additional glass panes at office 109 as indicated for the amount of \$4,671.32.

Per COR014 and supporting documents, provide painting of existing access panels in 3 metal frames between office 104 & office 100, office 103 & hall 142 as indicated for the amount of \$1,039.11.

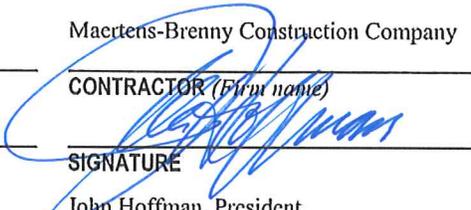
Per COR015 and supporting documents, provide exporting and disposal of unsuitable soils discovered during excavation for footings and foundation of the new addition, as indicated for the amount of \$1,065.75.

The original Contract Sum was	\$	711,500.00
The net change by previously authorized Change Orders	\$	82,904.83
The Contract Sum prior to this Change Order was	\$	794,404.83
The Contract Sum will be increased by this Change Order in the amount of	\$	26,339.49
The new Contract Sum including this Change Order will be	\$	820,744.32

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.

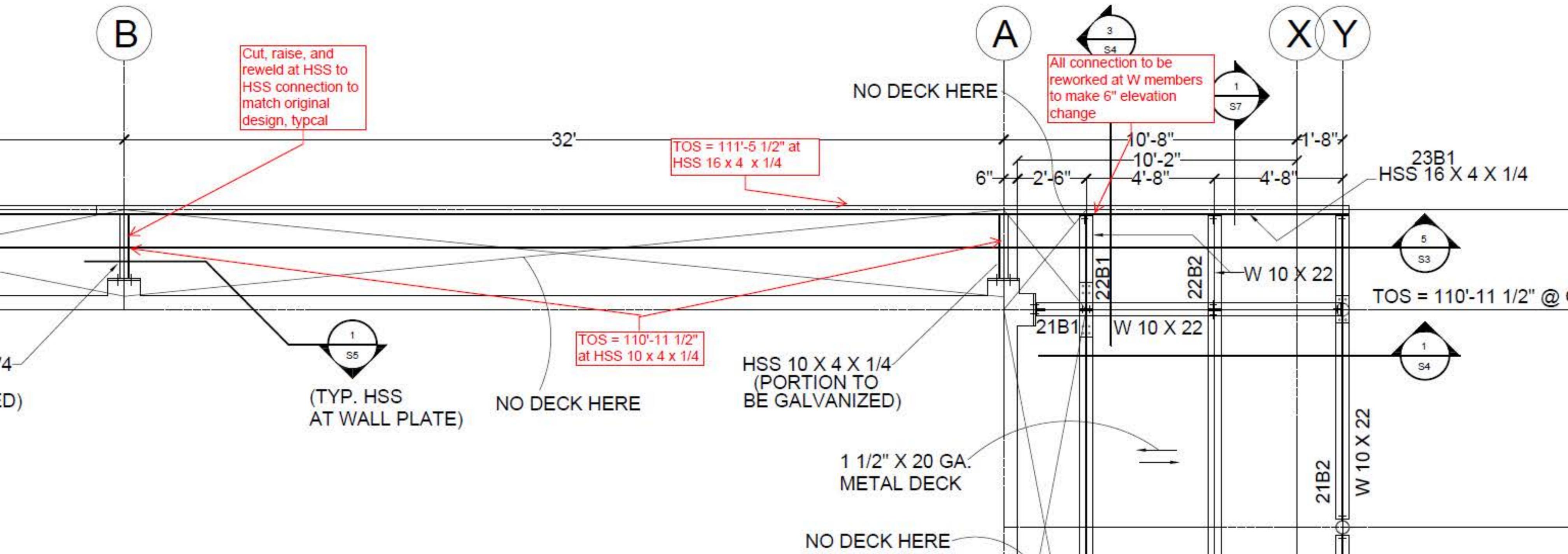
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

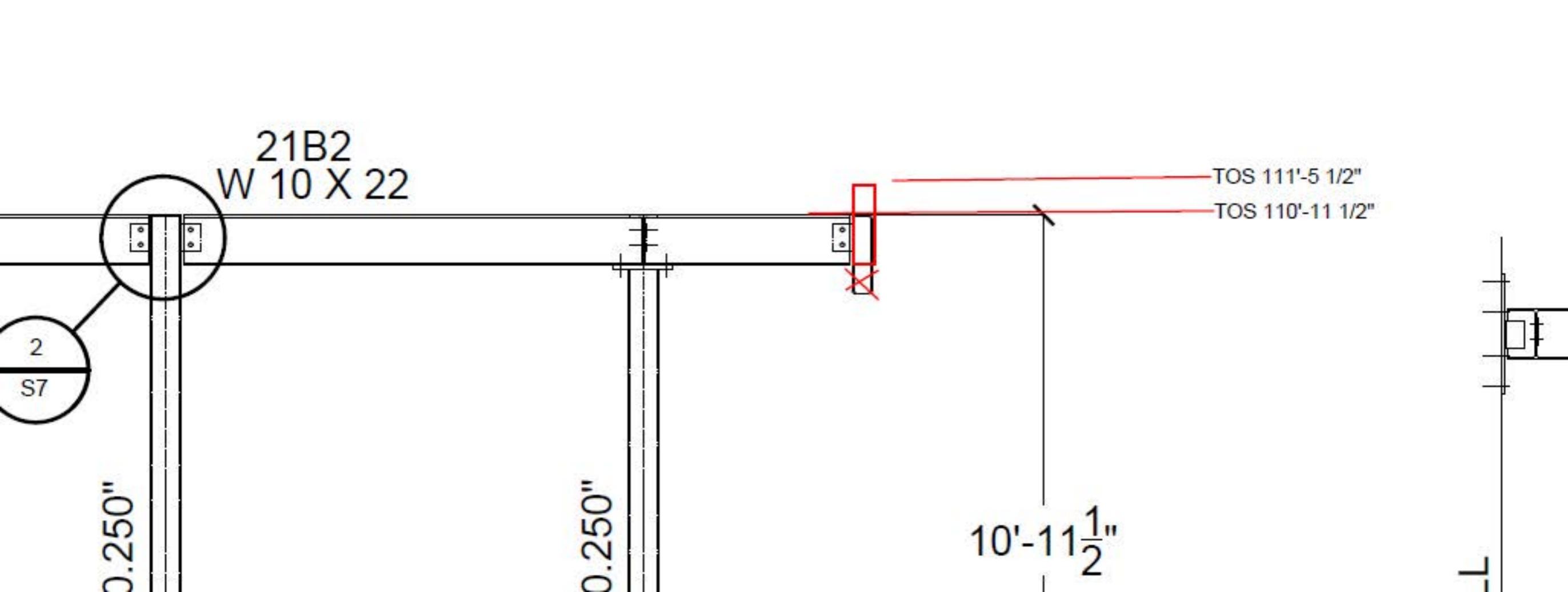
RoehrSchmitt Architecture, LLC	Maertens-Brenny Construction Company	Minneapolis Public Schools Special School District No. 1
<u>ARCHITECT (Firm name)</u>	<u>CONTRACTOR (Firm name)</u>	<u>OWNER (Firm name)</u>
		
<u>SIGNATURE</u>	<u>SIGNATURE</u>	<u>SIGNATURE</u>
Christopher Schmitt, AIA, President	John Hoffman, President	Karen A DeVet, Senior Operating Officer
<u>PRINTED NAME AND TITLE</u>	<u>PRINTED NAME AND TITLE</u>	<u>PRINTED NAME AND TITLE</u>
10/12/21	10/12/21	
<u>DATE</u>	<u>DATE</u>	<u>DATE</u>

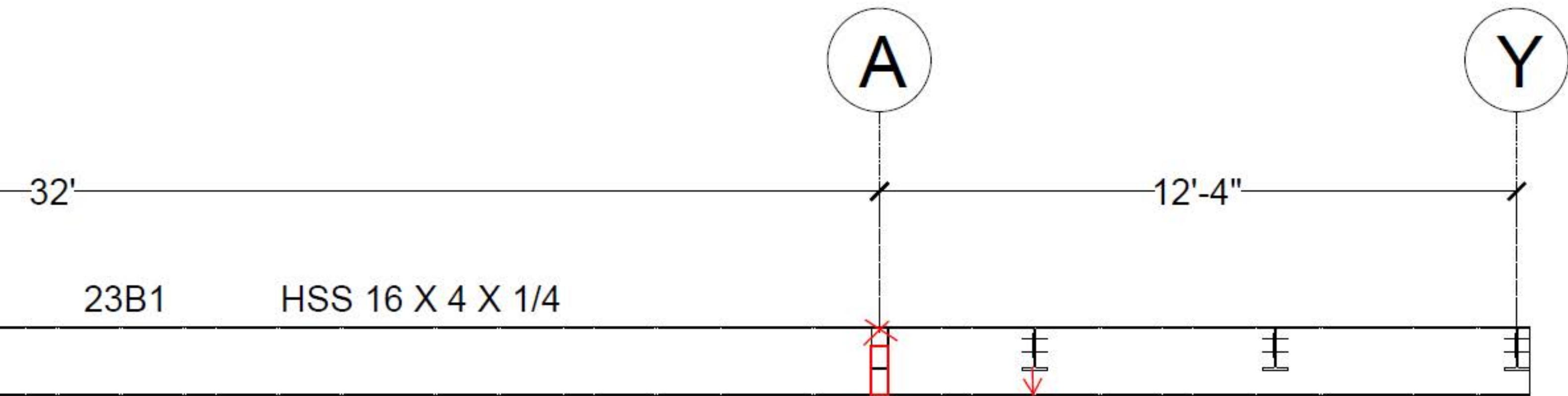
REQUEST FOR INFORMATION

To: RoehrSchmitt Architecture LLC 1229 Tyler Street NE, Suite 275 Minneapolis, MN 55413	Date: 7/29/2021
Attn: Chris Schmitt, AIA Mischael Parotti	RFI#: 19
	Fax: N/A
	E-Mail: Chris@RoehrSchmitt.com Michael.Parotti@RoehrSchmitt.com
From: Maertens-Brenny Construction 8251 Main St Ne Minneapolis, MN 55432 Phone: 763-786-4779 Fax:763-786-6973	By: Justin Higgins
	E-Mail Jhiggins@MaertensBrenny.com
Project: MPS - Olson Middle School Safe and Welcoming Entrance	Subject/Reference: HSS 16 x 4 top of steel Elevation
Information Requested: The top of steel at grid 1 is noted as 110' 11-1/2" on sheet S-101. No Elevation change is given for any steel north of grid 1 and, as such, all steel north of grid 1 is installed top of steel at 110' 11-1/2". Per architectural detail 5 and 6, the metal fascial wrap is to be at an equal elevation on the bottom to the fascia on the east and west side of the canopy. These details do not note an elevation change on the HSS 16 x 4, though. MBCC proposed to move the HSS 16 x 4 to a top of steel elevation of 111' 5-1/2" and keep the stub beams, HSS 10 x 4, at the 110' 11-1/2" elevation. This would required cutting the HSS to HSS connection and rewelding the connection points 6" higher at the 6 connection points along this beam. Please advise if acceptable per attached documents. Please note that a claim will be made for the extra work associated with the steel modifications as it is currently installed at the elevation shown on the documents. Note that modifications to metal panel fascia is not possible due to 16+ week lead time on new panels.	
Response: GC'S RESINSTALLATION PROCESS AS DESCRIBED IN THIS RFI IS CORRECT. INTENT IS TO ALLOW METAL PANEL TO WRAP UNDER 16" HSS AND ABUT WOOD CEILING UNDER CANOPY (SEE 6-A520 FOR INTENDED RELATIONSHIP OF ELEMENTS). 16" HSS SHOULD PROJECT APPROXIMATELY 6" ABOVE 10" WIDE FLANGE BEAMS TO ALLOW SLOPED INSULATION TO TERMINATE AT TOP OF 16" HSS. SEE RELATED DETAILS ON A-520. PROCEED WITH REINSTALLATION AT HIGHER LOCATION. PR TO FOLLOW. -RSA	





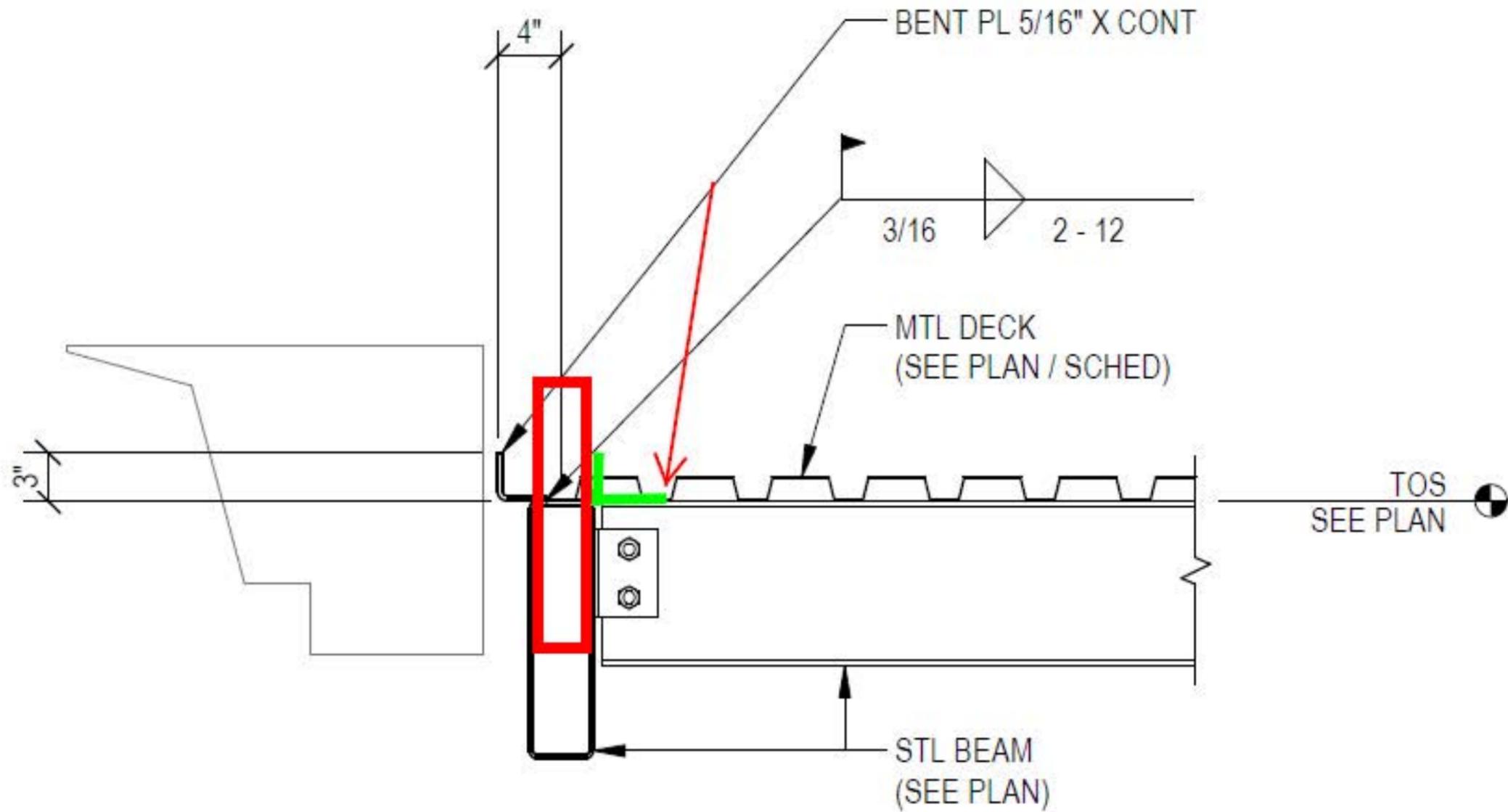




move HSS to HSS connection to bottom elevation matching, typ

move all W-member to 16 x 4 connections down 6" to match bottom elevaiotn, typ

Keep bent plate on canopy portion



5
S-301

FRAMING DETAIL

3/4" = 1'-0"

Proposal Request

010

Project: **F.B Olson Middle School – 21-2120 - FY20 Safe & Welcoming Entrance** Proposal Request No.: **010**

Owner: **Minneapolis Public Schools**
1250 West Broadway Ave
Minneapolis, MN 55411

Date of Issuance: **July 30th, 2021**

To: **Maertens-Brenny Construction Company**
8251 Main Street NE
Minneapolis, MN 55432

Architect: **RoehrSchmitt Architecture, LLC**
1229 Tyler Street NE, Suite 275
Minneapolis, MN 55413

Contract For: **General Construction**

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within days or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

Provide removal and reinstallation of HSS 16"x4" beam as described in RFI 19.

Attachments:

None

Requested By:

Christopher N. Schmitt, AIA

Proposal Request #010

MAERTENS-BRENNY CONSTRUCTION CO.
8251 MAIN STREET NE
MINNEAPOLIS, MN 55432

MPS - Olson Middle School - Safe & Welcoming Entrance

M-B JOB #	3053
MPS Pub. #	21-2120

Remove and Reinstall HSS 16 x 4 to new Elevation	PR #010				
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DATE	5-Aug-21
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DESCRIPTION OF WORK	LABOR				MATERIAL				SUBCONTRACT	
	QUANTITY	UNIT	\$/UNIT	COST	QTY	UNIT	\$/UNIT	COST	COST	
Subcontractor Quotes										
Red Cedar Steel Erectors, Inc.										
Remove and Reinstall HSS 16 x 4 to new Elevation									\$ 3,960.00	
M-B work										
NO MBCC Work										
Labor										
Superintendent		Hours	\$96.73	\$ -						
Carpenter		Hours	\$92.13	\$ -						
Finisher		Hours	\$100.07	\$ -						
Mason		Hours	\$94.32	\$ -						
Laborer		Hours	\$85.97	\$ -						
Tax										
									8.025%	
BASE SUBTOTALS FOR LABOR MATERIAL AND SUBS				\$ -					\$0.00	\$ 3,960.00

OVERHEAD & PROFIT ON LABOR	10%	0.00	TOTAL SUBCONTRACT	\$ 3,960.00	
OVERHEAD & PROFIT ON MATERIAL	10%	0.00			
SUBTOTAL		4,158.00		5%	\$198.00
BOND	1.5%	62.37			
GRAND TOTAL		4,220.37			

REMARKS OR NOTES

Justin Higgins
PROJECT MANAGER

Authorization to proceed with the work described above

Authorization signature and date

PROJECT NAME:

Olson Middle School

DATE:

8/2/2021

To:

Justin Higgins

Email:

jhiggins@maertensbrenny.com

Phone:

612.363.0402



COST IMPACT SUMMARY

**Cost Impact
Summary
Description:**

PR#10

Description	Quantity	Labor			Equipment		Totals
		Total Hours	Hourly Rate	Total Labor	Type	Total	
1 Cut down HSS16x4		12	\$ 115.00				\$ 1,380.00
2 Grind welds smooth/prep work		6	\$ 115.00				\$ 690.00
3 Reinstall HSS at correct elevation due to bust in drawings		12	\$ 115.00				\$ 1,380.00
4 Truck & tools							\$ 150.00
5							\$ -
6							\$ -
7							\$ -
8							\$ -
Subtotal							\$ 3,600.00
Overhead Profit & Markup							\$ 360.00
Total Contractor Cost with Markup							\$ 3,960.00

Additional Comments:

Equipment	\$ -
Supply	\$
Total	\$ 3,960.00

Proposal Request

011

Project: **F.B Olson Middle School – 21-2120 - FY20 Safe & Welcoming Entrance** Proposal Request No.: **011**

Owner: **Minneapolis Public Schools**
1250 West Broadway Ave
Minneapolis, MN 55411

Date of Issuance: **August 3rd, 2021**

To: **Maertens-Brenny Construction Company**
8251 Main Street NE
Minneapolis, MN 55432

Architect: **RoehrSchmitt Architecture, LLC**
1229 Tyler Street NE, Suite 275
Minneapolis, MN 55413

Contract For: **General Construction**

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within days or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

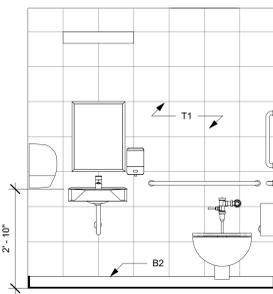
Provide 2x2 ACT ceiling and LED in lieu of previously indicated gypsum board ceiling and can-light. Refer to drawings.

Attachments:

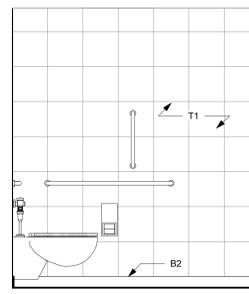
A-570 – RESTROOM DETAILS

Requested By:

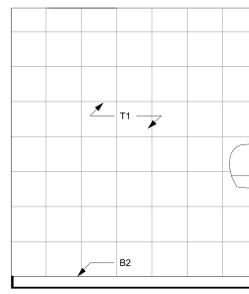
Christopher N. Schmitt, AIA



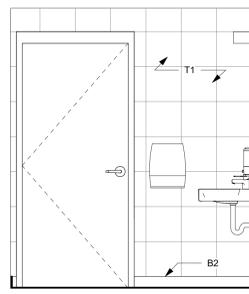
4 N ELEVATION
A-570 1/2" = 1'-0"



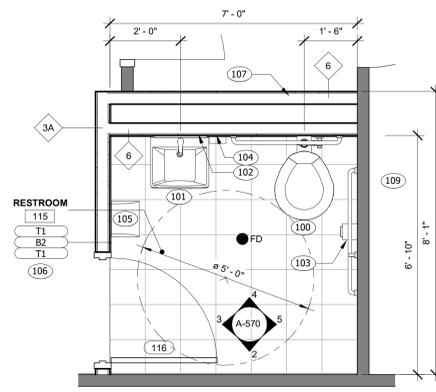
5 E ELEVATION
A-570 1/2" = 1'-0"



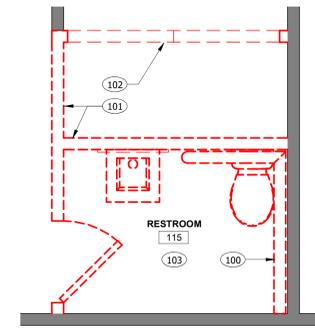
2 S ELEVATION
A-570 1/2" = 1'-0"



3 W ELEVATION
A-570 1/2" = 1'-0"



1 ADA RESTROOM CONSTRUCTION PLAN
A-570 1/2" = 1'-0"



7 ADA RESTROOM DEMOLITION PLAN
A-570 1/2" = 1'-0"

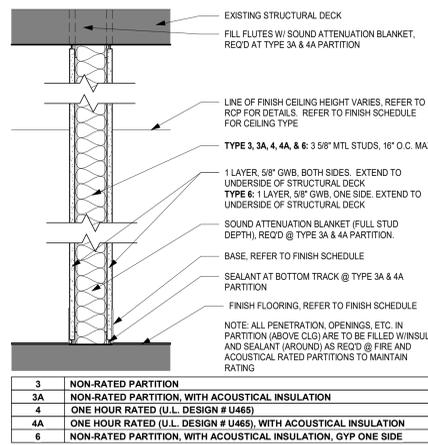
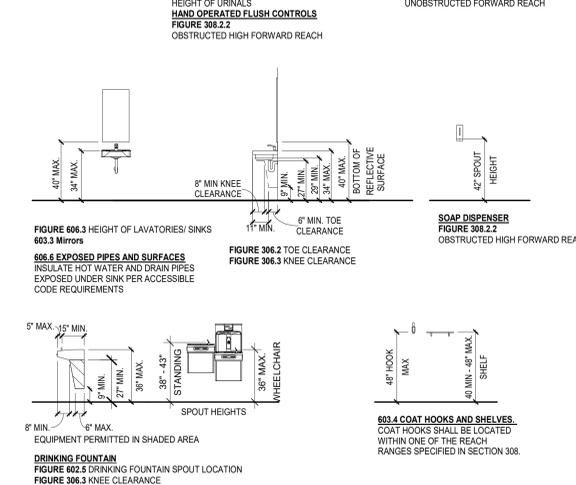
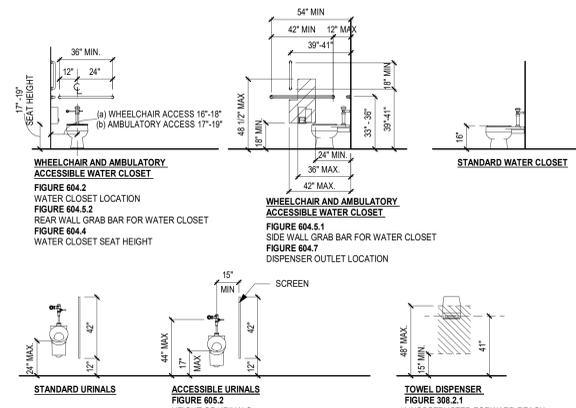
FLOOR FINISH LEGEND	
CPT1 MFR STYLE COLOR SIZE	CARPET TILE
CPT2 MFR STYLE COLOR SIZE	CARPET TILE
CPT3 MFR STYLE COLOR SIZE	CARPET TILE, WALK-OFF
VCT1 MFR COLOR SIZE INSTALL	VINYL COMPOSITION TILE TARKETT VCT 75% 1364 DARK GRAY 25% 1330 YELLOW 12"x12" QUARTER TURN RANDOM MIX

TILE FINISH LEGEND	
T1 MFR TYPE COLOR SIZE INSTALL GROUT	FLOOR AND WALL TILE KATE LO TILE AND STONE - FLORMIS USA BASALTINE NUT 12"x12" 90 DEGREE ANGLE LATICRETE 24 NATURAL GREY
B2 MFR TYPE COLOR SIZE GROUT	TILE BASE KATE LO TILE AND STONE - FLORMIS USA BASALTINE NUT 6"x12" COVE BASE LATICRETE 24 NATURAL GREY

PLUMBING FIXTURES	
PF1	TOILET, WALL MOUNTED, ADA HEIGHT
PF2	WALL MOUNTED SINK
PF3	FAUCET
PF4	PIPE COVERS

WASHROOM ACCESSORIES	
WA1	MULTI-ROLL TOILET PAPER HOLDER TO BE FURNISHED BY OWNER, INSTALLED BY CONTRACTOR
WA2	PAPER TOWEL DISPENSER, SURFACE MOUNTED TO BE FURNISHED BY OWNER, INSTALLED BY CONTRACTOR
WA3	WALL MOUNTED MIRROR
WA4	SOAP DISPENSER TO BE FURNISHED BY OWNER, INSTALLED BY CONTRACTOR
WA6	MIN WHEELCHAIR ACCESS GRAB BARS

- FINISH NOTES:**
- FINISH SELECTIONS IDENTIFIED IN LEGENDS, SCHEDULES, AND SPECIFICATIONS ARE NOT SUBJECT TO OR EQUAL SUBSTITUTIONS UNLESS THE CONTRACTOR AND SUBCONTRACTORS SHALL SUBMIT PRODUCTS AND FINISHES AS INDICATED IN THE DOCUMENTS.
 - NOTIFY ARCHITECT OF SCHEDULED FINISHES THAT ARE UNAVAILABLE OR DISCONTINUED.
 - REFER TO THE MATERIAL SCHEDULE FOR MANUFACTURER, PRODUCT/STYLE NAME, COLOR SPECIFICATION.
 - INSTALL FINISH MATERIALS IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED SPECIFICATIONS, SURFACE PREPARATION, ADHESIVES AND BACKINGS, INCLUDING WALL COVERINGS, COATINGS, FLOORING MATERIALS, LAMINATES, ETC.
 - THE CONTRACTOR SHALL REPAIR, ROUGH FLOOR SLAB UNEVENNESS SUITABLE FOR PROPER FLOOR COVERING INSTALLATION.
 - FLOOR MATERIAL TRANSITIONS AT DOOR OPENINGS ARE TO BE CENTERED BELOW THE DOOR IN THE CLOSED POSITION UNLESS OTHERWISE NOTED.
 - THE PAINTING SUBCONTRACTOR SHALL ENSURE THAT PAINTS COMPLY WITH THE CURRENT STANDARDS FOR VOC EMISSIONS.
 - ELECTRICAL SWITCH AND OUTLET COVER PLATES, SURFACE HARDWARE, ETC. SHALL BE INSTALLED AFTER PAINTING AND/OR APPLICATION OF WALL COVERINGS AND SPECIFIED CARPET.
 - STAINED AND PAINTED SURFACES SHALL BE FINISHED SUCH THAT JOINTS ARE NOT VISIBLE.
 - CONTRACTOR SHALL NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE FIELD. GC TO GET CLARIFICATION FROM ARCHITECT BEFORE CONTINUING WITH ANY WORK.
 - PROVIDE RUBBER TRANSITION STRIPS AT FLOORING MATERIAL CHANGES, UNLESS TRANSITION STRIPS TO MATCH BASE COLOR UNLESS OTHERWISE NOTED FOR DETAIL LOCATIONS.
 - BASE SHALL RUN CONTINUOUS AND FULLY SURROUND CABINET BASES ON EXPOSED SIDES.
 - ELECTRICAL PANELS IN THE CORRIDORS SHALL BE PAINTED TO MATCH THE ADJACENT WALL FINISH.
 - PAINT CEILING ACCESS PANELS TO MATCH ADJACENT CEILING FINISH.
 - UNDERSIDE OF SOFFITS (WHERE OCCURS) TO BE PAINTED TO RECEIVE FINISH TO MATCH WALL, UNLESS OTHERWISE NOTED.
 - FINISH FLOORING TO EXTEND FROM WALL TO WALL INCLUDING UNDER CABINETS AND UNDERCABINET EQUIPMENT.
 - INTERIOR WALL & CEILING FINISHES AND TRIM OF PUBLIC AREAS TO COMPLY WITH CLASS A MATERIAL CLASSIFICATION, FLAME SPREAD RATING 0 TO 25, SMOKE DEVELOPED 200. INTERIOR WALL AND CEILING FINISHES AND TRIM IN NON PUBLIC AREAS TO COMPLY WITH CLASS B MATERIAL CLASSIFICATION, FLAME SPREAD RATING 26-75, SMOKE DEVELOPED 450.
 - PAINTED SURFACES ARE TO RECEIVE A PRIME COAT AND A MINIMUM OF TWO COATS FINAL COLOR, UNLESS OTHERWISE NOTED.
 - PAINTED DOORS AND DOOR FRAMES SHALL BE PAINTED WITH AN ALKYD BASED SEMI-GLOSS FINISH UNLESS OTHERWISE NOTED.
 - CONNECTOR COVERS SHALL BE PAINTED WITH AN ALKYD BASED SEMI-GLOSS FINISH UNLESS OTHERWISE NOTED.
 - WALLS PAINTED WITH A LATEX PAINT TO HAVE AN EGGSHELL FINISH, REFER TO THE MATERIAL SCHEDULE AND FINISH LEGEND FOR MANUFACTURER'S PRODUCT NAME.
 - GYPSUM BOARD CEILINGS SCHEDULED TO RECEIVE PAINT SHALL HAVE A FLAT FINISH, UNLESS OTHERWISE NOTED.
 - PROVIDE ARCHITECT WITH A MINIMUM OF (3) 8" X 10" BRUSH-OUTS OF EACH COLOR AND FINISH FOR ARCHITECT'S APPROVAL.



RCP LEGEND:

EXISTING	EX	EXISTING
CEILING TYPE	ACT 1	CEILING TAG
HEIGHT A.F.F.	8' - 11"	ACT (2' X 2')
		STANDARD MINERAL FIBER ACOUSTIC CEILING TILE AND GRID
		GYP. BD. CEILING
	PT1	CEILING FINISH - REFER TO FINISH PLANS FOR ADDITIONAL NOTES AND INFORMATION

* SEE MECHANICAL & ELECTRICAL DRAWINGS FOR LOCATIONS, DETAILS, SPECIFICATIONS, AND REQUIREMENTS.

EXISTING LIGHT FIXTURE LEGEND:

RECESSED/FLUSH MOUNTED LIGHT
EXISTING SUSPENDED LIGHT
EXISTING RECESSED CAN LIGHT

- KEYNOTES - RESTROOM DEMO**
- EXISTING PLUMBING LINE TO BE REMOVED AND RELOCATED
 - DEMO EXISTING WALLS - REROUTE PLUMBING AND ELECTRICAL AS APPLICABLE FOR NEW LAYOUT
 - REMOVE EXISTING CLOSET DOORS, TRIM, SHELVING, AND ASSOCIATED ELEMENTS
 - REMOVE ALL BATHROOM FIXTURES AND EQUIPMENT
 - REMOVE AND RELOCATE EXISTING LIGHT FIXTURE
 - REMOVE EXISTING CEILING. COORDINATE WITH NEW WALL LOCATION. PATCH AND REPAIR AS REQUIRED FOR CLEAN TRANSITION.
- KEYNOTES - RESTROOM**
- MIN ACCESSIBLE HEIGHT TOILET, PF1, W/ MIN ACCESSIBLE GRAB BARS, WHEELCHAIR ACCESS TYPE, WA6.
 - WALL MOUNTED SINK PF2, FAUCET PF3, AND PIPE COVER PF4.
 - WALL MOUNTED MIRROR, WA3.
 - MULTI-ROLL TOILET PAPER HOLDER, WA1.
 - WALL MOUNTED SOAP DISPENSER, WA4.
 - PAPER TOWEL DISPENSER, WA2.
 - COORDINATE ALL WORK WITH MECHANICAL AND PLUMBING DRAWINGS
 - 2'-0" ACCESS PANEL - COORDINATE WITH FINAL PLUMBING LOCATIONS.
 - RELOCATED LIGHT FIXTURE
 - SALVAGE PLUMBING FIXTURES AND RETURN TO OWNER
 - COORDINATE EXISTING AND NEW MEP ABOVE NEW ACT CEILING.

WALL BASE FINISH LEGEND	
B1 MFR TYPE COLOR REMARKS	4" VINYL WALL BASE TARKETT 4" STRAIGHT BASE 63 BURNT UMBER

WALL FINISH LEGEND	
PT1 MFR COLOR FINISH REMARKS	PAINT - GENERAL WALL PAINT (WHITE) SHERWIN-WILLIAMS 7641 (NSP CUSTOM COLOR) EGGSHELL @ WALLS FLAT @ CEILINGS
PT2 MFR COLOR FINISH REMARKS	PAINT - DOOR FRAMES SHERWIN-WILLIAMS 7641 (NSP CUSTOM COLOR) ALKYD BASED SEMI-GLOSS FINISH @ METALS
PT3 MFR COLOR FINISH REMARKS	PAINT - ACCENT SHERWIN-WILLIAMS SW660 OPTIMISTIC YELLOW EGGSHELL @ WALLS MAIN OFFICE ACCENT WALL

MILLWORK FINISH LEGEND	
PLAM1 MFR STYLE COLOR LOCATION	PLASTIC LAMINATE FORMICA SERRATE FINISH STORM SOLIDZ 3505-58 FRONT DESK COUNTERTOPS
PLAM2 MFR STYLE COLOR LOCATION	PLASTIC LAMINATE FORMICA SERRATE FINISH DANISH MAPLE 8906-58 FRONT DESK VERTICALS

*MOUNTING HEIGHTS PER 2020 MINNESOTA ACCESSIBILITY CODE REQUIREMENTS

TYPICAL MOUNTING HEIGHTS
1/4" = 1'-0"

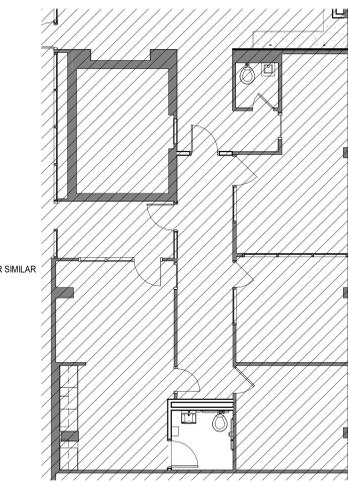
DOOR SCHEDULE									
ROOM	NO.	WIDTH	HT.	TYPE	MATERIAL	FRAME	MATERIAL	HARDWARE GROUP	COMMENTS
ENTRY	001A	3'-0"	7'-0"	D1	ALUM	PER MFR	ALUM	1	SEE SECURITY DRAWINGS - DOOR RELEASE, CARD READER AND AUTO DOOR OPERATOR
ENTRY	001B	3'-0"	7'-0"	D1	ALUM	PER MFR	ALUM	2	SEE SECURITY DRAWINGS - DOOR RELEASE, CARD READER AND AUTO DOOR OPERATOR
HALLWAY	104A	3'-0"	7'-0"	D2	WD	EX	HM	4	SEE SECURITY DRAWINGS - DOOR RELEASE CARD READER BOTH SIDES AND AUTO DOOR OPERATOR
HALLWAY	104B	3'-0"	7'-0"	D2	WD	EX	HM	8	SEE SECURITY DRAWINGS - CARD READER BOTH SIDES
HALL	110	3'-0"	7'-0"	D3	WD	F1	HM	7	CARD READER
HALL	111	3'-0"	7'-0"	D3	WD	F1	HM	6	CARD READER
OFFICE	112A	2'-11"	7'-0"	D2	WD	F2	HM	5	CARD READER
OFFICE	112B	2'-7"	6'-11 1/2"					3	
RESTROOM	116	3'-0"	7'-0"	D3	WD	F1	HM	3	

NEW LIGHT FIXTURE LEGEND:

- F1 RECESSED CAN LIGHT
- F2 WALL SCONCE
- F3 EXIT SIGN
- F4 4" RECESSED LINEAR LIGHT
- F4a 4" RECESSED LINEAR LIGHT - EMERGENCY
- F5 6" RECESSED LINEAR LIGHT
- F5a 6" RECESSED LINEAR LIGHT - EMERGENCY
- F5b 4" SIDE-MOUNT LINEAR LIGHT - EMERGENCY
- F10 2'X2' FLUSH MOUNTED LED LIGHT - LITHONIA OR SIMILAR

FINISH PLAN LEGEND:

- FLOOR FINISH TRANSITION
- PT1 WALL FINISH
- B1 WALL BASE
- F1 FLOOR FINISH
- PT1 INDICATES EXTENT OF FINISH
- WALL FINISH



6 LEVEL 1 REFERENCE PLAN
A-570 1/8" = 1'-0"



www.mpls.k12.mn.us



ROEHSCHMITT ARCHITECTURE, L.L.C.
1229 TYLER STREET NE, SUITE 275
MINNEAPOLIS, MN 55413
(P) 612.216.4191
(E) INFO@ROEHSCHMITT.COM

PR 11
2021-08-03

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

Chris Schmitt, AIA
Minnesota License # 26373
2021-03-01

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No.	Description	Date
13	ASI 04	2021-07-27
14	PR 11	2021-08-03

Olson Middle School
Safe & Welcoming
Entrance

1607 51st Ave N, Minneapolis, MN 55430

RESTROOM
DETAILS

Project number	21-2120
Date	2021-01-29
Drawn by	Author
Checked by	Checker

A-570

Scale As indicated

Proposal Request #011

MAERTENS-BRENNY CONSTRUCTION CO.
8251 MAIN STREET NE
MINNEAPOLIS, MN 55432

MPS - Olson Middle School - Safe & Welcoming Entrance

M-B JOB #	3053
MPS Pub. #	21-2120

Remove and Reinstall HSS 16 x 4 to new Elevation	PR #011				
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DATE	17-Sep-21
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DESCRIPTION OF WORK	LABOR				MATERIAL				SUBCONTRACT
	QUANTITY	UNIT	\$/UNIT	COST	QTY	UNIT	\$/UNIT	COST	COST
Subcontractor Quotes									
S.A. Jordan									
Credit for Gyp Lid in Restroom									\$ (581.87)
Sentra Sota									
No Change, insallation equal for GWB or ACT for Grill Install									\$ -
Gunnar Electric									
No Change, can light to be installed in lieu of lay in per PR #11									\$ -
M-B work									
Ceiling Installation (7 x 7)									
labor to install new ceiling in Restroom	4	Hours	\$92.13	\$ 368.51					
edge angle					32	lf	\$0.75	\$ 24.00	
grid					40	lf	\$1.00	\$ 40.00	
pads					50	sf	\$2.00	\$ 100.00	
Labor									
Superintendent		Hours	\$96.73	\$ -					
Carpenter		Hours	\$92.13	\$ -					
Finisher		Hours	\$100.07	\$ -					
Mason		Hours	\$94.32	\$ -					
Laborer		Hours	\$85.97	\$ -					
Tax									
								8.025%	
BASE SUBTOTALS FOR LABOR MATERIAL AND SUBS				\$ 368.51				\$177.16	\$ (581.87)

OVERHEAD & PROFIT ON LABOR	10%	36.85	TOTAL SUBCONTRACT	\$ (581.87)
OVERHEAD & PROFIT ON MATERIAL	10%	17.72		
SUBTOTAL		-10.73		5% (\$29.09)
BOND	1.5%	-0.16		
GRAND TOTAL		-10.89		

REMARKS OR NOTES

Light fixture to be supplied and installed as can light specified in PR #4 and not lay in fixture per PR #11 as can light has been procured.

Justin Higgins

PROJECT MANAGER

Authorization to proceed with the work described above

Authorization signature and date



7373 – 120TH STREET NORTH
WHITE BEAR LAKE, MN 55110
PHONE/FAX: 651-305-0256
Small Business Enterprise (SBE)
WOMEN OWNED (W)



CHANGE ORDER PROPOSAL #2021-268-010

DATE: 8/6/2021
TO: MAERTENS BRENNY ATTN: JUSTIN HIGGINS
PROJECT: OLSON MS FY20 SAFE AND WELCOMING ENTRANCE
REFERENCE: PR #11 – CREDIT FOR GYP LID

DESCRIPTION: THIS CREDIT IS IN REGARDS TO PR #11, TO OMIT THE GYP LID.

BASE BID: LABOR: (\$450.00)
 MATERIAL: (\$131.87)
 TOTAL: (\$581.87)

PLEASE PROVIDE S.A. JORDAN CONSTRUCTION WITH WRITTEN AND SIGNED APPROVAL IF YOU WISH TO PROCEED WITH THIS WORK.

Please call if you have any questions.

Andrew Jordan
Project Manager/CEO
Cell: 612-432-7119
andrew@sajordanconstruction.com

Bids may be withdrawn if not accepted within 30 days.

Change Order Request #05

MAERTENS-BRENNY CONSTRUCTION CO.
8251 MAIN STREET NE
MINNEAPOLIS, MN 55432

MPS - Olson Middle School - Safe & Welcoming Entrance

M-B JOB #	3053
MPS Pub. #	21-2120

Alcove 107 GWB at South Wall per MPS Request	COR #05				
--	---------	--	--	--	--

DATE	13-Aug-21
------	-----------

DESCRIPTION OF WORK	LABOR				MATERIAL				SUBCONTRACT
	QUANTITY	UNIT	\$/UNIT	COST	QTY	UNIT	\$/UNIT	COST	COST
Subcontractor Quotes									
S.A. Jordan									
Alcove 107 south wall furring									\$ 1,005.14
M-B work									
No MBCC Costs									
Labor									
Superintendent		Hours	\$96.73	\$ -					
Carpenter		Hours	\$92.13	\$ -					
Finisher		Hours	\$100.07	\$ -					
Mason		Hours	\$94.32	\$ -					
Laborer		Hours	\$85.97	\$ -					
Tax									
								8.025%	
BASE SUBTOTALS FOR LABOR MATERIAL AND SUBS				\$ -				\$0.00	\$ 1,005.14

OVERHEAD & PROFIT ON LABOR	10%	0.00	TOTAL SUBCONTRACT	\$ 1,005.14
OVERHEAD & PROFIT ON MATERIAL	10%	0.00		
SUBTOTAL		1,055.40		
BOND	1.5%	15.83		
GRAND TOTAL		1,071.23		

REMARKS OR NOTES

THIS EXTRA COST IS TO ADD SOME GYP BOARD TO THE SOUTH WALL OF ALCOVE 107. WHERE THE NEW 3A WALL MEETS THE EXISTING BLOCK WALL IT WAS REQUESTED THAT WE LAMINATE GYP BOARD OVER THE EXISTING BLOCK WALL.

Plans were to paint existing block, based on wall thickness and location for dividing hallway wall, there was a corner that was exposed. MPS requested to extend sheetrock to southeast corner of alcove 107 to omit GWB step.

Justin Higgins
PROJECT MANAGER

Authorization to proceed with the work described above

Authorization signature and date



7373 – 120TH STREET NORTH
WHITE BEAR LAKE, MN 55110
PHONE/FAX: 651-305-0256
Small Business Enterprise (SBE)
WOMEN OWNED (W)



CHANGE ORDER PROPOSAL

#2021-283-011

DATE: 8/13/2021
TO: MAERTENS BRENNY ATTN: JUSTIN HIGGINS
PROJECT: OLSON MS FY20 SAFE AND WELCOMING ENTRANCE
REFERENCE: EXTRA GYP BOARD AT ALCOVE 107

DESCRIPTION: THIS EXTRA COST IS TO ADD SOME GYP BOARD TO THE SOUTH WALL OF ALCOVE 107. WHERE THE NEW 3A WALL MEETS THE EXISTING BLOCK WALL IT WAS REQUESTED THAT WE LAMINATE GYP BOARD OVER THE EXISTING BLOCK WALL.

BASE BID:	LABOR:	\$900.00
	MATERIAL:	\$105.14
	TOTAL:	\$1,005.14

PLEASE PROVIDE S.A. JORDAN CONSTRUCTION WITH WRITTEN AND SIGNED APPROVAL IF YOU WISH TO PROCEED WITH THIS WORK.

Please call if you have any questions.

Andrew Jordan
Project Manager/CEO
Cell: 612-432-7119
andrew@sajordanconstruction.com

Bids may be withdrawn if not accepted within 30 days.

Change Order Request #06

MAERTENS-BRENNY CONSTRUCTION CO.
8251 MAIN STREET NE
MINNEAPOLIS, MN 55432

MPS - Olson Middle School - Safe & Welcoming Entrance

M-B JOB #	3053
MPS Pub. #	21-2120

Vision Kits in Doors 110 and 111	COR #06				
----------------------------------	---------	--	--	--	--

DATE	8-Sep-21
------	----------

DESCRIPTION OF WORK	LABOR				MATERIAL				SUBCONTRACT
	QUANTITY	UNIT	\$/UNIT	COST	QTY	UNIT	\$/UNIT	COST	COST
Subcontractor Quotes									
No Subcontractor Costs									
M-B work									
Bredamus Hardware									
Supply of Vision Kits					1	ks	\$416.00	\$ 416.00	
Installation of Vision Kits									
Cutting of wood doors and installation of vision kits	4	Hours	\$92.13	\$ 368.51					
Labor									
Superintendent		Hours	\$96.73	\$ -					
Carpenter		Hours	\$92.13	\$ -					
Finisher		Hours	\$100.07	\$ -					
Mason		Hours	\$94.32	\$ -					
Laborer		Hours	\$85.97	\$ -					
Tax								8.025%	
BASE SUBTOTALS FOR LABOR MATERIAL AND SUBS				\$ 368.51				\$449.38	\$ -

OVERHEAD & PROFIT ON LABOR	10%	36.85
OVERHEAD & PROFIT ON MATERIAL	10%	44.94
SUBTOTAL		89.68
BOND	1.5%	13.50
GRAND TOTAL		913.18

TOTAL SUBCONTRACT	\$ -	
	5%	\$0.00

REMARKS OR NOTES

Justin Higgins
PROJECT MANAGER

Authorization to proceed with the work described above

Authorization signature and date



(Extra #3)

BREDEMUS HARDWARE CO., INC.

1285 SYLVAN STREET, ST PAUL, MN 55117 - (651) 489 6250 - FAX (651) 489 5502
E-Mail Address: tom@bredemus.com

Project: 21-57 Olson MS

Contractor: Maertens Brenny

ATTN: Justin Higgins

Date: 8/17/2021

Opening 110 & 111

2 EA 5 x 20 Lite Kit w/Laminated Glass

1 EA Labor Charge

The above combined for the sum of \$416.00

Includes Tax - Material Only



Justin Higgins <jhiggins@maertensbrenny.com>

MPS Olson Middle School - Sidewalk Low Point

3 messages

Michael Parotti <michael.parotti@roehrschmitt.com>

Fri, Sep 3, 2021 at 4:15 PM

To: Ann Cerney <Ann.Cerney@mpls.k12.mn.us>, Justin Higgins <jhiggins@maertensbrenny.com>, Chris Schmitt <chris@roehrschmitt.com>, Rhonda Pierce <rhonda@piercepini.com>

Team,

I connected with our civil engineer (cc'ed here) on the sidewalk low point issue and this is what she recommended:

- Remove the segment of sidewalk (yellow) to the southeast of the potential pooling area (red).
- Repour with a slight slope away from the pooling area, down towards the lawn. (blue)
- Regrade region of lawn about 5'-0" out from the sidewalk to be lower than the new low point of the sidewalk (this will be slightly lower than the surrounding lawn, but will be preferable compared to a low point in the sidewalk).

Rhonda, please correct me if I misunderstood anything.

**Michael Parotti, AIA**

Architect

RoehrSchmitt Architecture LLC[1229 Tyler Street NE #275](#)[Minneapolis, MN 55413](#)

office 612.216.4191

mobile 715.531.8363

www.roehrschmitt.com

Michael Parotti <michael.parotti@roehrschmitt.com>

Fri, Sep 3, 2021 at 4:19 PM

To: Ann Cerney <Ann.Cerney@mpls.k12.mn.us>, Justin Higgins <jhiggins@maertensbrenny.com>, Chris Schmitt <chris@roehrschmitt.com>, Rhonda Pierce <rhonda@piercepini.com>

I think the image link became broken so here it is again:

Michael Parotti, AIA

Architect

RoehrSchmitt Architecture LLC[1229 Tyler Street NE #275](#)[Minneapolis, MN 55413](#)

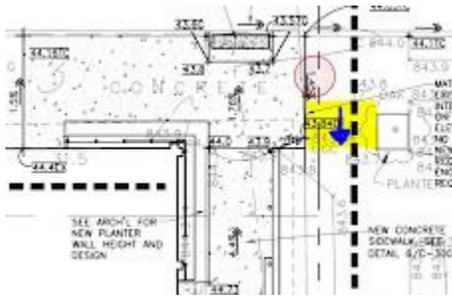
office 612.216.4191

mobile 715.531.8363

www.roehrschmitt.com

[Quoted text hidden]

sidewalk.JPG
141K



Rhonda Pierce <Rhonda@piercepini.com>

Tue, Sep 7, 2021 at 7:16 AM

To: Michael Parotti <michael.parotti@roehrschmitt.com>, Ann Cerney <Ann.Cerney@mpls.k12.mn.us>, Justin Higgins <jhiggins@maertensbrenny.com>, Chris Schmitt <chris@roehrschmitt.com>

Michael,

This is what we discussed. It will take some field verification to validate the grading in the area. The intention is to create a low point that is not within the sidewalk but is in the lawn. The area is pretty flat and it will take some finessing in the field – the 5' of grading in the lawn is an estimate, it may need a bit more and should be field checked. If the area ponds, it just shouldn't be on the sidewalk. Hoping some minor grading in the area can keep the sidewalk from ponding.

Let me know if there are any other questions. Thanks! -Rhonda

Rhonda S. Pierce, P.E.

Pierce Pini + Associates

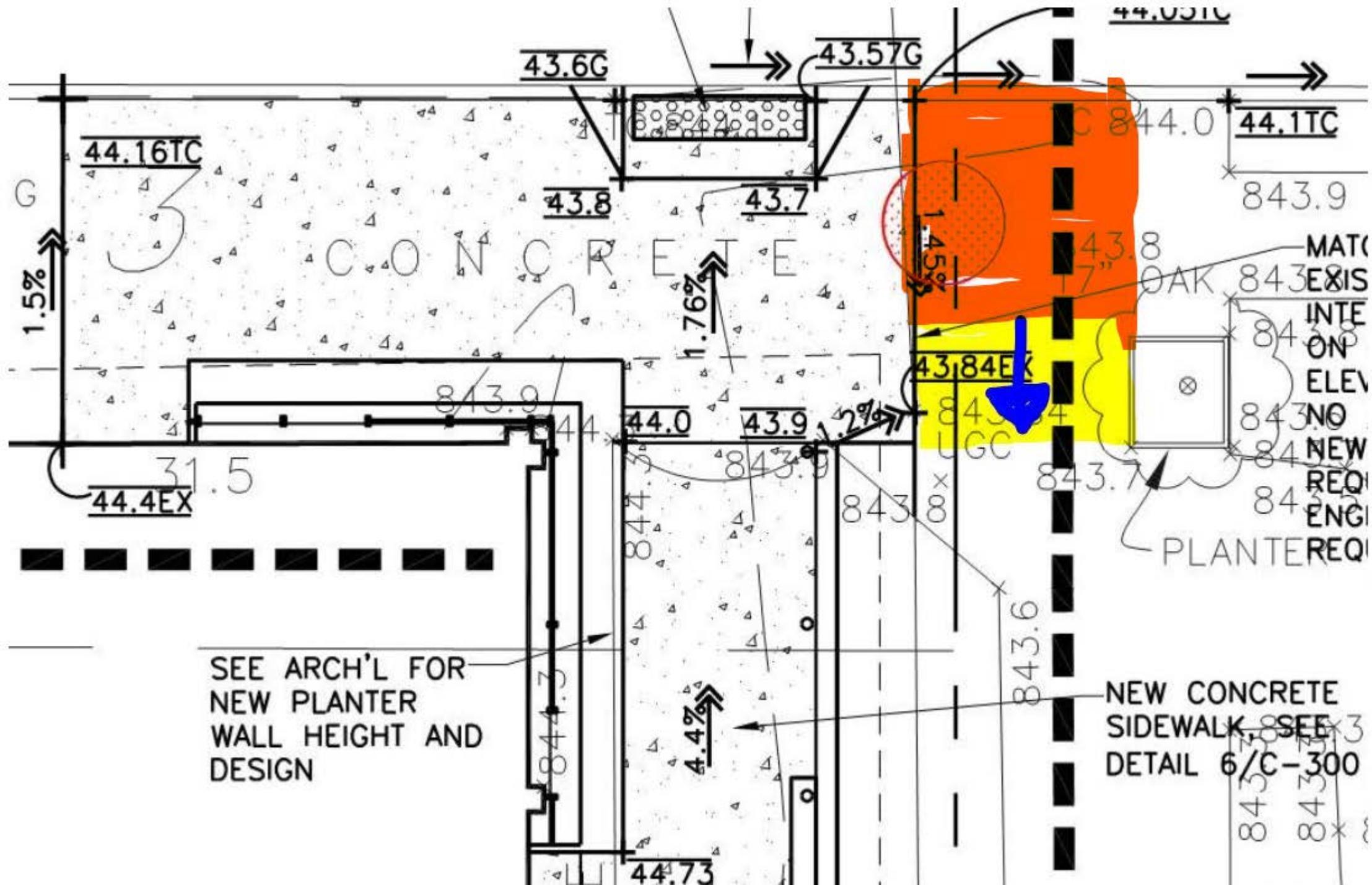
9298 Central Avenue NE, Suite 312, Blaine, MN 55434

Office 763.537.1311 / Cell 763.242.9039

rhonda@piercepini.com

Office Hours: Monday - Thursday 8 am-5 pm / Friday 8 am-Noon

[Quoted text hidden]



44.16TC

43.6G

43.57G

44.03TC

44.1TC

1.5%

CONCRETE

1.76%

1.45%

843.9

MATCH
EXIST
INTER
ON
ELEV
NO
NEW
REQ
ENGI
PLANTER REQ

44.4EX

43.84EX

2%

843.8
843.7
843.6

SEE ARCH'L FOR
NEW PLANTER
WALL HEIGHT AND
DESIGN

NEW CONCRETE
SIDEWALK, SEE
DETAIL 6/C-300

4.4%

44.73

843.5
843.4
843.3
843.2
843.1

Change Order Request #09

MAERTENS-BRENNY CONSTRUCTION CO.
8251 MAIN STREET NE
MINNEAPOLIS, MN 55432

MPS - Olson Middle School - Safe & Welcoming Entrance

M-B JOB #	3053
MPS Pub. #	21-2120

Tempoary 1/4" Glass in Addition	COR #09				
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DATE	14-Sep-21
------	-----------

DESCRIPTION OF WORK	LABOR				MATERIAL				SUBCONTRACT
	QUANTITY	UNIT	\$/UNIT	COST	QTY	UNIT	\$/UNIT	COST	COST
Subcontractor Quotes									
Capital City Class, Inc.									
Supply, Install, and Remove Temp Glass									\$ 4,203.00
M-B work									
No MBCC Costs									
Labor									
Superintendent		Hours	\$96.73	\$ -					
Carpenter		Hours	\$92.13	\$ -					
Finisher		Hours	\$100.07	\$ -					
Mason		Hours	\$94.32	\$ -					
Laborer		Hours	\$85.97	\$ -					
Tax								8.025%	
BASE SUBTOTALS FOR LABOR MATERIAL AND SUBS				\$ -				\$0.00	\$ 4,203.00

OVERHEAD & PROFIT ON LABOR	10%	0.00	TOTAL SUBCONTRACT	\$ 4,203.00
OVERHEAD & PROFIT ON MATERIAL	10%	0.00		
SUBTOTAL		4,413.15	5%	\$210.15
BOND	1.5%	66.20		
GRAND TOTAL		4,479.35		

REMARKS OR NOTES

Supply, Install, and remove 1/4" temp glass in vestibule upon installation of frames to allow for expedited completion of all finishes in additon and allow for owner use after completion prior to final specified glazing installation due to lead times on glass delivery of 8-10 weeks.

Justin Higgins

PROJECT MANAGER

Authorization to proceed with the work described above

Authorization signature and date

Olson Middle School



Date :

PCO #:

Wold PR/SI #:

CCG CO #:

04

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ 2,259.75	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ 1,453.93	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ 107.23	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ 3,820.91	
10% Overhead and Profit	\$ 382.09	(10% is the max fee allowed on CO's)
Self Performed Total	\$ 4,203.00	
Subcontractors	\$ -	Auto Fill from Sub-Total Below
5% Overhead and Profit on Subs	\$ -	(5% is the max allowed on subcontractors)
Subcontractor Total	\$ -	
TOTAL COST OF CHANGE	\$ 4,203.00	

Signature: _____

CHANGE ORDER VALID FOR 30 DAYS

Contractor acknowledges no other Costs associated with this PCO.

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task		Qty	Unit	Unit Cost	Total Cost
Install temp glass, remove when IG		23		\$ 98.25	\$ 2,259.75
arrive				\$ 98.25	\$ -
				\$ 98.25	\$ -
				\$ 98.25	\$ -
Sub-Total					\$ 2,259.75
Materials and Equipment By Task		Qty	Unit	Unit Cost	Total Cost
1/4" clear tempered glass		1	1	1453.93	\$ 1,453.93
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Sub-Total					\$ 1,453.93
Sub-Contractor Proposals	Description of Work			Total Cost	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
Sub-Total <i>(Attach Sub-Contractor Proposals)</i>					\$ -



Change Order

Request #: 04

General Contractor: Maertens-Brenny Construction

To: Justin Higgins

Date: 9/9/2021

Job Name: Olson Middle School

TAX HAS BEEN INCLUDED IN THE BELOW PRICE

Please change the contracted amount with the below number

ADD	\$4,203 .00
------------	--------------------

Description

Furnish and install 1/4" clear tempered glass temporarily in storefront frames, remove and replace with laminate IG units upon arrival

By approving this CO, you agree to adding the following days for completion:

Proposal By: Chris Schloer

By signing below, you agree to the above change order request

Approval of Change Order

Signature: _____

Date: _____

CHANGE ORDER VALID FOR 30 DAYS

Change Order Request #11

MAERTENS-BRENNY CONSTRUCTION CO.
8251 MAIN STREET NE
MINNEAPOLIS, MN 55432

MPS - Olson Middle School - Safe & Welcoming Entrance

M-B JOB #	3053
MPS Pub. #	21-2120

Furnish Pull side Auto Opener in Lieu of Pull Side	COR #11				
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DATE	14-Sep-21
------	-----------

DESCRIPTION OF WORK	LABOR				MATERIAL				SUBCONTRACT
	QUANTITY	UNIT	\$/UNIT	COST	QTY	UNIT	\$/UNIT	COST	COST
Subcontractor Quotes									
Capital City Glass, Inc.									
Furnish Pull Side Auto Opener in Lieu of Pull Side Opener									\$ 2,400.00
M-B work									
No MBCC Costs									
Labor									
Superintendent		Hours	\$96.73	\$ -					
Carpenter		Hours	\$92.13	\$ -					
Finisher		Hours	\$100.07	\$ -					
Mason		Hours	\$94.32	\$ -					
Laborer		Hours	\$85.97	\$ -					
Tax									
								8.025%	
BASE SUBTOTALS FOR LABOR MATERIAL AND SUBS				\$ -				\$0.00	\$ 2,400.00

OVERHEAD & PROFIT ON LABOR	10%	0.00						TOTAL SUBCONTRACT	\$ 2,400.00
OVERHEAD & PROFIT ON MATERIAL	10%	0.00							5%
SUBTOTAL			2,520.00						
BOND		1.5%	37.80						
GRAND TOTAL			2,557.80						

REMARKS OR NOTES

Furnish and install LCN 4810 handicap auto operator on pull side to allow for height of unit due to 7-0 ceiling at push side as specified

Original push side operator is non returnable and will be delivered to the site

Justin Higgins
PROJECT MANAGER

Authorization to proceed with the work described above

Authorization signature and date

Olson Middle School



Date : 9/9/2021

PCO #:

Wold PR/SI #:

CCG CO #: 03

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ -	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ 2,031.96	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ 149.86	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ 2,181.82	
10% Overhead and Profit	\$ 218.18	(10% is the max fee allowed on CO's)
Self Performed Total	\$ 2,400.00	
Subcontractors	\$ -	Auto Fill from Sub-Total Below
5% Overhead and Profit on Subs	\$ -	(5% is the max allowed on subcontractors)
Subcontractor Total	\$ -	
TOTAL COST OF CHANGE	\$ 2,400.00	

Signature: Chris Schloer

CHANGE ORDER VALID FOR 30 DAYS

Contractor acknowledges no other Costs associated with this PCO.

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
			\$ 98.25	\$ -
			\$ 98.25	\$ -
			\$ 98.25	\$ -
			\$ 98.25	\$ -
Sub-Total				\$ -
Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
LCN 4810	1	1	1894.71	\$ 1,894.71
Pull side mounting plate	1	1	137.25	\$ 137.25
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Sub-Total				\$ 2,031.96
Sub-Contractor Proposals	Description of Work			Total Cost
				\$ -
				\$ -
				\$ -
				\$ -
Sub-Total	<i>(Attach Sub-Contractor Proposals)</i>			\$ -



Change Order

Request #: 03

General Contractor: Maertens-Brenny Construction

To: Justin Higgins

Date: 9/9/2021

Job Name: Olson Middle School

TAX HAS BEEN INCLUDED IN THE BELOW PRICE

Please change the contracted amount with the below number

ADD	\$2,400 .00
------------	--------------------

Description

Furnish and install LCN 4810 handicap auto operator on pull side to allow for height of unit.

Low voltage hookup by others.

Original push side operator is non returnable and will be delivered to the site

By approving this CO, you agree to adding the following days for completion:

Proposal By: Chris Schloer

By signing below, you agree to the above change order request

Approval of Change Order

Signature: _____

Date: _____

CHANGE ORDER VALID FOR 30 DAYS

Change Order Request #12

MAERTENS-BRENNY CONSTRUCTION CO.
8251 MAIN STREET NE
MINNEAPOLIS, MN 55432

MPS - Olson Middle School - Safe & Welcoming Entrance

M-B JOB #	3053
MPS Pub. #	21-2120

Demo Floor Boxes and Re-Feed Copier	COR #12				
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DATE	17-Sep-21
------	-----------

DESCRIPTION OF WORK	LABOR				MATERIAL				SUBCONTRACT
	QUANTITY	UNIT	\$/UNIT	COST	QTY	UNIT	\$/UNIT	COST	COST
Subcontractor Quotes									
Gunnar Electric									
Demo Floor Boxes in Offices per Owner Directive									\$ 2,347.00
Refeed Power to Copier as it was fed from removed wall circuit									\$ 905.00
M-B work									
Fill Abandoned Floor Boxes with Grout									
Labor	4	Hours	\$92.13	\$ 368.51					
material					1	ls	\$52.41	\$ 52.41	
Labor									
Superintendent		Hours	\$96.73	\$ -					
Carpenter		Hours	\$92.13	\$ -					
Finisher		Hours	\$100.07	\$ -					
Mason		Hours	\$94.32	\$ -					
Laborer		Hours	\$85.97	\$ -					
Tax									
								8.025%	
BASE SUBTOTALS FOR LABOR MATERIAL AND SUBS				\$ 368.51				\$56.62	\$ 3,252.00

OVERHEAD & PROFIT ON LABOR	10%	36.85	TOTAL SUBCONTRACT	\$ 3,252.00	
OVERHEAD & PROFIT ON MATERIAL	10%	5.66		5%	\$162.60
SUBTOTAL		3,882.24			
BOND		58.23			
GRAND TOTAL		3,940.47			

REMARKS OR NOTES

Demo all floor boxes in offices per owner directive and pour abandoned boxes flush with surrounding floor with grout for level floor finish.

Refeed printer/copier in room 105 that was fed from tunnel up wall that was demolished in room 109. Removal of conduit on wall in bid pricing re-feeding of printer is extrawork requested.

Justin Higgins

PROJECT MANAGER

Authorization to proceed with the work described above

Authorization signature and date



September 14, 2021

Re: Mpls: Olson Middle School: Time and Material for light fixture, demo and refeed for floor boxes and re-feed printer REV1

Justin, The following is the cost associated with removing a fixture in the psychologist office and re-feeding the bathroom lighting, removing floor boxes and re-feeding existing receptacle circuits and lastly, disconnecting and re-feeding copier power.

\$115hr labor includes the cost of the service van

Removing floor boxes and re-feeding existing receptacle circuits

<u>LABOR 17 HRS. x \$115 =</u>	\$1,955.00
<u>MATERIAL & Tax</u>	<u>\$179.00</u>
<u>SUB TOTAL NO MARK UP</u>	\$2,134.00
<u>OVERHEAD & PROFIT @10%</u>	<u>\$213.00</u>
<u>TOTAL</u>	\$2,347.00

Disconnecting and re-feeding copier power

<u>LABOR 6 HRS. x \$115 =</u>	\$690.00
<u>MATERIAL & Tax</u>	<u>\$133.00</u>
<u>SUB TOTAL NO MARK UP</u>	\$823.00
<u>OVERHEAD & PROFIT @10%</u>	<u>\$82.00</u>
<u>TOTAL</u>	\$905.00

Exclude:

- Unforeseen conditions
- Anything outside of above scope

Patrick J. Brey

Gunnar Electric Inc.

(952) 937-9262 ex. 108 office

(612)-483-6884 cell

pbrey@gunnarelectric.com

www.gunnarelectric.com

NOTE OUR NEW ADDRESS-

14850 Martin Drive

Eden Prairie, MN. 55344

Twin Cities Office-14850 Martin Drive. Eden Prairie, MN. 55347

Southern MN Office-2801 9th Ave. SW. Austin MN. 55912

952.937.9262 -952.937.1034 fax - www.gunnarelectric.com

DBE-SBE-WBE-WBENC-WOSB

Estimate Report

Estimate: Olsen Middle school security and ADA

9/15/2021 8:18:31 AM

Estimated by: Pat Brey

File: Olsen Middle school security and ADA.bhs

Page 1

Worksheet Location: re- feed copier(Sheet 11)

DB #	Ph.	Description	Quantity	Mat.	Cost U	Tot. Mat.	Lab. Hrs. U	Tot. Hrs.
I 5122	15	MC-600V-12-2-STR 27	100.00	1039.92	M	103.99	2.50	C 2.50
A 2025	0	OT-JBOX	2.00	7.06	E	14.12	0.15	E 0.30
F	0	DEMO EX.COPIER POWER	1.00	5.00	E	5.00	3.20	E 3.20

Regular Worksheet Page

Page Multiplier = 1

Material Multiplier = 1

Labor Multiplier = 1

Phase = 0 : Phase Multiplier = 1

Page is Active.

Raw Material Total = \$123.11

Raw Labor Hours = 6.00 Hours

Estimate Report

Estimate: Olsen Middle school security and ADA

9/15/2021 8:22:59 AM

Estimated by: Pat Brey

File: Olsen Middle school security and ADA.bhs

Page 1

Worksheet Location: remove floor boxes (Sheet 10)

DB #	Ph.	Description	Quantity	Mat.	Cost U	Tot. Mat.	Lab. Hrs. U	Tot. Hrs.
		0 DEMO-REFEED FLOOR BOXES						
I 8688	28	WM-700 RACEWAY	50.00	1.27	E	63.50	7.00 C	3.50
I 8744	28	WM-2347 DEVICE BOX	3.00	5.44	E	16.32	20.00 C	0.60
I 8732	28	WM-704 STRAP	10.00	0.46	E	4.60	5.00 C	0.50
I 8738	28	WM-717 INTERNAL ELBOW	2.00	2.39	E	4.78	15.00 C	0.30
I 8188	3	WC-THHN-STRA #12	200.00	258.94	M	51.79	4.00 M	0.80
F		0 demo floor boxes	1.00	25.00	E	25.00	11.30 E	11.30

Regular Worksheet Page

Page Multiplier = 1

Material Multiplier = 1

Labor Multiplier = 1

Phase = 0 : Phase Multiplier = 1

Page is Active.

Raw Material Total = \$165.99

Raw Labor Hours = 17.00 Hours

Estimate Report

Estimate: Olsen Middle school security and ADA

9/15/2021 8:28:11 AM

Estimated by: Pat Brey

File: Olsen Middle school security and ADA.bhs

Page 1

Worksheet Location: T&M remove light fixture (Sheet 9)

DB #	Ph. Description	Quantity	Mat. Cost U	Tot. Mat.	Lab. Hrs. U	Tot. Hrs.
	0 REMOVE-REFEED BATH FIXTURE					
F	0 remove fixture refeed bathrooms	1.00	25.00 E	25.00	5.00 E	5.00

Regular Worksheet Page

Page Multiplier = 1

Material Multiplier = 1

Labor Multiplier = 1

Phase = 0 : Phase Multiplier = 1

Page is Active.

Raw Material Total = \$25.00

Raw Labor Hours = 5.00 Hours



BROOKLYN PARK
7800 LAKELAND AVE N
BROOKLYN PARK, MN 55445



Not valid for rebate submissions

Allowable returns for items on this receipt
will be in the form an in store credit
voucher if the return is done after
10/25/21

Business Name: Maertens- Brenny Construction
Company
Purchaser: Maertens-Brenny Construction
Company

NON-SHRINK GROUT 50 LB
1891065 3@\$17.47 \$52.41

Subtotal \$52.41
Taxes and Fees \$3.94

Total \$56.35

Payment Method(s) Used:
Menard Card - 8832 \$56.35
Job # or Name : 3053

55002 10 4535 07/27/21 08:09 AM 3333



Change Order Request #13 Option 2

MAERTENS-BRENNY CONSTRUCTION CO.
8251 MAIN STREET NE
MINNEAPOLIS, MN 55432

MPS - Olson Middle School - Safe & Welcoming Entrance

M-B JOB #	3053
MPS Pub. #	21-2120

Metal Panels and Glass at Office 109 for Sound Control	COR #13 Option 2				
--	------------------	--	--	--	--

DATE	20-Sep-21
------	-----------

DESCRIPTION OF WORK	LABOR				MATERIAL				SUBCONTRACT
	QUANTITY	UNIT	\$/UNIT	COST	QTY	UNIT	\$/UNIT	COST	COST
Subcontractor Quotes									
Capital City Glass									
Fabricate and Install Metal Panels									\$ 1,385.01
Install Glass in upper portion of dividing walls above metal panel									\$ 1,502.00
Universal Painting									
Painting of Metal infill panels and stops around metal and glazing									\$ 675.00
M-B work									
Bredamus Hardware									
Stops Around Metal Panels (1 at 3 x 7, 4 at 4 x 3) - 10 ft sticks					10	ea	\$25.00	\$ 250.00	
Stops Around Windows (4 at 4 x 5) - 10 ft sticks					9	ea	\$25.00	\$ 225.00	
Insulation between panels									
labor	2	Hours	\$92.13	\$ 184.25					
material					80	sf	\$1.00	\$ 80.00	
Labor									
Superintendent		Hours	\$96.73	\$ -					
Carpenter		Hours	\$92.13	\$ -					
Finisher		Hours	\$100.07	\$ -					
Mason		Hours	\$94.32	\$ -					
Laborer		Hours	\$85.97	\$ -					
Tax									
								8.025%	
BASE SUBTOTALS FOR LABOR MATERIAL AND SUBS				\$ 184.25				\$599.54	\$ 3,562.01

OVERHEAD & PROFIT ON LABOR	10%	18.43
OVERHEAD & PROFIT ON MATERIAL	10%	59.95
SUBTOTAL		4,602.28
BOND	1.5%	69.03
GRAND TOTAL		4,671.32

TOTAL SUBCONTRACT	\$	3,562.01
	5%	\$178.10

REMARKS OR NOTES

Infill all metal panels around office 109 for sound control to match installed metal panel in old door opening.

Insulation to be installed between metal panels during installation of metal panel.

Install 1/4" glass in upper portion of window frame for sound control in addition to metal panels.

Justin Higgins
PROJECT MANAGER

Authorization to proceed with the work described above

Authorization signature and date

Olson Middle School



Date : 9/20/2021

PCO #:

Wold PR/SI #:

CCG CO #: 05

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ 506.70	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ 700.72	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ 51.68	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ 1,259.10	
10% Overhead and Profit	\$ 125.91	(10% is the max fee allowed on CO's)
Self Performed Total	\$ 1,385.01	
Subcontractors	\$ -	Auto Fill from Sub-Total Below
5% Overhead and Profit on Subs	\$ -	(5% is the max allowed on subcontractors)
Subcontractor Total	\$ -	
TOTAL COST OF CHANGE	\$ 1,385.01	

Signature: _____

CHANGE ORDER VALID FOR 30 DAYS

Contractor acknowledges no other Costs associated with this PCO.

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
Shop delivery and panel fabrication	3		\$ 70.65	\$ 211.95
Install panels in HM framing	3		\$ 98.25	\$ 294.75
			\$ 98.25	\$ -
			\$ 98.25	\$ -
Sub-Total				\$ 506.70

Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
4 X 8 prefinished insulated metal panels	2		350.36	\$ 700.72
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Sub-Total				\$ 700.72

Sub-Contractor Proposals	Description of Work	Total Cost
		\$ -
		\$ -
		\$ -
		\$ -
Sub-Total	<i>(Attach Sub-Contractor Proposals)</i>	\$ -



Change Order

Request #: 05

General Contractor: Maertens-Brenny Construction

To: Justin Higgins

Date: 9/20/2021

Job Name: Olson Middle School

TAX HAS BEEN INCLUDED IN THE BELOW PRICE

Please change the contracted amount with the below number

ADD	\$1,385 .00
------------	--------------------

Description

Furnish and install 5 insulated metal panels at lower lites of HM frame in Office 109.
HM stops and screws furnished and cut to size by others.

By approving this CO, you agree to adding the following days for completion:

Proposal By: Chris Schloer

By signing below, you agree to the above change order request

Approval of Change Order

Signature: _____

Date: _____

CHANGE ORDER VALID FOR 30 DAYS

Olson Middle School



Date : 9/20/2021

PCO #:

Wold PR/SI #:

CCG CO #: 06

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ 436.05	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ 865.57	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ 63.84	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ 1,365.46	
10% Overhead and Profit	\$ 136.55	(10% is the max fee allowed on CO's)
Self Performed Total	\$ 1,502.00	
Subcontractors	\$ -	Auto Fill from Sub-Total Below
5% Overhead and Profit on Subs	\$ -	(5% is the max allowed on subcontractors)
Subcontractor Total	\$ -	
TOTAL COST OF CHANGE	\$ 1,502.00	

Signature: Chris Schloer

CHANGE ORDER VALID FOR 30 DAYS

Contractor acknowledges no other Costs associated with this PCO.

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
Shop delivery	2		\$ 70.65	\$ 141.30
Install glass in HM framing	3		\$ 98.25	\$ 294.75
			\$ 98.25	\$ -
			\$ 98.25	\$ -
Sub-Total				\$ 436.05
Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
1/4" clear laminated glass	1		865.57	\$ 865.57
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Sub-Total				\$ 865.57
Sub-Contractor Proposals	Description of Work	Total Cost		
				\$ -
				\$ -
				\$ -
				\$ -
Sub-Total	<i>(Attach Sub-Contractor Proposals)</i>			\$ -



Change Order

Request #: 06

General Contractor: Maertens-Brenny Construction

To: Justin Higgins

Date: 9/20/2021

Job Name: Olson Middle School

TAX HAS BEEN INCLUDED IN THE BELOW PRICE

Please change the contracted amount with the below number

ADD	\$1,502 .00
------------	--------------------

Description

Furnish and install 1/4" clear laminated glass at upper lites of HM frame in Office 109.
HM stops and screws furnished and cut to size by others.
4 pieces included, no glass at transom above door. Existing glass to remain in place.

By approving this CO, you agree to adding the following days for completion:

Proposal By: Chris Schloer

By signing below, you agree to the above change order request

Approval of Change Order

Signature: _____

Date: _____

CHANGE ORDER VALID FOR 30 DAYS



Justin Higgins <jhiggins@maertensbrenny.com>

MPS - OMS - Additional Metal Panel Infills around Office 109

Thomas Herman <tom@bredemus.com>
To: Justin Higgins <jhiggins@maertensbrenny.com>

Thu, Sep 16, 2021 at 2:23 PM

Justin,

4 EA 10 ft. pieces of bead. \$99.36 with tax.

If you need something more formal I can write something up as well.

[Quoted text hidden]

Universal Painting & Drywall, Inc.
5301 East River Road, Suite #103
Fridley, MN 55421



Office: #763-315-0095
Fax: #763-315-8970
www.universalptg.com

Olson Middle School
1607 51st Street North
Minneapolis, MN 55430

Date: September 17, 2021

Universal Painting & Drywall, Inc. proposes to furnish all labor, material, and equipment necessary to perform the following scope on the above-mentioned project:

Sections: 099100 Painting, Additional Metal Panel Infill painting. Limited to and Including:
Prep and paint metal panel infills at Rms. 109 & 107.

Option 1 Metal Panels- Add: 475.00

Option 2 Metal panels and window stops at glazing. Add: \$675.00

For The Sum of:

Universal Painting and Drywall Inc is a CERT SBE

Price assumes all work to be done during standard business hours.

For questions or clarifications, please call Robert Leach at 763-315-8970 or e-mail robertleach@universalptg.com. Thank you for the opportunity to bid this project.

This offer expires thirty days from above date.

Signed: _____ Date: _____

Title: _____

Robert Leach

Robert Leach Estimator
Universal Painting & Drywall, Inc.

Change Order Request #14

MAERTENS-BRENNY CONSTRUCTION CO.
8251 MAIN STREET NE
MINNEAPOLIS, MN 55432

MPS - Olson Middle School - Safe & Welcoming Entrance

M-B JOB #	3053
MPS Pub. #	21-2120

Access Panel Paint on Metal Frames around 104	COR #14				
---	---------	--	--	--	--

DATE	17-Sep-21
------	-----------

DESCRIPTION OF WORK	LABOR				MATERIAL				SUBCONTRACT
	QUANTITY	UNIT	\$/UNIT	COST	QTY	UNIT	\$/UNIT	COST	COST
Subcontractor Quotes									
Univerasi Painting and Drywall									
Painting of Accent Panels on Metal Frames in 104									\$ 975.00
M-B work									
No MBCC Work									
Labor									
Superintendent		Hours	\$96.73	\$ -					
Carpenter		Hours	\$92.13	\$ -					
Finisher		Hours	\$100.07	\$ -					
Mason		Hours	\$94.32	\$ -					
Laborer		Hours	\$85.97	\$ -					
Tax									
								8.025%	
BASE SUBTOTALS FOR LABOR MATERIAL AND SUBS				\$ -				\$0.00	\$ 975.00

OVERHEAD & PROFIT ON LABOR	10%	0.00	TOTAL SUBCONTRACT	\$ 975.00
OVERHEAD & PROFIT ON MATERIAL	10%	0.00		
SUBTOTAL		1,023.75		
BOND	1.5%	15.36		
GRAND TOTAL		1,039.11		

REMARKS OR NOTES

Paint access panels in 3 metal frames between Office 104 and office 100, office 103, and hall 142 per owner directive and email chain dated August 13.

Justin Higgins

PROJECT MANAGER

Authorization to proceed with the work described above

Authorization signature and date

Universal Painting & Drywall, Inc.
5301 East River Road, Suite #103
Fridley, MN 55421



Office: #763-315-0095
Fax: #763-315-8970
www.universalptg.com

Olson Middle School
1607 51st Street North
Minneapolis, MN 55430

Date: September 17, 2021

Universal Painting & Drywall, Inc. proposes to furnish all labor, material, and equipment necessary to perform the following scope on the above-mentioned project:

Sections: 099100 Painting, Office 104 Spandrel Accent color painting. Limited to and Including:
Prep and accent finish paint (yellow) metal spandrel panels.

For The Sum of: **\$975.00**

Universal Painting and Drywall Inc is a CERT SBE

Price assumes all work to be done during standard business hours.

For questions or clarifications, please call Robert Leach at 763-315-8970 or e-mail robertleach@universalptg.com. Thank you for the opportunity to bid this project.

This offer expires thirty days from above date.

Signed: _____ Date: _____

Title: _____

Robert Leach

Robert Leach Estimator
Universal Painting & Drywall, Inc.



Justin Higgins <jhiggins@maertensbrenny.com>

MPS - OMS - Office 104 HM Frame Spandrel Accent Colors and Locations

6 messages

Justin Higgins <jhiggins@maertensbrenny.com>

Fri, Aug 13, 2021 at 11:43 AM

To: Ann Cerney <Ann.Cerney@mpls.k12.mn.us>, Michael Parotti <michael.parotti@roehrschmitt.com>, Chris Schmitt <chris@roehrschmitt.com>, Kanjana Foster <Kanjana.Foster@mpls.k12.mn.us>, Max Chapman <mchapman@maertensbrenny.com>, Charie Jensen <chariej@universalptg.com>, Robert Leach <robertleach@universalptg.com>

Ann,

At the Tuesday meeting it was discussed to paint the bottom spandrels in office 104 an accent color.

See the attached file. Can you please let me know what accent color and where you would like it to be painted?

Note the painter is copied so a reply all will expedite the response.

--

Justin Higgins
Project Manager
Maertens-Brenny Construction Company
8251 Main Street
Minneapolis, MN 55432
office 763-786-4779 ext. 228
cell 612-363-0402



Follow us on LinkedIn for the latest info!

 **104 accent paint with notes.pdf**
666K

Ann Cerney <Ann.Cerney@mpls.k12.mn.us>

Fri, Aug 13, 2021 at 12:42 PM

To: Michael Parotti <michael.parotti@roehrschmitt.com>, Chris Schmitt <chris@roehrschmitt.com>, Kanjana Foster <Kanjana.Foster@mpls.k12.mn.us>, Max Chapman <mchapman@maertensbrenny.com>, Charie Jensen <chariej@universalptg.com>, Robert Leach <robertleach@universalptg.com>, Justin Higgins <jhiggins@maertensbrenny.com>

Mellow yellow

Ann Cerney
612-685-3048
ann.cerney@mpls.k12.mn.us

From: Justin Higgins <jhiggins@maertensbrenny.com>**Sent:** Friday, August 13, 2021 11:43:13 AM**To:** Ann Cerney <Ann.Cerney@mpls.k12.mn.us>; Michael Parotti <michael.parotti@roehrschmitt.com>; Chris Schmitt <chris@roehrschmitt.com>; Kanjana Foster <Kanjana.Foster@mpls.k12.mn.us>; Max Chapman <mchapman@maertensbrenny.com>; Charie Jensen <chariej@universalptg.com>; Robert Leach

[<robertleach@universalptg.com>](mailto:robertleach@universalptg.com)

Subject: [EXTERNAL] MPS - OMS - Office 104 HM Frame Spandrel Accent Colors and Locations

[Quoted text hidden]

Justin Higgins <jhiggins@maertensbrenny.com>

Fri, Aug 13, 2021 at 12:58 PM

To: Ann Cerney <Ann.Cerney@mpls.k12.mn.us>

Cc: Michael Parotti <michael.parotti@roehrschmitt.com>, Chris Schmitt <chris@roehrschmitt.com>, Kanjana Foster <Kanjana.Foster@mpls.k12.mn.us>, Max Chapman <mchapman@maertensbrenny.com>, Charie Jensen <chariej@universalptg.com>, Robert Leach <robertleach@universalptg.com>

All 3 locations?

[Quoted text hidden]

Ann Cerney <Ann.Cerney@mpls.k12.mn.us>

Fri, Aug 13, 2021 at 1:47 PM

To: Justin Higgins <jhiggins@maertensbrenny.com>

Cc: Michael Parotti <michael.parotti@roehrschmitt.com>, Chris Schmitt <chris@roehrschmitt.com>, Kanjana Foster <Kanjana.Foster@mpls.k12.mn.us>, Max Chapman <mchapman@maertensbrenny.com>, Charie Jensen <chariej@universalptg.com>, Robert Leach <robertleach@universalptg.com>

Correct

Ann Cerney

612-685-3048

ann.cerney@mpls.k12.mn.us

From: Justin Higgins <jhiggins@maertensbrenny.com>

Sent: Friday, August 13, 2021 12:58:05 PM

To: Ann Cerney <Ann.Cerney@mpls.k12.mn.us>

Cc: Michael Parotti <michael.parotti@roehrschmitt.com>; Chris Schmitt <chris@roehrschmitt.com>; Kanjana Foster <Kanjana.Foster@mpls.k12.mn.us>; Max Chapman <mchapman@maertensbrenny.com>; Charie Jensen <chariej@universalptg.com>; Robert Leach <robertleach@universalptg.com>

Subject: Re: [EXTERNAL] MPS - OMS - Office 104 HM Frame Spandrel Accent Colors and Locations

[Quoted text hidden]

Justin Higgins <jhiggins@maertensbrenny.com>

Fri, Sep 17, 2021 at 9:16 AM

To: Robert Leach <robertleach@universalptg.com>

[Quoted text hidden]

Justin Higgins <jhiggins@maertensbrenny.com>

Fri, Sep 17, 2021 at 9:16 AM

To: Robert Leach <robertleach@universalptg.com>

[Quoted text hidden]



104 accent paint with notes.pdf

666K

Hall other side



Office 100 other side



Office 103 other side



Change Order Request #15

MAERTENS-BRENNY CONSTRUCTION CO.
8251 MAIN STREET NE
MINNEAPOLIS, MN 55432

MPS - Olson Middle School - Safe & Welcoming Entrance

M-B JOB #	3053
MPS Pub. #	21-2120

Exporting and Disposal of Unsuitable Soils	COR #15				
--	---------	--	--	--	--

DATE	28-Sep-21
------	-----------

DESCRIPTION OF WORK	LABOR				MATERIAL				SUBCONTRACT
	QUANTITY	UNIT	\$/UNIT	COST	QTY	UNIT	\$/UNIT	COST	COST
Subcontractor Quotes									
Quad E Companies									
Export 4 loads of unsuitable soils									\$ 1,000.00
M-B work									
No MBCC Work									
Labor									
Superintendent		Hours	\$96.73	\$ -					
Carpenter		Hours	\$92.13	\$ -					
Finisher		Hours	\$100.07	\$ -					
Mason		Hours	\$94.32	\$ -					
Laborer		Hours	\$85.97	\$ -					
Tax									
								8.025%	
BASE SUBTOTALS FOR LABOR MATERIAL AND SUBS				\$ -				\$0.00	\$ 1,000.00

OVERHEAD & PROFIT ON LABOR	10%	0.00	TOTAL SUBCONTRACT	\$ 1,000.00
OVERHEAD & PROFIT ON MATERIAL	10%	0.00		
SUBTOTAL		1,050.00		
BOND	1.5%	15.75		
GRAND TOTAL		1,065.75		

REMARKS OR NOTES

Exporting and disposal costs for 4 loads unsuitable soils that were not able to be used for backfill material per on-site soils inspection.

Justin Higgins

PROJECT MANAGER

Authorization to proceed with the work described above

Authorization signature and date



Quad E Companies, Inc.

Lakeville, MN

612-462-0629

info@QuadECompanies.com

QuadECompanies.com

9.24.2021

Please see the following change order for work done at the Olson Middle School Project in Minneapolis, MN by Quad E Companies, Inc.

TOTAL - \$1000

Export 4 loads of unsuitable soils

\$250/Load



Quad E Companies, Inc.

Lakeville, MN 55044

612-462-0629

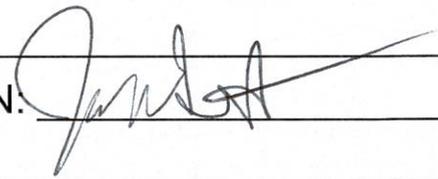
Info@QuadECompanies.com

FIELD CHANGE ORDER

DATE: 8-18-21

PROJECT: Olson

GC or CONTRACTOR: MDEC

GC or CONTRACTOR PRE AUTHORIZATION: 

COMPLETED BY: M. Ice Enggren

SHORT SUMMARY OF WORK COMPLETED:

Haul 4 loads of Bad dirt

DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	RATE PER UNIT OF MEASURE	TOTAL
1 truck 4 loads	ld	4	\$ 250	\$ 1000
unsuitable dirt				


QUAD E COMPANIES SIGNATURE


GC/CONTRACTOR SIGNATURE - POST WORK



Justin Higgins <jhiggins@maertensbrenny.com>

Olson Middle School

Justin Higgins <jhiggins@maertensbrenny.com>

Wed, Jul 14, 2021 at 10:03 AM

To: Elizabeth Ennenga <elizabeth.ennenga@quadecompanies.com>, Ann Cerney <Ann.Cerney@mpls.k12.mn.us>, Chris Schmitt <chris@roehrschmitt.com>, Michael Parotti <michael.parotti@roehrschmitt.com>, Kanjana Foster <Kanjana.Foster@mpls.k12.mn.us>

Special inspection report 1 for the soils.

Note that the material has been separated and we will use the good material for backfill and the unsuitable will be exported and clean fill imported as a change order request as no soils corrections were included in original documents.

[Quoted text hidden]

[Quoted text hidden]

 **Special Inspection Daily Report_Report Number 1 - 2021-06-30_8225931.pdf**
117K

1826 Buerkle Road
Saint Paul, MN 55110
Phone: 651-487-3245

Client:
Maertens-Brenny Construction Company
8251 Main St NE, Suite 105
Fridley, MN 55432

Project:
B2104702
Olson Middle School Safe & Welcoming Entrance
1607 51st Avenue North
Minneapolis, MN 55430

Activity Date: 06/30/2021
Technician: Brown, Sean

City of: Minneapolis, MN
Braun Intertec PM: Richard Fritz

Report Number: 1
Weather: Mostly sunny 86

Coverage	Frequency	Notes
Soils	Periodic	

Architect/engineer authorized changes to approved plans?: **No**

Work Completed Description:

Observed footing excavation bottoms at grids A to Y - 1 to 7. Hand auger probes were performed and found excavation bottoms appear to be in native material (SPSM, w/gravel, reddish brown to brown in color). The material from existing grade to footing bottom elevation appears to be urban fill containing mixed debris, organic material, as well as SPSM to SM material. The above fill, if it can be separated into suitable compactable backfill material could be used as backfill. If it is deemed difficult to separate materials into useable backfill then we would recommend importing a suitable backfill material. Above findings were discussed with Richard Fritz with Braun Intertec.

Tests Performed:

Excavation observations.

Outstanding discrepancies on this project?: No

Report discussed with and sent to contractor?: Yes

To the best of our knowledge, work inspected was done in accordance with the approved plans, specifications and applicable workmanship provisions of the current IBC, except as noted above.

**FIRST AMENDMENT AMD-13358 TO CONTRACT MAS BETWEEN: SPECIAL
SCHOOL DISTRICT NO. 1 AND METROPOLITAN TRANSPORTATION
NETWORK**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Metropolitan Transportation Network, dated November 1, 2021 (“Contract”) is made and entered into by and between Special School District No. 1 (“District”) and Metropolitan Transportation Network (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No. 1, a special a school district created and existing under Minnesota law (“District”) and Metropolitan Transportation Network (“Contractor”) entered into a contract titled Student Transportation for a period between 11/1/2021 through 6/30/2022 (“Contract”), and

WHEREAS, the Parties now desire to amend the contract;

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section 3.1 of the Contract shall be amended to read to add \$2,000,000

Except as herein amended, the terms, conditions and provisions of the Contract shall apply to and govern the provisions of this Amendment.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: _____

Title: _____

Date: _____

Metropolitan Transportation Network

By:  _____

Name: Midasso Gutama _____

Title : CFO, Controller _____

Date: 10/28/2021 _____



Capital Planning, Construction & Maintenance Department

Consultant/Architect Contract Amendment Cover Sheet

Project Information

Consultant/Architect Miller Dunwiddie Date 9/9/2021
 Project Name Justice Page Middle School Renovations Project No. 21PAGE002
 Contract Approval Date: 2/10/2021 MAS # 12918

Summary

Original Contract Amount \$ 533,000.00 Date of Substantial Completion 10/1/2022
 Board Authorized Amount \$ 586,300.00 Most recent Board Approval Date 2/9/2021

Summary of Previous Amendments		
Amendment #1	\$ <u>7,435.00</u>	Owner's Security Consultant incorporated under Arch.
Amendment #2	\$ <u>132,000.00</u>	Added Owner's scope not included in RFP
Amendment #3		
Amendment #4		
Amendment #5		
Amendment #6		
Amendment #7		
TOTAL OF PREVIOUS Amendments		\$ <u>7,435.00</u>

AMOUNT OF THIS Amendment #	2	\$ 132,000.00
-----------------------------------	----------	----------------------

TOTAL Amendments TO DATE \$ 139,435.00

REVISED CONTRACT AMOUNT \$ 672,435.00

REVISED DATE OF SUBSTANTIAL COMPLETION 10/1/2022

DATE OF BOARD ACTION 10/12/2021

Reviewed By: _____ Date: _____
 Manager of Planning & Construction

Approved By: Date: 9/13/2021
 Executive Director, CPCM

Approved By: _____ Date: _____
 SOO

Approved By: _____ Date: _____
 SFO



AIA[®]

Document G801™ – 2017

Notice of Additional Services

PROJECT: *(name and address)*
Justice Page Middle School Improvements
1 West 49th Street
Minneapolis, MN 55419

AGREEMENT INFORMATION:
Date: February 10, 2021

NOTICE INFORMATION:
Notice Number: 002
Date: September 9, 2021

OWNER: *(name and address)*

Minneapolis Public Schools
Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55414

ARCHITECT: *(name and address)*

Miller Dunwiddie

100 Washington Avenue South
Suite 500
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.)

Owner increased scope of services from the time Miller Dunwiddie bid on this work that includes water infiltration investigation and design, structural removal, increased scope of lower level rooms, increased scope of building sign removal during construction.

Compensation Adjustment:
\$132,000.00

Schedule Adjustment:
no change

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.

only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (3B9ADA67)



September 8, 2021

Laurie McGinley, AIA - Project Manager, CPCM | Minneapolis Public Schools
1250 West Broadway Avenue
Minneapolis, MN 55411
Laurie.mcginley@mpls.k12.mn.us

RE: Justice Page Middle School Renovation & Expansion: Additional Services for scope increases
MPS Project #21PAGE001; Architect's Project # MPS2101

Dear Laurie:

Miller Dunwiddie is requesting additional A/E services at Justice Page Middle School related to incorporating additional scope into the project that was not anticipated or outlined in the original contract agreement.

Additional Scope of Design Services

- Implementation of MPS request for investigation of water infiltration issues in lower-level art rooms, design or remediation solution and adding this remedial work into the project.
- Implementation of MPS request for investigation and design of lower-level band room renovation which includes removal of risers, flooring, concealed ventilation systems and replacement with new finishes,
- Implementation of MPS request for removal of exterior bay window at south entry, and design of new wall systems for the area affected, including lower-level structure.
- Increased design and construction scope within the lower-level honors classroom, band storage area, and main level conference areas that are outside the original office renovation spaces.
- Implementation of MPS request for removal and repair of additional school signage associated with the school's previous name, located on the exterior and interior of the facility.
- Additional time required because of delays in City of Minneapolis PDR and Land Use review process.

Fee Schedule – Architect / Engineer

The additional Architect / Engineering fees to complete the scope noted above are beyond those remaining in our current contract. **Our additional A/E fee request for this added scope is \$132,000.00**

Schedule

We have already commenced this work, aligning with the previously established schedule for the Justice Page project, with construction to occur in Summer 2022.

Please review and process this request. Let me know if you have any questions.

Sincerely,
Miller Dunwiddie

A handwritten signature in blue ink, appearing to read "Paul G. May".

Paul G. May, AIA
Principal / Vice President

Minneapolis Public Schools

Name

Date



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 NASCO “Contractor” (collectively “parties”) to provide K-5 and 6-12 Arts Kits at Minneapolis Public Schools.

1 TERM OF CONTRACT

- 1.1 This Contract is effective on November 9, 2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until January 04 2022, 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 \$439,500.00. 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: Teaching & Learning

Attn: Jennifer Rose

1250 W Broadway

Minneapolis, MN 55411

Email: jenn.rose@mpls.k12.mn.us



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400001222

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CONTRACTOR

NAME: NASCO

Address: 901 Janeville, Fort Atkinson, WI 53538-0901

Phone: 920-563-2246

Email: quotes@eNasco.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.

[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: 4400001222

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Dr. Aimee Fearing
(Printed)

Title: Senior Academic Officer

Date: _____

CONTRACTOR NAME

Signature: *Michelle Au*

Name: Michelle Au
(Printed)

Title: Contract Sales Manager

Date: 11/2/21

EXHIBIT A: SCOPE OF WORK

Deliverables:

To provide K-5 and 6-12 Arts Kits to Minneapolis Public Schools
per Quote #56338

Service Outcome:

Arts Kit received.

Method of Evaluation

Receipt of all materials ordered.

[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.]

RETAIN ONE COPY FOR YOUR RECORDS

AMD #1: Employee Assistance Agreement
between
Sand Creek EAP, LLC
and
Minneapolis Public Schools

For contract period: November 10, 2021 to September 30, 2024

I. Services Provided

This Employee Assistance Agreement includes the following services:

1. Employee and Supervisory orientation, as invited, to familiarize your employees with the services available to them. Delivery method will be discussed at time of contract implementation. Delivery methods include: in-person, webinar and website access to on-line video.
2. Electronic and printed promotional materials that include: brochures, wallet cards, posters and a quarterly newsletters to keep your Employee Assistance Program "EAP" visible to your employees and their families. Promotional materials are available in both English and Spanish. Sand Creek will work with the Minneapolis Public Schools in providing text to help co-brand a brochure that will be printed by the Minneapolis Public Schools.
3. Worksite visits from an EAP representative to continually evaluate the status of the program and your satisfaction.
4. Employee assistance personnel policy development and consultation.
5. Full service coverage for employees and their family members.
 - a. Employees are defined as the following:
 - i. All benefits eligible employees.
 - b. Family members are defined as the following:
 - i. Spouse or domestic partner.
 - ii. Dependents living inside of the household.
 - iii. Dependents living outside of the household.
6. Confidential assessment, referral and brief counseling to be provided to all employees and their family members by certified counselors.
 - a. Up to Four (4) sessions of counseling based on the clinical recommendation of EAP counselor. Each session being comprised of one clinical hour.
 - b. All of the employees of Minneapolis Public Schools and their family members may contact Sand Creek EAP for assessment, brief consultation and when necessary, referral.
 - c. No limit is placed on the number of assessments and referrals made annually. All contact is strictly confidential.
7. 24-hour telephone crisis intervention.
8. Chemical dependency case management and relapse prevention.
9. Financial counseling.
10. Legal consultation and referral.
11. Web based Work Life Wellness resource, including child care and elder care resources.
12. Additional services such as SAP Assessments and trainings will be billed on an as needed basis.

II. Coordination of Services

Minneapolis Public Schools agrees to work with the EAP representative in informing its employees of this Agreement and the services which are available to them.

III. Use of Name

Minneapolis Public Schools agrees to allow Sand Creek EAP, LLC to list Minneapolis Public Schools as a customer on promotional materials.

IV. Eligibility

EAP is a service intended to provide short term assessment and brief counseling services on a wide variety of personal and work-related stressors. The service is intended to evaluate relevant information regarding the history of the concerns brought to the EAP by the client, the current status of the concerns and the impact they are having on the client. The EAP's goal is the construction of an action plan to help the client(s) deal with their concerns in a successful fashion. Sometimes the action plan can be successfully implemented exclusively within the EAP. In other cases, the action plan may entail referring the client to a variety of community resources that can provide longer term or specialized services that are beyond or outside the scope of the EAP.

The EAP benefit is focused on the individual client whenever an employee or covered family member runs up against individual events, conditions or circumstances that don't envelop other members of the family system. In that case, the individual client is eligible to use up to a certain number of counseling sessions clearly defined in the EAP contract. When an event (e.g. – marital/relationship struggles; divorce; death of a family member; etc.) impacts part or all of an entire family unit, the EAP benefit is available for all family members to use collectively in the initial stages of addressing the impact of that family event. The EAP sessions are intended to define a broader plan of action that includes all involved family members. In many situations that involve multiple family members, the variety of counseling and emotional support needs that exist oftentimes goes beyond the EAP benefit. When that is the case, our goal is to help all impacted family members utilize the EAP benefit in a collective fashion to help guide them towards additional support and counseling services, either individually or as a family.

V. Employee Participation

A policy of the EAP is that an employee's participation in the EAP will not affect future employment, advancement, or protect such employee from disciplinary action for continued substandard performance.

VI. Reporting

Sand Creek EAP, LLC will provide quarterly reports on program utilization.

No information on individual employees will be released outside of Sand Creek EAP without the written consent of the employee.

VII. Retainer Cost

The annual retainer charged by Sand Creek EAP, LLC for the employee services is as follows:

Term of Contract: Start Date to End Date	November, 2021 to September 30, 2024
Cost per employee per year:	\$15.00

Sand Creek EAP, LLC will bill quarterly. We will request employee counts one month prior to billing.

VIII. Optional Services

As a current EAP customer, you are eligible for Organizational Assistance Program (OAP) services at a discounted rate. For OAP services, please see the current OAP Service Catalog.

IX. Fee for Ongoing Counseling

Payment for any ongoing counseling services beyond the initial assessment screening will be the responsibility of the employee/family member.

X. Modification or Termination of Contract

This contract may be modified in writing at any time by the mutual consent of the parties.

Either Minneapolis Public Schools or Sand Creek EAP, LLC may cancel this agreement at any time upon 90 day notice, in writing, to the other party. Minneapolis Public Schools will be responsible for all fees of Sand Creek EAP, LLC and costs incurred by Sand Creek EAP, LLC pursuant to this Agreement, through the date of termination.

XI. HIPAA Compliance

Sand Creek EAP, LLC has implemented and is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, public law #104-191) and its amendments.

XII. Insurance

Sand Creek EAP, LLC shall maintain, throughout the term of this contract, professional liability and such other insurance as shall be sufficient to insure its obligations under this contract, and shall provide evidence of that insurance to Minneapolis Public Schools upon its request.

XIII. Indemnification

Each party shall indemnify and hold the other party harmless from and against any and all losses, claims, liability, damages, expenses or other obligations (including, without limitation, reasonable attorney's fees) incurred by the other party and their respective officers, directors, employees, and other agents arising out of (a) the party's negligence or intentional misconduct or omissions; or (b) party's breach of this Agreement.

XIV. General

Neither party may assign this Agreement without the other party's prior written consent. This Agreement is governed by the laws of the State of Minnesota. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. This Agreement contains the entire agreement and understanding of the parties concerning the subject matter of this Agreement.

Minneapolis Public Schools

Sand Creek EAP, LLC
Tod Deming
Executive Director

Signature

Date



Signature

11/4/21

Date



610 North Main Street, Suite 200 Stillwater, MN 55082 | 651.430.3383 | 888.243.5744 | www.sandcreekeap.com



**MINNEAPOLIS
PUBLIC SCHOOLS**
Urban Education. Global Citizens.

Quote for services – Employee Assistance Program

Employee Assistance Program Cost:

Estimate is based on a rolling average of 6200 benefit eligible employees per quarter

Term of Contract: Start Date to End Date	November, 10 2021 to September 30, 2022	
Number of employees:	6200	
Cost per employee per year:	\$15.00	
Annual EAP Contract Cost:	\$85,250	
	11/21 to 12/31/21	\$15,500
	1/1/22 to 3/31/22	\$23,250
	4/1/22 to 6/30/22	\$23,250
	7/1/22 to 9/30/22	\$23,250

Organizational Assistance Program Costs (includes trainings, small groups, circles, etc.)

The below information is an estimate based on anticipated Mental Health needs amongst MPS staff

Target Audience	Date of service	Minimum time allotment	Approximate Cost
Clerical Staff	TBA	50 hours	\$885
Central Operations	TBA	75 hours	\$2,950
Leadership	TBA	50 hours	\$1,475
School Based	TBA	350 hours	\$103,250
		Total Cost	\$150,000

Total Anticipated Costs: \$235,220

Contract total: \$250,000

5% added to cover unanticipated costs that may arise



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 Schwab Vollhaber Lubratt Inc, "Contractor" (collectively "parties") to provide Sheridan Ventilation Air Unit to D-Ops-Plant Maintenance.

1 TERM OF CONTRACT

- 1.1 This Contract is effective on 10/18/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, 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 \$790,000.00. 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-Plant Maintenance
Attn: Grant Lindberg
1225 N 7th Street
Minneapolis, MN 55411
Email: Grant.Lindberg@mpls.k12.mn.us
Fax:

Schwab Vollhaber Lubratt Inc

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: **Asha [On behalf of SFO] Langton**
(Printed)

Title: _____

Date: _____

Schwab Vollhaber Lubratt Inc

By: Cameron Sigecan

Name: Cameron Sigecan
(Printed)

Title: Sales Engineer

Date: 10/18/2021

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Purchase and install 46 Air Ventilator Units at Sheridan.

Service Outcome

Improve air filtration and indoor air quality for our students

Method of Evaluation

Ensure air ventilator units installed and working properly

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.

FY20 CLARA BARTON OPEN SCHOOL

Contract Sum: \$1,549,300.00

Contractor: Sheehy Construction Company

Project Name and Number

Clara Barton Open School
4237 Colfax Ave S,
Minneapolis, MN 55409
Minneapolis Public Schools Project Number 20BART001
Safe/Secure Entrance & Monument Sign Project.

Description

Upgrades to enhance student safety through the relocation of the school office and redesign of the main building entrance.

Contract Sum details

Item	Price	Status
Base Bid	\$1,368,300.00	ACCEPTED
Alt #1: Monument Sign	\$43,000.00	ACCEPTED
Alt #2: Ceiling/Lighting Replacement (Ph I)	\$828,000.00	rejected
Alt #3: Lighting Replacement (Ph II)	\$154,000.00	rejected
Alt #4: Lighting Replacement (Ph III)	\$158,000.00	rejected
Alt #5: Entrance Door #04 Upgrades	\$138,000.00	ACCEPTED

Contract Documents

AIA Document A101-2017
AIA Document A101 Exhibit A-2017
Exhibit B – Project Charter
Exhibit C – Owner Insurance
Exhibit D – Project Schedule
AIA Document E203-2013

 **AIA**® Document A101® – 2017**Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

AGREEMENT made as of the 9 day of November in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Minneapolis Public Schools Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55411

and the Contractor:
(Name, legal status, address and other information)

Sheehy Construction Company
360 Larpenteur Avenue West
Suite 200
St. Paul, MN 55113

for the following Project:
(Name, location and detailed description)

OP#21-2137 Barton Safe/Secure Entrance & Monument Project
4237 Colfax Avenue South
Minneapolis, MN 55409

The Architect:
(Name, legal status, address and other information)

Wendel Architecture PC
401 North 2nd Avenue
Suite 206
Minneapolis, MN 55401

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(3B9ADA47)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 The Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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User Notes:

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[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: Defined in EXH-D Project Schedule

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates as defined in EXH-D Project Schedule. Such portions of the work not completed as defined in EXH-D Project Schedule shall be subject to liquidated damages as set forth in Article 4.5.

(Table Deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract as defined in EXH-B Project Charter, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum are defined in EXH-B Project Charter.

(Table Deleted)

§ 4.2.2 Subject to the conditions noted in EXH-B Project Charter, alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Paragraph Deleted)

(Table Deleted)

§ 4.3 Allowances, if any, included in the Contract Sum are defined in EXH-B Project Charter.

(Paragraph Deleted)

(Table Deleted)

§ 4.4 Unit prices, if any are defined in EXH-B Project Charter.

(Paragraph Deleted)

(Table Deleted)

§ 4.5 Liquidated damages

Init.

Contractor and Owner recognized that time is of the essence for the Project and the Owner will suffer financial loss if the Work is not completed in the time specified in the Contract Documents. The parties also recognized the delays, expenses, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, the Owner and Contractor agree that as liquidated

damages for delay (but not as penalty), Contractor shall pay Owner \$1,000.00 per calendar day for each day that expires after the time specified for Substantial Completion in EXH-D Project Schedule until such time the Work is determined to be substantially complete by the Owner.

(Paragraph Deleted)

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the Contract time specified in the Contract Documents, the contractor shall pay the Owner \$1,000.00 per day that expires after the time specified in the Contract Documents for Final Completion and readiness for Final Payment until the Work is completed.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 When an Application for Payment is received by the Architect, payment of the amount certified shall be made by the Owner not later than 45 (forty-five) days after the Architect receives the Application for Payment.

(Paragraph Deleted)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor on AIA G702 Application and Certificate for Payment in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;

Init.

- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Paragraph Deleted)

5% (five percent)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

For major items installed into the Work, the Contractor may request full payment for the items to ensure prompt delivery and fabrication. Such items shall be recommended by the Architect and approved by the Owner as not requiring retainage. Prompt payment for the items shall be documented by the Contractor to the Owner in the subsequent payment application by submitting a full lien release for the items. Major items may include mechanical units with long lead times, structural systems with long lead times, critical path systems or items, etc. Major items will be discussed and defined by Owner, Architect, and Contractor.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

Prior to Substantial Completion and at the discretion of the Owner, retainage may be reduced. If the Work has been 50% completed as

determined by the Architect and is satisfactory to the Owner, then 90% of the retained amount may be released to the Contractor for completed work (with 10% of the total retained by the Owner.) Upon Substantial Completion, additional retainage may be returned to the Contractor as recommended by the Architect and approved by the Owner to an amount sufficient to satisfactorily complete the Work. Retainage release will comply with Minnesota Statute 15.72 after Substantial Completion and punch list acceptance by the Owner.

(Paragraph Deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site or otherwise stored offsite with adequate Owner approved insurance provided to the Owner.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

Init.

- .2 a final Certificate for Payment has been issued by the Architect.
.3 all lien waivers and IC134 forms have been delivered to the Owner.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 45 days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. Owner will pay the Contractor 0% interest for Payments not due made within forty five (45) days.

(Paragraph Deleted)

§ 5.4 Prompt Payment to Subcontractors

This Contract requires the Contractor and all Subcontractors and Sub-subcontractors (of any tier) to promptly pay any subcontractor or material supplier contract within ten (10) days of receipt of payment by Owner for undisputed services provided by the party requesting payment. The party responsible for payment (other than the Owner) shall pay interest of one and one half (1-1/2) percent per month to the party requesting payment on any undisputed amount not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the party responsible for payment shall pay the actual penalty due to the party requesting payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017.

§ 6.1.1 Mediation

Either the Owner or the Contractor may request mediation of any Claim submitted to the Architect for decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect at the date of this contract. The request for mediation shall be made in writing to the American Arbitration Association and to the other party of this contract.

Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of the date of filing the request.

If the Claim is not resolved by mediation, the Architect's action shall become final and binding thirty (30) days after termination of the mediation proceedings. Within the time period, the Owner and Contractor may request Binding Dispute Resolution.

The Work must continue, at the Owner's discretion, in accordance with paragraph 15.1.4.1 of AIA Document A201-2017.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Init.

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other (*Specify*)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

Termination fee will be based on the percentage of work completed and any materials purchased or in production at the time of termination. Said fee and justification shall be provided to the Owner by the Contractor within ten (10) days of the notice of termination.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Jeff M. Helstrom M: 612-207-7859 Email: jeffrey.helstrom@mpls.k12.mn.us
1250 West Broadway Avenue
Minneapolis, MN 55411

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Sheehy Construction Company
360 Larpenteur Avenue West
Suite 200
St. Paul, MN 55113

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

Init.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

Owner prohibits Contractor from using the Work in any marketing material or business development practice. Contractor is prohibited from communication with any news outlet or public without Owner's written approval.

Floor plans, designs, wiring, safety and security measures shall be kept confidential by the Contractor, the Subcontractors, the Sub-subcontractors (of any tier) during and after completion of the Work.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

January 31, 2020

- .5 Drawings

Number	Title	Date
--------	-------	------

- .6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

- .7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Paragraphs Deleted)

[EXH-B Project Charter](#)

Init.

| (Paragraph Deleted)

| EXH-C Owner Insurance
| EXH-D Project Schedule

| (Paragraph Deleted)

| (Table Deleted)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

Blair Juliar, Vice President

(Printed name and title)

Additions and Deletions Report for **AIA® Document A101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:44:56 ET on 10/11/2021.

PAGE 1

AGREEMENT made as of the 9 day of November in the year 2021

...

Minneapolis Public Schools Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55411

...

Sheehy Construction Company
360 Larpenteur Avenue West
Suite 200
St. Paul, MN 55113

...

OP#21-2137 Barton Safe/Secure Entrance & Monument Project
4237 Colfax Avenue South
Minneapolis, MN 55409

...

Wendel Architecture PC
401 North 2nd Avenue
Suite 206
Minneapolis, MN 55401

PAGE 2

A date set forth in a notice to proceed issued by the Owner.

...

§ 3.3.1 ~~Subject to adjustments of the Contract Time as provided in the Contract Documents, the~~ The Contractor shall achieve Substantial Completion of the entire Work:

PAGE 3

By the following date: Defined in EXH-D Project Schedule

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User Notes:

(3B9ADA47)

...

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following ~~dates~~; dates are defined in EXH-D Project Schedule. Such portions of the work not completed as defined in EXH-D Project Schedule shall be subject to liquidated damages as set forth in Article 4.5.

...

Portion of Work	Substantial Completion Date
------------------------	------------------------------------

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. ~~The Contract Sum shall be (\$),~~ Contract as defined in EXH-B Project Charter, subject to additions and deductions as provided in the Contract Documents.

...

§ 4.2.1 Alternates, if any, included in the Contract ~~Sum~~; Sum are defined in EXH-B Project Charter.

...

Item	Price
-------------	--------------

...

§ 4.2.2 Subject to the conditions noted ~~below~~, the following in EXH-B Project Charter, alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

...

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

...

Item	Price	Conditions for Acceptance
-------------	--------------	----------------------------------

...

§ 4.3 Allowances, if any, included in the Contract ~~Sum~~; Sum are defined in EXH-B Project Charter.

...

(Identify each allowance.)

...

Item	Price
-------------	--------------

...

§ 4.4 Unit prices, if any: any are defined in EXH-B Project Charter.

...

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

...

Item

Units and Limitations

Price per Unit (\$0.00)

...

§ 4.5 Liquidated damages, if any: damages

PAGE 4

(Insert terms and conditions for liquidated damages, if any.) Contractor and Owner recognized that time is of the essence for the Project and the Owner will suffer financial loss if the Work is not completed in the time specified in the Contract Documents. The parties also recognized the delays, expenses, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, the Owner and Contractor agree that as liquidated

...

damages for delay (but not as penalty), Contractor shall pay Owner \$1,000.00 per calendar day for each day that expires after the time specified for Substantial Completion in EXH-D Project Schedule until such time the Work is determined to be substantially complete by the

...

Owner.

...

§ 4.6 Other:

...

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.) After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the Contract time specified in the Contract Documents, the contractor shall pay the Owner \$1,000.00 per day that expires after the time specified in the Contract Documents for Final Completion and readiness for Final Payment until the Work is completed.

...

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: month.

...

~~§ 5.1.3 Provided that When~~ an Application for Payment is received by the Architect ~~not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above,~~ payment of the amount certified shall be made by the Owner not later than 45 (forty-five) days after the Architect receives the Application for Payment.

...

(Federal, state or local laws may require payment within a certain period of time.)

...

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor on AIA G702 Application and Certificate for Payment in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

PAGE 5

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

...

5% (five percent)

...

For major items installed into the Work, the Contractor may request full payment for the items to ensure prompt delivery and fabrication. Such items shall be recommended by the Architect and approved by the Owner as not requiring retainage. Prompt payment for the items shall be documented by the Contractor to the Owner in the subsequent payment application by submitting a full lien release for the items. Major items may include mechanical units with long lead times, structural systems with long lead times, critical path systems or items, etc. Major items will be discussed and defined by Owner, Architect, and Contractor.

...

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.) Prior to Substantial Completion and at the discretion of the Owner, retainage may be reduced. If the Work has been 50% completed as

...

§ 5.1.7.3 ~~Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:~~ determined by the Architect and is satisfactory to the Owner, then 90% of the retained amount may be released to the Contractor for completed work (with 10% of the total retained by the Owner.) Upon Substantial Completion, additional retainage may be returned to the Contractor as recommended by the Architect

and approved by the Owner to an amount sufficient to satisfactorily complete the Work. Retainage release will comply with Minnesota Statute 15.72 after Substantial Completion and punch list acceptance by the Owner.

...

(Insert any other conditions for release of retainage upon Substantial Completion.)

...

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the ~~site~~ site or otherwise stored offsite with adequate Owner approved insurance provided to the Owner.

PAGE 6

.3 all lien waivers and IC134 forms have been delivered to the Owner.

...

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than ~~30~~ 45 days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~ Payment.

...

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. Owner will pay the Contractor 0% interest for Payments not due made within forty five (45) days.

...

(Insert rate)

...

§ 5.4 Prompt Payment to Subcontractors

...

This Contract requires the Contractor and all Subcontractors and Sub-subcontractors (of any tier) to promptly pay any subcontractor or material supplier contract within ten (10) days of receipt of payment by Owner for undisputed services provided by the party requesting payment. The party responsible for payment (other than the Owner) shall pay interest of interest agreed upon, if any, one and one half (1-1/2) percent per month to the party requesting payment on any undisputed amount not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the party responsible for payment shall pay the actual penalty due to the party requesting payment.

...

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, ~~unless A201–2017.~~

...

§ 6.1.1 Mediation

...

~~the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. Either the Owner or the Contractor may request mediation of any Claim submitted to the Architect for decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect at the date of this contract. The request for mediation shall be made in writing to the American Arbitration Association and to the other party of this contract.~~

...

Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of the date of filing the request.

...

~~(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.) If the Claim is not resolved by mediation, the Architect's action shall become final and binding thirty (30) days after termination of the mediation proceedings. Within the time period, the Owner and Contractor may request Binding Dispute Resolution.~~

...

The Work must continue, at the Owner's discretion, in accordance with paragraph 15.1.4.1 of AIA Document A201-2017.

PAGE 7

Litigation in a court of competent jurisdiction

...

Termination fee will be based on the percentage of work completed and any materials purchased or in production at the time of termination. Said fee and justification shall be provided to the Owner by the Contractor within ten (10) days of the notice of termination.

...

Jeff M. Helstrom M: 612-207-7859 Email: jeffrey.helstrom@mpls.k12.mn.us
1250 West Broadway Avenue

Minneapolis, MN 55411

...

Sheehy Construction Company
360 Larpenteur Avenue West
Suite 200
St. Paul, MN 55113

PAGE 8

Owner prohibits Contractor from using the Work in any marketing material or business development practice. Contractor is prohibited from communication with any news outlet or public without Owner's written approval.

Floor plans, designs, wiring, safety and security measures shall be kept confidential by the Contractor, the Subcontractors, the Sub-subcontractors (of any tier) during and after completion of the Work.

...

January 31, 2020

...

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

...

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:

...

[EXH-B Project Charter](#)

PAGE 9

(Insert the date of the E204 2017 incorporated into this Agreement.)

...

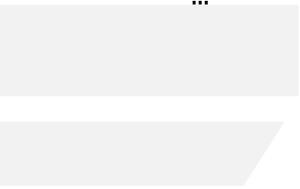
[EXH-C Owner Insurance](#)

...

[EXH-D Project Schedule](#)

...

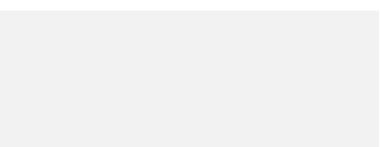
The Sustainability Plan:



Title

Date

Pages



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:44:56 ET on 10/11/2021 under Order No. 7576952334 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 9 day of November in the year 2021
(In words, indicate day, month and year.)

for the following **PROJECT:**
(Name and location or address)

OP#21-2137 Barton Open School Safe/Secure Entrance & Monument Sign Project.
4237 Colfax Avenue South, Minneapolis, MN 55409

THE OWNER:
(Name, legal status and address)

Minneapolis Public Schools Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55411

THE CONTRACTOR:
(Name, legal status and address)

Sheehy Construction Company
360 Larpenteur Avenue West, Suite 200, St. Paul, MN 55113

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
----------------	-----------

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Contractor’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

Init.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- § A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach,

Init.

/

including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the types and limits of insurance as defined in EXH-C Owner Insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits as defined in EXH-C Owner Insurance providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

Init.

§ A.3.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits as defined in EXH-C Owner Insurance.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Umbrella coverage as defined in EXH-C Owner Insurance.

§ A.3.2.5 Workers' Compensation at statutory limits for Coverage A as defined in EXH-C Owner Insurance.

§ A.3.2.6 Employers' Liability Coverage B as defined in EXH-C Owner Insurance.

(Paragraph deleted)

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits as defined in EXH-C Owner Insurance.

(Paragraphs deleted)

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits as defined in EXH-C Owner Insurance.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

If Professional Liability insurance is required as part of the Contract, the Contractor shall maintain coverage for one year beyond the date of Substantial Completion.

Init.

§ A.3.3.2 The Contractor shall purchase and maintain the types and limits of insurance as defined in EXH-C Owner Insurance.

(Paragraphs deleted)

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:46:08 ET on 10/11/2021.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 9 day of November in the year 2021

...

OP#21-2137 Barton Open School Safe/Secure Entrance & Monument Sign Project.
4237 Colfax Avenue South, Minneapolis, MN 55409

...

Minneapolis Public Schools Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55411

...

Sheehy Construction Company
360 Larpenteur Avenue West, Suite 200, St. Paul, MN 55113

PAGE 2

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance ~~written on a builder's risk "all-risks" completed value or equivalent~~ policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

PAGE 4

§ A.3.2.1 The Contractor shall purchase and maintain the ~~following~~ types and limits of insurance as defined in EXH-C Owner Insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

...

~~§ A.3.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than —(\$ —) each occurrence, —(\$ —) general aggregate, and —(\$ —) aggregate for products-completed operations hazard, as defined in EXH-C Owner Insurance providing coverage for claims including~~
PAGE 5

~~§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than —(\$ —) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage, as defined in EXH-C Owner Insurance.~~

~~§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Umbrella coverage as defined in EXH-C Owner Insurance.~~

~~§ A.3.2.5 Workers' Compensation at statutory limits, limits for Coverage A as defined in EXH-C Owner Insurance.~~

~~§ A.3.2.6 Employers' Liability with policy limits not less than —(\$ —) each accident, —(\$ —) each employee, and —(\$ —) policy limit. Coverage B as defined in EXH-C Owner Insurance.~~

~~§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks~~

~~§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than —(\$ —) per claim and —(\$ —) in the aggregate, as defined in EXH-C Owner Insurance.~~

~~§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than —(\$ —) per claim and —(\$ —) in the aggregate.~~

~~§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than —(\$ —) per claim and —(\$ —) in the aggregate.~~

~~§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than —(\$ —) per claim and —(\$ —) in the aggregate.~~

~~§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than —(\$ —) per claim and —(\$ —) in the aggregate, as defined in EXH-C Owner Insurance.~~

...

If Professional Liability insurance is required as part of the Contract, the Contractor shall maintain coverage for one year beyond the date of Substantial Completion.

~~§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.~~

~~(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.) types and limits of insurance as defined in EXH-C Owner Insurance.~~

~~[] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to~~

the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

~~§ A.3.3.2.2 Railroad Protective Liability Insurance~~, with policy limits of not less than ~~(\$)~~ per claim and ~~(\$)~~ in the aggregate, for Work within fifty (50) feet of railroad property.

~~§ A.3.3.2.3 Asbestos Abatement Liability Insurance~~, with policy limits of not less than ~~(\$)~~ per claim and ~~(\$)~~ in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

~~§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all risks" completed value form.~~

~~§ A.3.3.2.5 Property insurance on an "all risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.~~

~~§ A.3.3.2.6 Other Insurance~~
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

Exhibit B – Project Charter

Project Name and Number

Clara Barton Open School
4237 Colfax Ave S,
Minneapolis, MN 55409
Minneapolis Public Schools Project Number 20BART001
Safe/Secure Entrance & Monument Sign Project.

Description

Upgrades to enhance student safety through the relocation of the school office and redesign of the main building entrance.

Contract Sum

The Contract Sum shall be \$1,549,300.00

Alternates

Item	Price	Status
Base Bid	\$1,368,300.00	ACCEPTED
Alt #1: Monument Sign	\$43,000.00	ACCEPTED
Alt #2: Ceiling/Lighting Replacement (Ph I)	\$828,000.00	rejected
Alt #3: Lighting Replacement (Ph II)	\$154,000.00	rejected
Alt #4: Lighting Replacement (Ph III)	\$158,000.00	rejected
Alt #5: Entrance Door #04 Upgrades	\$138,000.00	ACCEPTED

Conditions

Item	Price	Conditions for Acceptance

Allowances

Item	Price
Building Permit / Plan Review Fees	\$30,000.00
General /Architectural & MEP	\$25,000.00

Unit Prices

Item	Units and Limitations	Price per Unit (\$0.00)

EXHIBIT C Owner Insurance

Insurance Requirements

1. CONSULTANT'S INSURANCE – to be used with AIA B101-2017, AIA C103-2015, or similar non-contractor consultants:

The Consultant shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

- a. Worker's Compensation and Employer's Liability Insurance

- i. Coverage A is statutory.
- ii. Coverage B
 - \$500,000 Each Accident
 - \$500,000 Each Employee
 - \$500,000 Policy Limit (Disease)

- b. Comprehensive General Liability Insurance *

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Per Occurrence	\$1,000,000
Medical Payments	\$10,000

* The Owner should be named as an additional insured for Comprehensive General Liability Insurance.

- c. Automobile Insurance

Per Occurrence	\$1,000,000
PIP	Basic
Underinsured Motorist	\$1,000,000
Uninsured Motorist	\$1,000,000

- d. Professional Liability Insurance

- i. Per Claim \$2,000,000

- ii. For projects with an estimated construction Contract Sum of over \$10,000,000 or major structural work an aggregate is required as follows:
Aggregate \$4,000,000

e. Umbrella Liability Insurance

- i. Per Occurrence \$2,000,000
- ii. For projects with an estimated construction Contract Sum of over \$10,000,000 or major structural work an aggregate is required as follows:
Aggregate \$2,000,000

f. Manned or Unmanned Aircraft Coverage (if used)

- i. Per Claim \$1,000,000
- ii. Aggregate \$1,000,000

For specialty consultants used for commissioning activities, studies, asbestos surveys and security, items A, B, C and F shall apply.

Special Asbestos Abatement Liability Insurance is required for Asbestos Abatement Contractors. The limits are \$1,500,000 per claim, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

2. CONSULTANT’S OBLIGATIONS

Consultant shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance required to be carried under the terms hereof and shall endeavor to satisfy the requirements of the insurance companies issuing them. In the event Consultant neglects, refuses or fails to provide or maintain any of the insurance required to be carried under the Agreement, or if such insurance is canceled for any reason, the Owner or the Owner’s lender(s) shall have the right, but not the duty, to procure or maintain the same.

In the event the Owner or the Owner’s lender(s) do procure or maintain such insurance, the Owner or the Owner’s lender(s) shall have, in addition to any and all other available remedies, the right to recover from the Consultant (including the right of set-off against sums otherwise due the Consultant) all of the costs associated with procuring or maintaining such insurance.

3. PROFESSIONAL LIABILITY INSURANCE

- a. Professional Liability Coverage of \$2,000,000 shall be maintained for one (1) year from the date of Substantial Completion. If the Consultant discontinues its business and if directed by Owner in writing, Consultant shall purchase such insurance in such amount for an extended discovery period beyond the one (1) year after the date of Substantial Completion, with the premium cost to be a reimbursable expense paid by the Owner. The limit of liability for such policy may not be reduced below \$2,000,000 without the Owner giving its prior, written consent. All policies of insurance that Consultant is required under the terms of this Exhibit C Owner's Insurance to secure and maintain shall bear the endorsement "Not to be canceled until sixty (60) calendar days after Owner has received a written notice from insurer as evidence by a return receipt of registered or certified mail."
- b. The Owner shall not be responsible for obtaining or paying premiums or other expenses in connection with insurance required to be carried under the Agreement or normally carried by the Consultant's consultants, and the obligation to obtain such insurance and to pay such premiums and other expenses shall be solely that of the Consultant.
- c. The Consultant shall bear all the costs of any and all deductible amounts under any insurance policies required to be carried under the Agreement and shall remain solely and fully liable for the full amount of any claim or item not compensated by insurance (to the extent that any amount resulted from damages that arose out of the Consultant's sole negligence.)

4. COVERAGE

The coverage's referred to above are set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete.

5. GENERALLY

- a. The Consultant thereby represents and warrants to the Owner that, as of the date of the execution of the Agreement, the Consultant is not aware of any claims or potential claims which have been made, filed or threatened against any of the insurance or for damages covered by any of the insurance required to be carried under the Agreement that would affect the Consultant's ability to provide the insurance coverage required by this agreement.

- b. It is understood that the provisions in the Agreement requiring the Consultant to carry insurance shall not be construed as in any manner waiving or restricting the liability of the Consultant as to any obligations imposed under the Agreement, including, but not limited to, obligations imposed under the provisions of Article 11 of the AIA A201-2017 General Conditions.

Insurance requirements for Contractors

1. CONTRACTOR’S INSURANCE – to be used with AIA A101-2017

The Contractor shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

a. Commercial General Liability

- | | |
|---|-------------|
| i. General Aggregate | \$1,500,000 |
| ii. Products/Completed Operations Aggregate | \$1,500,000 |
| iii. Per Occurrence | \$1,500,000 |

The Owner shall be named as additional insured for Commercial General Liability Insurance

b. Automobile Insurance

- | | |
|----------------------------|-------------|
| i. Per Occurrence | \$1,000,000 |
| ii. PIP | Basic |
| iii. Underinsured Motorist | \$1,000,000 |
| iv. Uninsured Motorist | \$1,000,000 |

c. Workers Compensation

- | | |
|------------------------------|-------------------------|
| i. Coverage A is statutory. | |
| ii. Coverage B | \$500,000 Each Accident |
| iii. \$500,000 Each Employee | |

d. Professional Liability (if the Contractor is hiring professionals)

- i. Per Claim \$2,000,000

For Projects with an estimated construction cost of over \$10,000,000 or major structural work, additional Aggregate coverage of \$4,000,000 is required.

e. Manned or Unmanned Aircraft Coverage (if used)

- i. Per Claim \$1,000,000
- ii. Aggregate \$1,000,000

f. Property Insurance

- i. Per Claim \$1,000,000
- ii. Aggregate \$1,000,000

This insurance is only required for materials stored offsite and not incorporated into the project at delivery. For material stored on site, no additional insurance is required.

g. Builders "all risk" Insurance

- i. Per Claim \$2,000,000
- ii. Aggregate \$4,000,000

This insurance is only required for additions exceeding \$10,000,000. Renovations to existing schools are not required to have builders all risk insurance.

h. Umbrella Liability

- i. Aggregate limit \$5,000,000

This insurance is required only for projects larger than \$10,000,000 in total construction costs.

Exhibit D – Project Schedule

Project Name and Number

Clara Barton Open School
4237 Colfax Ave S,
Minneapolis, MN 55409
Minneapolis Public Schools Project Number 20BART001
Safe/Secure Entrance & Monument Sign Project.

Description

Upgrades to enhance student safety through the relocation of the school office and redesign of the main building entrance.

Schedule

Substantial Completion

The Work will be substantially complete on or before August 16, 2022.

Portion of Work

Portion of Work	Substantial Completion Date

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the 13 day of March in the year 2018 is incorporated into the agreement (the “Agreement”) between the Parties for the following Project:
(Name and location or address of the Project)

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
- 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA**
- 3 DIGITAL DATA PROTOCOLS**
- 4 BUILDING INFORMATION MODELING PROTOCOLS**
- 5 OTHER TERMS AND CONDITIONS**

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™–2013, Project Digital Data Protocol Form and AIA Document G202™–2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201–2013 and G202–2013, will result in a change in the Party’s scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party’s waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™–2013, Project Digital Data Protocol Form, and G202™–2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:

(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

§ 1.4 Definitions

§ 1.4.1 **Building Information Model.** A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the “Model,” which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 **Building Information Modeling.** Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 **Model Element.** A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 **Level of Development.** The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 **Authorized Uses.** The term “Authorized Uses” refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 **Model Element Author.** The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

§ 1.4.7 **Digital Data.** Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 **Confidential Digital Data.** Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as “confidential.”

§ 1.4.9 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, “written” or “in writing” shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 **Written Notice.** In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, “written notice” shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 **Party and Parties.** The terms “Party” and “Parties” refer to the signing parties to the Agreement.

§ 1.4.12 **Project Participant.** A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project and includes the Parties.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party’s right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 **Anticipated Types of Digital Data.** The anticipated types of Digital Data to be used on the Project are as follows: *(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)*

Anticipated Digital Data	Applicability to the Project <i>(Indicate Applicable or Not Applicable)</i>	Location of Detailed Description <i>(Section 3.1.1 below or in an attachment to this exhibit and identified below)</i>
Project Agreements and Modifications		
Project communications		
Architect’s pre-construction submittals		
Contract Documents		
Contractor’s submittals		
Subcontractor’s submittals		
Modifications		
Project payment documents		
Notices and claims		
Building Information Modeling		

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

The Parties intend to use a centralized electronic document management system on the Project.

The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.

(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

Responsible Project Participant	Project Milestone
---------------------------------	-------------------

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

- [] The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.
- [X] The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 **Anticipated Building Information Modeling Scope.** Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling	Responsible Project Participant
------------------------------	---------------------------------

§ 4.3 **Anticipated Model Authorized Uses.** Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202–2013.

Authorized Uses of the Model for the Project are defined in Article 7 of AIA B101-2017.

§ 4.4 **Ancillary Modeling Activities.** Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.

(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

Defined in EXH-B Project Design Milestones & Deliverables to AIA B101-2017.

§ 4.5 **Modeling Protocols.** As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202–2013.

§ 4.5.1 The Modeling protocols shall address the following:

- 1 Identification of the Model Element Authors;
- 2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;
- 3 Identification of the required LOD of each Model Element at each identified Project milestone;
- 4 Identification of the construction classification systems to be used on the Project;
- 5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;
- 6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
- 7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;

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User Notes:

(3B9ADA20)

- .8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and
- .9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval. *(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)*

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party’s sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.

Responsible Project Participant	Project Milestone
---------------------------------	-------------------

§ 4.8.2 **Model Management Protocol Establishment.** The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

- .1 Model origin point, coordinate system, precision, file formats and units. The Model shall be accurately geo-located.
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions as defined in the Owner's Revit and Drafting Standards.
- .5 Processes for aggregating Model files from varying software platforms

- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements
- .9 Other: *(Identify additional Model management protocols to be addressed.)*

The Project Participant responsible for managing the Model shall use the issued MPS Revit template and conform to MPS Revit and Drafting Standards as defined in EXH-C.2 Quality Performance and Owner Provisions of AIA B101-2017.

§ 4.8.3 Ongoing Responsibilities. The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

- .1 Collect incoming Models:
 - .1 Coordinate submission and exchange of Models
 - .2 Create and maintain a log of Models received
 - .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
 - .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Uses
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights
- .5 Other: *(Identify additional responsibilities.)*

§ 4.8.4 Model Archives. The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

§ 4.9 Post-Construction Model. The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party’s responsibility. *(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)*

Post-Construction Model	Applicability to Project <i>(Applicable or Not Applicable)</i>	Responsible Project Participant	Location of Detailed Description of Requirements and Services <i>(Section 4.10 below or in an attachment to this exhibit and identified below)</i>
§ 4.9.1 Remodeling	Applicable	Owner	
§ 4.9.2 Wayfinding and Mapping	Applicable	Architect	
§ 4.9.3 Asset/FF & E Management	Applicable	Owner	
§ 4.9.4 Energy Management	Applicable	Owner	
§ 4.9.5 Space Management	Applicable	Owner	
§ 4.9.6 Maintenance Management	Applicable	Owner	

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

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As part of basic services, the Architect shall produce wayfinding floor plans for use of the Owner. Floor plans shall be provided in PDF format to be printed on letter, 11x17 and 24x36 paper.

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:



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Additions and Deletions Report for AIA® Document E203™ – 2013

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:15:52 on 03/23/2018.

PAGE 1

This Exhibit dated the 13 day of March in the year 2018 is incorporated into the agreement (the “Agreement”) between the Parties for the following Project:

PAGE 4

The Parties intend to use a centralized electronic document management system on the Project.

PAGE 5

The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

...

Authorized Uses of the Model for the Project are defined in Article 7 of AIA B101-2017.

...

Defined in EXH-B Project Design Milestones & Deliverables to AIA B101-2017.

PAGE 6

.1 Model origin point, coordinate system, precision, file formats and ~~units~~units. The Model shall be accurately geo-located.

...

.4 Naming conventions as defined in the Owner's Revit and Drafting Standards.

PAGE 7

The Project Participant responsible for managing the Model shall use the issued MPS Revit template and conform to MPS Revit and Drafting Standards as defined in EXH-C.2 Quality Performance and Owner Provisions of AIA B101-2017.

...

§ 4.9.1	Remodeling	<u>Applicable</u>	<u>Owner</u>	
§ 4.9.2	Wayfinding and Mapping	<u>Applicable</u>	<u>Architect</u>	
§ 4.9.3	Asset/FF & E Management	<u>Applicable</u>	<u>Owner</u>	

§ 4.9.4	Energy Management	<u>Applicable</u>	<u>Owner</u>	
§ 4.9.5	Space Management	<u>Applicable</u>	<u>Owner</u>	
§ 4.9.6	Maintenance Management	<u>Applicable</u>	<u>Owner</u>	

PAGE 8

As part of basic services, the Architect shall produce wayfinding floor plans for use of the Owner. Floor plans shall be provided in PDF format to be printed on letter, 11x17 and 24x36 paper.



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:15:52 on 03/23/2018 under Order No. 8259021829 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E203™ - 2013, Building Information Modeling and Digital Data Exhibit, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR SERVICES – \$25,000 above

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 Sunbelt Staffing “Contractor” (collectively “parties”) to provide skilled Licensed School Nurse (LSN) services to Edison, Northeast, Sanford and districtwide fulfilling nursing care and duties under scope of nurse licensure in the state of Minnesota.

TERM OF CONTRACT

- 1.1 This Contract is effective on 11/10/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 6/30/2022, 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.



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400001206

Page | 1

3.1 *Total Obligation*

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$270,000. 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 CONTRACTOR

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 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

Division: Health Services
Attn: Aimee Fearing
1250 W Broadway
Minneapolis, MN 55411
Email: Aimee.Fearing@mpls.k12.mn.us

CONTRACTOR

Sunbelt Staffing
Phone: 813-792-3417
Address: 3687 Tampa Rd., Ste 200 Oldsmar, FL 34677
Email: elizabeth.reitmeyer@sunbeltstaffing.com

ACKNOWLEDGMENT

- 21.1 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.

21.2 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.

22 NON-WAIVER

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

23 ASSIGNMENT

23.1 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.

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

24.1 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.

25 WARRANTY

25.1 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.

26 SEVERABILITY

26.1 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.

27 SURVIVABILITY

27.1 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

Signature: _____

Name: Aimee Fearing

(Printed)

Title: Senior Academic Officer

Date: _____

CONTRACTOR NAME

Signature: 

Name: Elizabeth Reitmeyer

(Printed)

Title: Sunbelt Staffing Division Director

Date: 11/2/2021

Exhibit A:

Deliverables:

Licensed School Nurse (LSN) to provide nursing care and duties under scope of licensure in the state of Minnesota.

Service Outcome:

Licensed School Nurse (LSN) to provide nursing care and duties under scope of licensure in the state of Minnesota

Method of Evaluation:

Agency responsible for nursing supervision- see attached - Exhibit C -“Agreement for Agency Nursing in the School Setting” document. Nursing duties performed within scope of nurse licensure in the State of Minnesota

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Payment terms are on an hourly basis. The Licensed School Nurse hourly rate for Sunbelt Staffing is \$70-\$80/hour.

[The remainder of this page intentionally left blank.]

EXHIBIT C

This Agreement entered into this November 10, 2021 by and between Minneapolis Public School/Special School District #1 (hereinafter referred to as the "School District"), 1250 W. Broadway Ave. Minneapolis, MN 55411-2533, and Sunbelt Staffing ("Agency"), 3687 Tampa Rd., Ste 200 Oldsmar, FL 34677.

WHEREAS, the School District has determined that it is necessary to retain the services of a qualified agency to attain nursing services to be provided

WHEREAS, the Agency is duly qualified to perform professional nursing services including, but not limited to, catheterization, gastrostomy care and medication administration.

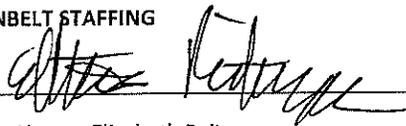
NOW, THEREFORE, the parties agree as follows:

1. The Agency shall provide the following services:
 - a. A qualified nurse to provide nursing care for students at the assigned school. The contracted nursing services will be provided consistent with licensed healthcare provider orders and plan of care.
 - b. Supervision of the nurses will be the responsibility of the Agency, including verification of licensure, background checks and evidence of insurance, including general liability, automobile liability and professional error/omissions. Copies of these documents will be provided to the School District prior to the beginning of the Agreement.
 - c. The Agency will not send student nurses to this assignment.
 - d. Agency nurses will document all care provided.
3. The service will begin on November 10, 2021 and shall not extend beyond June 30, 2022.
4. The School District shall make payments for the services rendered to the Agency on a weekly basis based on actual claims submitted for days worked on-site per the current Health Support duty year calendar. The rate of pay shall be **\$70-\$80** per hour for Licensed School Nurse (LSN) and **\$55-\$65** per hour for Licensed Practical Nurse (LPN) coverage. All payments will be provided to the Agency within 30 days of service.
5. The School District shall monitor the services of the Agency as follows:
 - a. The Special Education department (attn: Jessica Moryn) for the School District shall receive copies of all invoices for payment.
 - b. The Health Service Coordinator (attn: Amber Spaniol, RN, PHN Licensed School Nurse) shall receive copies of required items in Section 2.e above.
6. The Agency will abide by all School District policies regarding nondiscrimination, harassment, data privacy and other School District policies and state statutes, including Minn. Stat. sec. 16C.05, subd. 5.
7. The School District shall not request the Agency nurse to provide medical services of any type to any other staff or visitors.
8. Either party may terminate this Agreement with a four-week written notice.

SCHOOL DISTRICT NAME

SUNBELT STAFFING

By _____

By  _____

Print Name: Dr. Aimee Fearing

Print Name: Elizabeth Reitmeyer

Senior Academic Officer

Sunbelt Staffing Division Director

Minneapolis Public Schools

Federal Tax ID #



1250 West Broadway Ave. Minneapolis, MN 55411-2533

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Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400001206

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

November 9, 2021

RESOLUTION REGARDING THE HENNEPIN YOUTH SPORTS PROGRAM GRANT FOR ANDERSEN UNITED MIDDLE SCHOOL

WHEREAS, the Hennepin County Board of Commissioners, via the Hennepin Youth Sports Program, provides for capital funds to assist local government units of Hennepin County for the development of sports or recreational facilities, and

WHEREAS, Special School District No. 1 (hereinafter LGU) desires to enhance the gym at Andersen United Middle School (hereinafter PROJECT).

NOW, THEREFORE BE IT RESOLVED BY the Board of Education of Special School District No. 1 (LGU)

- I. The estimate of the total cost of developing PROJECT shall be \$325,000. The LGU is requesting \$300,000 from the Hennepin Youth Sports Program and will assume responsibility for providing matching funds of \$25,000.
- II. LGU is the owner of the property where the PROJECT is located. The LGU will own the property where PROJECT is located for at least the functional life of the facility, which is estimated to be 20 years. The PROJECT may not be converted to a non-public or non-recreational uses within this time period without the approval of Hennepin County.
- III. LGU agrees to assume one hundred (100) percent of operational and maintenance costs for PROJECT, and will operate PROJECT for its intended purpose as stated in the PROJECT application for the functional life of the facility.
- IV. LGU agrees to enter into necessary and required agreements with Hennepin County for the specific purpose of developing PROJECT and managing its long-term operation.
- V. That the Board Chair and/or Superintendent of LGU is authorized and directed to execute the application for the Hennepin Youth Sports Program grant.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the Minneapolis Board of Education at a duly authorized meeting thereof held on the 9th day of November, 2021, as shown by the minutes of said meeting in my possession.

Kim Ellison
Board of Education Chairperson

Date

Josh Pauly
Board of Education Clerk

Date

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

November 9, 2021

RESOLUTION REGARDING APPROVAL OF THE 2021-2022 COLLECTIVE BARGAINING AGREEMENT BETWEEN SPECIAL SCHOOL DISTRICT NO.1, AND INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, LODGE 77.

WHEREAS, Special School District No. 1 (District) and International Association of Machinists and Aerospace Workers, Lodge 77 (Union) were parties to a collective bargaining agreement for the period of July 1, 2018, through June 30, 2021, and

WHEREAS, the collective bargaining agreement between the District and Union expired on June 30, 2018; and

WHEREAS, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2022; and

WHEREAS, the Union membership voted affirmatively to ratify the successor agreement.

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Board of Directors of Special School District No. 1 hereby approve the collective bargaining agreement between Special School District No. 1, and International Association of Machinists and Aerospace Workers, Lodge 77, effective July 1, 2021, through June 30, 2022

Signed by:

Kim Ellison
Board of Education Chairperson

Date

Josh Pauly
Board of Education Clerk

Date

PUBLIC BOARD SUMMARY

SPECIAL SCHOOL DISTRICT NO.1

and

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, LODGE 77

2021-2022

Board meeting – November 9, 2021

Term: Two (2) years, July 1, 2021, through June 30, 2022

Pay: 1.0% increase to the salary schedule effective July 1, 2021
2.0% increase effective July 1, 2021 through December 31, 2021 for the current and only incumbent effective July 1, 2021

Article 9, Holidays

- Juneteenth has been added as a twelfth paid holiday

Article 13.6.4, Tax Deferred Savings Plans (Deferred Compensation)

- The District match payment for members contributing to a deferred compensation plan will increase from \$350.00 to \$550.00

Fiscal Impact:

The increased cost to the District over the one year period is \$1,453, representing a 1.1% increase.

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

November 9, 2021

RESOLUTION REGARDING APPROVAL OF THE 2021-2023 COLLECTIVE BARGAINING AGREEMENT BETWEEN SPECIAL SCHOOL DISTRICT NO.1, AND ASSOCIATION OF MINNEAPOLIS SCHOOL DISTRICT PROFESSIONAL EMPLOYEES.

WHEREAS, Special School District No. 1 (District) and Association of Minneapolis School District Professional Employees (Union) were parties to a collective bargaining agreement for the period of July 1, 2019, through June 30, 2021, and

WHEREAS, the collective bargaining agreement between the District and Union expired on June 30, 2021; and

WHEREAS, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2023; and

WHEREAS, the Union membership voted affirmatively to ratify the successor agreement.

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Board of Directors of Special School District No. 1 hereby approve the collective bargaining agreement between Special School District No. 1, and Association of Minneapolis School District Professional Employees, effective July 1, 2021 through June 30, 2023

Signed by:

Kim Ellison
Board of Education Chairperson

Date

Josh Pauly
Board of Education Clerk

Date

PUBLIC BOARD SUMMARY

SPECIAL SCHOOL DISTRICT NO.1
and
ASSOCIATION OF MINNEAPOLIS SCHOOL DISTRICT PROFESSIONAL EMPLOYEES
2021-2023

Board meeting – November 9, 2021

Term: Two (2) years, July 1, 2021, through June 30, 2023

Pay: **Year one:**

- Automatic salary progression on the step schedule effective July 1, 2021 for all eligible employees.

Year two:

- Effective July 1, 2022, a 2.0% increase to the current wage schedule for all eligible members in the schedule.
- No automatic salary progression on the step schedule effective July 1, 2022 through June 30, 2023.

Recruitment Incentive MOA:

\$500 lump sum payment for members who recruit employees for positions the District designates as hard to fill. The incentive will be paid pursuant to MPS payroll schedule upon completion of the recruited employee's probationary period.

Pay Period Options: Effective July 1, 2022, any employee working less than fifty-two weeks will have the option to be paid over twenty-six (26) pay periods (year-round). School year employees default to the 21-pay option; employees electing the 26-pay option must affirmatively elect this option based on rules and procedures established by the District's payroll department. The District shall notify the Union of rules and policies prior to the start of each school year.

8.1 Vacation

- **8.1.2 Vacation Accrual Rate.** Effective July 1, 2022, an additional accrual rate will be added at the 4th year of employment:
 - a. ~~0-6~~ 0-3 years employment with the District earns 20 days per year
 - b. ~~4-6 years~~ employment with the District earns 22 days per year
- **8.1.5 Cash-out** – Eligibility for all employees with six (6) years of service to cash out vacation:
Effective July 1, 2022, Employees hired into the district prior to July 1, 2014 with six (6) years of service with MPS shall have an option to cash out up to three (3) days of vacation annually, those hired after July 1, 2014 who do not have six (6) years of service with MPS will not be able to cash out any vacation days.

PUBLIC BOARD SUMMARY

10.1 Holidays. Juneteenth has been added as a twelfth paid holiday

12.1 Layoff/Reduction in Force (MOA).

For the duration of the contract, the District agrees to continue with modified protections for employees impacted by excessing and layoffs during the budget tie-out process:

- a. Vacant positions will be posted for application and consideration of internal and affected employees first
 - i. Employees will be responsible for watching for respective postings during this time and applying within the prescribed deadline
- b. Employees will have forty-eight (48) hours to apply for up to five (5) positions they are interested in and meet the minimum qualifications for
- c. Employees who apply by the prescribed deadline and meet the minimum qualifications, will be guaranteed an interview
- d. Positions left unfilled positions through this internal process will follow the current contractual language as outlined in section (insert)

15.4 Increase in Employee Work Year. The following definition has been added:

For employees who are less than 52 weeks, extended time shall be defined as work performed within the employee's permanent job classification beyond their regular duty year. Extended time is voluntary, and employees shall be compensated for extended time at the hourly rate of their permanent assignment.

Fiscal Impact:

The two-year total package cost of the tentative agreement is \$1,173,000, which represents a 4.2% increase in annual costs spread over two years.

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

November 9, 2021

RESOLUTION REGARDING APPROVAL OF THE 2021-2023 COLLECTIVE BARGAINING AGREEMENT BETWEEN SPECIAL SCHOOL DISTRICT NO.1, AND MINNEAPOLIS ASSOCIATION OF ADMINISTRATORS AND SUPERVISORS.

WHEREAS, Special School District No. 1 (District) and Minneapolis Association of Administrators and Supervisors (Union) were parties to a collective bargaining agreement for the period of July 1, 2019, through June 30, 2021, and

WHEREAS, the collective bargaining agreement between the District and Union expired on June 30, 2021; and

WHEREAS, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2023; and

WHEREAS, the Union membership voted affirmatively to ratify the successor agreement.

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Board of Directors of Special School District No. 1 hereby approve the collective bargaining agreement between Special School District No. 1, and Minneapolis Association of Administrators and Supervisors, effective July 1, 2021 through June 30, 2023.

Signed by:

Kim Ellison
Board of Education Chairperson

Date

Josh Pauly
Board of Education Clerk

Date

PUBLIC BOARD SUMMARY

SPECIAL SCHOOL DISTRICT NO.1

and

MINNEAPOLIS ASSOCIATION OF ADMINISTRATORS AND SUPERVISORS

2021-2023

Board meeting – November 9, 2021

Term: Two (2) years, July 1, 2021, through June 30, 2023

Pay: Year one:

- Automatic salary progression on the step schedule effective July 1, 2021 for all eligible employees.

Year two:

- Effective July 1, 2022, a 2.0% increase to the current wage schedule for all eligible members in the schedule.
- No automatic salary progression on the step schedule effective July 1, 2022 through June 30, 2023.

Recruitment Incentive MOA:

\$500 lump sum payment for members who recruit employees for positions the District designates as hard to fill. The incentive will be paid pursuant to MPS payroll schedule upon completion of the recruited employee's probationary period.

Pay Period Options: Effective July 1, 2022, any employee working less than fifty-two weeks will have the option to be paid over twenty-six (26) pay periods (year-round). School year employees default to the 21-pay option; employees electing the 26-pay option must affirmatively elect this option based on rules and procedures established by the District's payroll department. The District shall notify the Union of rules and policies prior to the start of each school year.

8.1 Vacation

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 - a. ~~0-6~~ 0-3 years employment with the District earns 20 days per year
 - b. ~~4-6 years~~ employment with the District earns 22 days per year
- **8.1.5 Cash-out** – Eligibility for all employees with six (6) years of service to cash out vacation:

Effective July 1, 2022, Employees hired into the district prior to July 1, 2014 with six (6) years of service with MPS shall have an option to cash out up to three (3) days of vacation annually, those hired after July 1, 2014 who do not have six (6) years of service with MPS will not be able to cash out any vacation days.

PUBLIC BOARD SUMMARY

10.1 Holidays. Juneteenth has been added as a twelfth paid holiday

12.1 Layoff/Reduction in Force (MOA).

For the duration of the contract, the District agrees to continue with modified protections for employees impacted by excessing and layoffs during the budget tie-out process:

- a. Vacant positions will be posted for application and consideration of internal and affected employees first
 - i. Employees will be responsible for watching for respective postings during this time and applying within the prescribed deadline
- b. Employees will have forty-eight (48) hours to apply for up to five (5) positions they are interested in and meet the minimum qualifications for
- c. Employees who apply by the prescribed deadline and meet the minimum qualifications, will be guaranteed an interview
- d. Positions left unfilled positions through this internal process will follow the current contractual language as outlined in section (insert)

15.4 Increase in Employee Work Year. The following definition has been added:

For employees who are less than 52 weeks, extended time shall be defined as work performed within the employee's permanent job classification beyond their regular duty year. Extended time is voluntary, and employees shall be compensated for extended time at the hourly rate of their permanent assignment.

Fiscal Impact:

The two-year total package cost of the tentative agreement is \$750,000, which represents a 3.9% increase in annual costs spread over two years.

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

November 9, 2021

RESOLUTION REGARDING APPROVAL OF THE 2021-2023 COLLECTIVE BARGAINING AGREEMENT BETWEEN SPECIAL SCHOOL DISTRICT NO.1, AND MINNEAPOLIS ASSOCIATION OF CONFIDENTIAL ADMINISTRATORS.

WHEREAS, Special School District No. 1 (District) and Minneapolis Association of Confidential Administrators (Union) were parties to a collective bargaining agreement for the period of July 1, 2019, through June 30, 2021, and

WHEREAS, the collective bargaining agreement between the District and Union expired on June 30, 2021; and

WHEREAS, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2023; and

WHEREAS, the Union membership voted affirmatively to ratify the successor agreement.

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Board of Directors of Special School District No. 1 hereby approve the collective bargaining agreement between Special School District No. 1, and Minneapolis Association of Confidential Administrators, effective July 1, 2021 through June 30, 2023

Signed by:

Kim Ellison
Board of Education Chairperson

Date

Josh Pauly
Board of Education Clerk

Date

PUBLIC BOARD SUMMARY

SPECIAL SCHOOL DISTRICT NO.1

and

MINNEAPOLIS ASSOCIATION OF CONFIDENTIAL ADMINISTRATORS

2021-2023

Board meeting – November 9, 2021

Term: Two (2) years, July 1, 2021, through June 30, 2023

Pay: Year one:

- Automatic salary progression on the step schedule effective July 1, 2021 for all eligible employees.

Year two:

- Effective July 1, 2022, a 2.0% increase to the current wage schedule for all eligible members in the schedule.
- No automatic salary progression on the step schedule effective July 1, 2022 through June 30, 2023.

Recruitment Incentive MOA:

\$500 lump sum payment for members who recruit employees for positions the District designates as hard to fill. The incentive will be paid pursuant to MPS payroll schedule upon completion of the recruited employee's probationary period.

Pay Period Options: Effective July 1, 2022, any employee working less than fifty-two weeks will have the option to be paid over twenty-six (26) pay periods (year-round). School year employees default to the 21-pay option; employees electing the 26-pay option must affirmatively elect this option based on rules and procedures established by the District's payroll department. The District shall notify the Union of rules and policies prior to the start of each school year.

8.1 Vacation

- **8.1.2 Vacation Accrual Rate.** Effective July 1, 2022, an additional accrual rate will be added at the 4th year of employment:
 - a. ~~0-6~~ 0-3 years employment with the District earns 20 days per year
 - b. ~~4-6 years~~ employment with the District earns 22 days per year
- **8.1.5 Cash-out** – Eligibility for all employees with six (6) years of service to cash out vacation:

Effective July 1, 2022, Employees hired into the district prior to July 1, 2014 with six (6) years of service with MPS shall have an option to cash out up to three (3) days of vacation annually, those hired after July 1, 2014 who do not have six (6) years of service with MPS will not be able to cash out any vacation days.

PUBLIC BOARD SUMMARY

10.1 Holidays. Juneteenth has been added as a twelfth paid holiday

12.1 Layoff/Reduction in Force (MOA).

For the duration of the contract, the District agrees to continue with modified protections for employees impacted by excessing and layoffs during the budget tie-out process:

- a. Vacant positions will be posted for application and consideration of internal and affected employees first
 - i. Employees will be responsible for watching for respective postings during this time and applying within the prescribed deadline
- b. Employees will have forty-eight (48) hours to apply for up to five (5) positions they are interested in and meet the minimum qualifications for
- c. Employees who apply by the prescribed deadline and meet the minimum qualifications, will be guaranteed an interview
- d. Positions left unfilled positions through this internal process will follow the current contractual language as outlined in section (insert)

15.4 Increase in Employee Work Year. The following definition has been added:

For employees who are less than 52 weeks, extended time shall be defined as work performed within the employee's permanent job classification beyond their regular duty year. Extended time is voluntary, and employees shall be compensated for extended time at the hourly rate of their permanent assignment.

Fiscal Impact:

The two-year total package cost of the tentative agreement is \$724,000, which represents a 4.2% increase in annual costs spread over two years.

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

November 9, 2021

Resolution Regarding Approval of the 2020-2022 Collective Bargaining Agreement Between Special School District No.1, and Service Employee International Union, Local 284

WHEREAS, Special School District No. 1 (District) and Service Employee International Union, Local 284 (Union) were parties to a collective bargaining agreement for the period of July 1, 2017, through June 30, 2020, and

WHEREAS, the collective bargaining agreement between the District and Union expired on June 30, 2020; and

WHEREAS, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2022; and

WHEREAS, the Union membership voted affirmatively to ratify the successor agreement.

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Board of Directors of Special School District No. 1 hereby approve the collective bargaining agreement between Special School District No. 1, and Service Employee International Union, Local 284, effective July 1, 2020, through June 30, 2022.

Signed by:

Kim Ellison
Board of Education Chairperson

Date

Josh Pauly
Board of Education Clerk

Date

PUBLIC INFORMATION

SUMMARY OF TENTATIVE AGREEMENT

SPECIAL SCHOOL DISTRICT NO.1

and

SEIU, LOCAL 284 - CUSTODIAL

2020-2022

Board Meeting – November 9, 2021

Term: Two (2) years, July 1, 2020, through June 30, 2022

Pay: **Salary Schedule:**

- No changes to salary schedules
- Effective July 1, 2020, a lump sum of \$625.00 will be paid to each member of the bargaining unit
- Effective July 1, 2021, all members of the bargaining unit will receive a step increase, excluding those in J2 or red circle.
- Effective July 1, 2021, members of the bargaining unit in grade J2 of the salary schedule will receive a lump sum of \$625.00.

Article 8, Leaves: Leaves for critical illness or death in the family will be limited to fifteen (15) days in a single contract period.

Article 9, Holidays:

- Juneteenth has been added as a twelfth paid holiday
- Religious holidays. A provision to this section has been added to specify that an employee may choose to take up to one (1) religious observance day deducted from their sick leave. Additional religious observance days shall be taken without pay except where the employee has sufficient accumulated vacation leave.

Article 12.5.a, Detail Pay: A provision has been added that requires that an employee be properly licensed for any position to which they are temporarily assigned.

Article 14.4.1, Vehicle: Reimbursement for vehicle damage has been increased from \$250.00 to \$500.00.

Article 16, Insurance Benefit: Effective July 1, 2023, the District match payment for members contributing to a deferred compensation plan will increase from \$425.00 to \$525.00

Costs:

The two-year total package cost of this agreement is \$422,000, representing a 1.8% increase spread over the two years.

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

November 9, 2021

Authorizing a Regular COVID-19 Testing Requirement for Participation in High School Athletics

- WHEREAS** Athletics provides important physical and mental health benefits for students; and
- WHEREAS** the Minnesota Health Department recognizes organized sports as an activity with increased risk of spreading COVID-19; and
- WHEREAS** the spread of COVID-19 in athletic settings results in increased absences in classrooms and has a negative impact on academics; and
- WHEREAS** the spread of COVID-19 has cancelled and impaired athletic opportunity for Minneapolis Public School students for over 18 months; and
- WHEREAS** Minneapolis Public Schools desires to maintain playing opportunities for our student athletes while maintaining health guidelines advised by local health officials; and
- WHEREAS** medical professionals and public health officials advise regular testing and vaccination as the best strategies in slowing community spread and infections, and CDC guidelines advise shorter quarantine periods for vaccinated individuals who come in close contact with infected individuals; and
- WHEREAS** vaccines are available for students ages 12-18 which coincides with students eligible to participate in high school athletics; and
- WHEREAS** unlike academic and classroom access, athletic participation is a privilege, not a right; and
- WHEREAS** Minneapolis Public Schools currently includes medical clearance as part of our high school athletic registration process.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Special School District No. 1, hereby directs and grants necessary authorization to the Superintendent to implement the following procedure effective November 15, 2021 through March 4, 2022:

1. Requirement that all student athletes take a COVID-19 test weekly in order to participate in MPS athletics, as defined by those sports coordinated by the MPS District Athletics Department

SPECIAL SCHOOL DISTRICT NO. 1

Board of Education

2. An exemption option to the weekly testing requirement for those who are fully vaccinated against COVID-19

FINALLY, BE IT RESOLVED that failure to comply will result in immediate suspension from participation.

Signed by:

Kim Ellison
Board of Education Chair

Date

Josh Pauly
Board of Education Clerk

Date

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

November 9, 2021

**Resolution Regarding the Proposed Amendment to the Education
Clause of the Minnesota Constitution**

WHEREAS a legislative proposal submitting a ballot question to Minnesota voters to amend to the Minnesota Constitution has been introduced; and

WHEREAS Minneapolis Public Schools (Special School District No. 1) believes that every student, regardless of their background, zip-code, and personal needs, receives a high-quality and well-rounded education that prepares them for future success; and

WHEREAS decades of underfunding the public education system demonstrates the need for stronger constitutional language that guarantees sufficient funding for public schools; and

WHEREAS establishing a new standard without a corresponding and indisputable assurance of necessary resources to deliver on that promise would be unfair to Minnesota students and families.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Special School District No. 1, regarding the proposed constitution amendment hereby:

1. does not support the proposed amendment in its current form as written; and
2. does support the inclusion of the term, “fundamental right to a quality education” in a proposed constitutional amendment; and
3. believes that if a quality public education is to be measured against standards, that these standards must encompass a diverse set of well-rounded and developmentally appropriate domains, aligned to the full range of skills necessary for participation in the economy, our democracy, and society, which cannot be determined solely by a standardized achievement test; and
4. believes the phrase “general and uniform system of public schools” must remain in the constitution to ensure that a quality public education is accessible and

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

available to every student in the state; and

5. believes the proposed amendment's statement on paramount duty must include clear and indisputable corresponding language that full, equitable, and sufficient funding must be provided by taxation or otherwise, in order to fulfill this fundamental right; and
6. believes it is not necessary, and potentially confusing, to include the sentence, "The duty of the state established in this section does not infringe on the right of a parent to choose for their child a private, religious, or home school as an alternative to public education."

FINALLY, BE IT RESOLVED that these positions shall be included in the district's 2022 state legislative agenda and be brought by the Board's delegates to the Minnesota School Boards Association (MSBA) for possible inclusion in MSBA's legislative agenda.

Signed by:

Kim Ellison
Board of Education Chair

Date

Josh Pauly
Board of Education Clerk

Date

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 affirmative vote of six or more members of the Board of Education of the District at a lawful meeting duly called and held on November 9, 2021, 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 November, 2021.

School District Clerk

RESOLUTION RELATING TO NOT TO EXCEED \$43,420,000
GENERAL OBLIGATION SCHOOL BUILDING BONDS,
SERIES 2021B; ESTABLISHING A PRICING COMMITTEE TO
AWARD THE SALE THEREOF; PRESCRIBING THE FORM
AND DETAILS THEREOF; AND AUTHORIZING THE
ISSUANCE THEREOF

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 and Sale

1.01. Pursuant to Minnesota Statutes, Chapter 475, and Section 128D.11, the District, by a two-thirds majority vote of all the members of the Board and without any election by the voters of the District, is authorized to issue and sell in calendar year 2021, general obligation bonds of the District in an amount not to exceed \$65,552,047, including \$15,000,000 as a carry forward from calendar year 2020.

1.02. This Board hereby finds, determines and declares that it is in the best interest of the District to proceed forthwith to authorize the issuance of its General Obligation School Building Bonds, Series 2021B, in the initial aggregate principal amount not to exceed \$43,420,000 (the “Bonds”), to finance the rehabilitating, remodeling, expanding, and equipping of existing school buildings, the acquisition of sites, construction, and equipping of new school buildings and the acquisition and betterment of District facilities (the “Project”), and to pay costs of issuing the Bonds; provided, however, that the proceeds of the Bonds shall not be used to finance any portion of the Project for which a favorable review and comment has not been received from the Minnesota Department of Education, if such a favorable review and comment is required by the provisions of Minnesota Statutes, Section 123B.71. At least 20 days but not more than 60 days before solicitation of bids for portions of the Project that have received review and comment, the Board shall cause the publication of a summary of the review and comment in the legal newspaper of the District and all actions required to accomplish the same are hereby authorized.

1.03. PFM Financial Advisors LLC, municipal advisor to the District, is hereby authorized to solicit, on behalf of the District, competitive proposals for the purchase of the Bonds. The Senior Financial Officer and the Superintendent of the District (together, the “Pricing Committee”), in consultation with and upon the advice of representatives of PFM Financial Advisors LLC, are hereby authorized to award the sale of the Bonds to the purchaser offering the most favorable of all proposals received by the District (the “Purchaser”), provided that the Pricing Committee may not award a sale of Bonds to the Purchaser in an aggregate principal amount in excess of \$43,420,000, provided further that the Pricing Committee may not award a sale of Bonds to the Purchaser if the true interest cost of the Bonds to the District exceeds 2.75% per annum, and provided further that no Bonds may be awarded until after the District has received a positive review and comment from the Minnesota Department of Education for any portions of the Project subject to such requirement. Any member of the Pricing Committee, or any designee thereof, is hereby authorized to execute a contract, bid or proposal to award the sale of the Bonds to the Purchaser provided the foregoing parameters are satisfied. The final requests for proposals included in the Preliminary Official Statement (as defined herein and as hereafter supplemented),

the executed proposal of the Purchaser and the results of sale and final pricing information prepared by PFM Financial Advisors LLC (collectively, the “Pricing Results”) showing the revised proposal of the Purchaser subsequent to bid opening, are incorporated by reference herein in their entirety as if fully set forth herein, and the par amount of the Bonds, the purchase price therefor (including premium and/or discount and Purchaser compensation), the maturities and interest rates for the Bonds and the true interest rate of the Bonds shall be as provided therein.

1.04. After taking into account the issuance of the Bonds, Dorsey & Whitney LLP, bond counsel to the District, is hereby authorized to calculate the amount of bonding authority carried forward by the District from 2021 to 2022 pursuant to Minnesota Statutes, Section 128D.11, subdivision 3.

1.05. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done prior to the issuance of the Bonds having been done, existing and having happened, or otherwise arranged to be done, it is now necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to issue the Bonds forthwith.

Section 2. Form of Bonds

2.01. The Bonds shall be prepared substantially in the form of Exhibit A.

Section 3. Bond Terms, Execution and Delivery

3.01. Maturities, Interest Rates, Denominations. The District shall forthwith issue and deliver the Bonds, which shall be denominated “General Obligation School Building Bonds, Series 2021B.” The Bonds shall be in the denomination of \$5,000 each or any integral multiple thereof, shall mature on February 1 (or such other date set forth in the Pricing Results) in the years and amounts set forth in the Pricing Results, and Bonds maturing in such years and amounts shall bear interest, on the basis of a 360-day year composed of twelve 30-day months, from the date of issue until paid or duly called for redemption at the rates per annum in such years and in such amounts as provided in the Pricing Results.

3.02. Dates; Interest Payment Dates. The Bonds shall be issuable only in fully registered form, and the ownership of the Bonds shall be transferred only upon the bond register of the District hereinafter described. The interest on the Bonds shall be payable on February 1 and August 1 in each year (or such other date set forth in the Pricing Results), commencing August 1, 2022 (or such other date set forth in the Pricing Results), to the owner of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. The interest on, and upon presentation and surrender thereof, the principal of each Bond, shall be payable by check or draft issued by the Registrar (as defined herein). Each Bond shall be originally dated as of the dated date set forth in the Pricing Results, and upon authentication of any Bond, the Registrar described herein shall indicate therein the date of such authentication.

3.03. Registration. The District shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the District and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment.

(c) Exchange of Bonds. Whenever any Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner’s order shall be valid and effectual to satisfy and discharge the liability of the District upon such Bond to the extent of the sum or sums paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon

cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the District and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the District. If the mutilated, lost, stolen or destroyed Bond has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Bonds. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the District, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

3.04. Appointment of Initial Registrar. The District hereby appoints U.S. Bank National Association as the initial Registrar. The Chair and the School District Clerk are authorized to execute and deliver, if necessary or appropriate, on behalf of the District, a contract with U.S. Bank National Association, as Registrar. A bank or trust company authorized by law to conduct such business, may be authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The District reserves the right to remove any Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar and shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Board, the School District Clerk shall transmit to the Registrar, from the Debt Service Fund described in Section 4.02, moneys sufficient for the payment of all principal and interest then due.

3.05. Redemption. Bonds maturing in the years 2032 and thereafter (or such other dates set forth in the Pricing Results) shall each be subject to redemption and prepayment, at the option of the District, in inverse order of maturities and, within any maturity, in \$5,000 principal amounts selected by the Registrar by lot, on February 1, 2031 (or such other date set forth in the Pricing Results), or any date thereafter at a price equal to the principal amount thereof to be redeemed plus interest accrued to the date of redemption.

At least thirty (30) days prior to the date set for redemption of any Bond, the School District Clerk shall cause notice of the call for redemption to be published in a daily or weekly periodical published in a Minnesota city of the first class or its metropolitan area, which circulates throughout the state and furnishes financial news as a part of its service (provided that published notice of the call need not be given if the Bonds are in registered form and notice has been mailed to the registered holder of the Bonds), and to be mailed to the Registrar and to the registered owner of

each Bond to be redeemed, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

3.06. Preparation and Delivery. The Bonds shall be prepared under the direction of the School District Clerk and shall be executed on behalf of the District by the signatures of the Chair and the School District Clerk, and may be sealed with the official seal of the District; provided that said signatures and the official seal may be printed, engraved, or lithographed facsimiles thereof. In case any officer whose signature, or a facsimile of whose signature, shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so delivered and authenticated, they shall be delivered by the School District Clerk to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

3.07. Securities Depository.

(a) For purposes of this section, the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the District agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the District may treat DTC (or its nominee) as the sole and exclusive owner

of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the District shall be affected by any notice to the contrary. Neither the Registrar nor the District shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the District to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the District determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bond certificates, the District may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bond certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chair of the Board of Education and School District Clerk, is hereby authorized, and execution of the Representation Letter by the Chair of the Board of Education and School District Clerk shall be conclusive evidence of such approval.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or another securities depository as holder of all the Bonds, the provisions of this resolution shall also apply to all matters relating

thereto, including, without limitation, the printing of such Bond certificates and the method of payment of principal of and interest on such Bond certificates.

3.08. Closing Certificates. The Chair and School District Clerk, or the Senior Financial Officer, or any of their authorized designees, are hereby further authorized and directed to execute such closing certificates and other instruments and documents as may be necessary to complete the issuance and delivery of the Bonds and maintain the tax-exempt status of the Bonds. The authority granted hereby is effective with respect to any District officer holding office as of the date hereof and any successor. No execution of any document, certificate or instrument by an officer holding office as of the date hereof shall be considered invalidated or unauthorized by replacement of such officer before the date of execution.

Section 4. Use of Proceeds; Sinking Fund and Tax Levies

4.01. Proceeds of the Bonds shall be held in a separate fund or account in the official financial records of the District (the "Project Fund") and the District shall continue to maintain the Project Fund until payment of all costs and expenses incurred in connection with the projects financed by the Bonds have been paid. To the Project Fund there shall be credited all the proceeds of the Bonds and from the Project Fund there shall be paid all costs and expenses of the projects financed by the Bonds, including costs of issuing the Bonds. Amounts allocable to issuance expenses not disbursed after 60 days shall be transferred to the Debt Service Fund (as defined herein). After payment of all costs and expenses of the projects financed by the Bonds, the Project Fund shall be discontinued and any Bond proceeds remaining therein shall be credited to the Debt Service Fund or used for other projects in accordance with Minnesota law.

4.02. So long as any of the Bonds are outstanding and any principal or interest thereon remains unpaid, the District shall maintain as a separate account on its books and records the sinking fund heretofore established (the "Debt Service Fund"). The Debt Service Fund shall be used for no purpose other than the payment of principal of and interest on the Bonds and the payment of principal of and interest on such other general obligation bonds of the District as this Board by resolution has heretofore designated or hereafter shall designate as being payable from the Debt Service Fund. The Board irrevocably appropriates to the Debt Service Fund (a) any taxes levied in accordance with this resolution, (b) any taxes levied and to be levied for the payment of other obligations made payable from the Debt Service Fund, (c) accrued interest on the Bonds from their date to the date of delivery, and (d) all such other moneys as shall be received and appropriated to the Debt Service Fund from time to time. If any payment of principal of or interest on the Bonds or other obligations payable therefrom shall become due when there is not sufficient money in the Debt Service Fund to make such payment, the District shall pay the same from any other available fund of the District, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Bonds or other obligations payable therefrom. The Debt Service Fund will be used primarily to achieve a proper matching of revenues and debt service within each Bond Year (as defined in the Tax Certificate) and will be fully depleted at least once a year, except for a reasonable carryover amount expected not to exceed the greater of (a) the earnings on the Debt Service Fund in the immediately preceding Bond Year or (b) one-twelfth of the annual debt service on the Bonds in the immediately preceding Bond Year.

4.03. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith, credit and taxing power of the District shall be and are hereby irrevocably pledged. To provide moneys for the payment thereof, there is hereby levied upon all of the taxable property in the District a direct, annual, ad valorem tax which shall be spread upon the tax rolls collectible in the years and amounts set forth in the schedule to be attached hereto (the "Levy Schedule") upon pricing and sale of the Bonds, as a part of other general taxes of the District.

The foregoing taxes shall be irrevocable as long as any of the Bonds are outstanding and unpaid; provided, that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61.

It is estimated that the ad valorem taxes will be collected in amounts not less than five percent (5%) in excess of the annual principal and interest requirements of the Bonds. If on October 1 in any year the sum of the balance in the Debt Service Fund plus any ad valorem taxes theretofore levied for the payment of bonds payable therefrom and collectible through the end of the following calendar year is not sufficient to pay when due all principal and interest to become due on all bonds payable therefrom in said following calendar year, or the Debt Service Fund has incurred a deficiency in the manner provided in Section 4.02, an additional direct, irrevocable, ad valorem tax shall be levied on all taxable property within the corporate limits of the District for the purpose of restoring such accumulated or anticipated deficiency in accordance with the provisions of this resolution.

Section 5. Defeasance

5.01. When all Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The District may also at any time discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full provided that notice of redemption thereof has been duly given as provided in Section 3.05 or arrangements for the giving of such notice have been made. The District may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to pay all principal, redemption premium, if any, and interest to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

Section 6. Certifications of Proceedings and Tax Matters

6.01. The School District Clerk is hereby authorized and directed to file with the County Auditor of Hennepin County, Minnesota (the “County Auditor”) a certified copy of this resolution, as supplemented with the incorporated Pricing Results and Levy Schedule, together with such other information as the County Auditor shall require, and to obtain from the County Auditor a certificate that the Bonds have been entered upon the bond register as required by law.

6.02. The officers of the District are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, bond counsel to the District, certified copies of all proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the District as to the facts recited herein.

6.03. The District covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action that would cause the interest of the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the “Code”), and any Treasury Regulations promulgated thereunder (the “Regulations”), and that it will take or cause its officers, employees or agents to take any and all actions legally within its or their power necessary to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. So long as the Bonds are outstanding, the District will not enter into any lease, use agreement or other contract or agreement respecting the projects financed with proceeds of the Bonds which would cause the Bonds to be considered a “private activity bond” or “private loan bond” pursuant to the provisions of Section 141 of the Code.

6.04. The Chair and the School District Clerk, being the officers of the District charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver a Tax Certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating, among other things, the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and the Regulations. The District covenants and agrees with the holders from time to time of the Bonds that it will abide by the terms of the Tax Certificate, except to the extent compliance therewith is deemed by Dorsey & Whitney LLP, bond counsel to the District, to be unnecessary to maintain the tax-exempt status of the Bonds.

6.05. The District acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The District covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the exceptions set forth in the Code and the Regulations.

6.06. The District certifies that the proceeds of the Bonds will not be used by the District to reimburse itself for any expenditure which the District paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the District has made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations; provided, however, that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

6.07. The Preliminary Official Statement dated November 2, 2021 (the “Preliminary Official Statement”), prepared and distributed by PFM Financial Advisors LLC on behalf of the District, is hereby ratified and approved. PFM Financial Advisors LLC is hereby authorized on behalf of the District to prepare and distribute, with the approval of any member of the Pricing Committee, any supplements to the Preliminary Official Statement necessary in connection with the offering and sale of the Bonds, including but not limited to any supplement amending the requests for proposals contained therein. PFM Financial Advisors LLC is hereby further authorized on behalf of the District to prepare and distribute to the Purchaser within seven business days from the date of sale of the Bonds, a final supplement to the Preliminary Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds 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 (the “Final Official Statement”). The officers of the District are authorized in connection with the delivery of the Bonds 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, which Final Official Statement is also hereby approved with such changes and additions as the Senior Financial Officer of the District, or his designees, may authorize.

Section 7. State Payment; District and Bond Registrar Obligations

7.01. The District hereby covenants and obligates itself to notify the Commissioner of Education of the State of Minnesota as soon as possible, but not less than 15 working days before the date that principal or interest payment is due, of any potential default in the payment of the principal of or interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 (the “State Payment Law”), to guarantee (to the extent provided therein) payment of the principal of and interest on the Bonds when due. The District further covenants to deposit with the Registrar not less than three business days prior to each interest and principal payment date for the Bonds an amount sufficient to make that payment or to notify the Commissioner of Education as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Registrar shall be required to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal of and interest on the Bonds at maturity or, if on the date two business days prior to maturity, there are insufficient funds on deposit with the Registrar to pay the Bonds in full at maturity. The Registrar shall be required to cooperate with the District, the Commissioner of Education and the Commissioner of Management and Budget in implementing the provisions of the State Payment Law. In the event that amounts sufficient to make any such interest or principal payment are held by an escrow or paying agent

and invested as authorized by Minnesota Statutes, Chapter 475 and such escrow or paying agent is required to use proceeds from such investment to pay to the Registrar the amount necessary to pay such interest or principal on such payment date, then the requirements of the State Payment Law relating to the deposit of such amounts with the Registrar prior to the payment date of such interest or principal shall be deemed satisfied and neither the District nor the Registrar shall be required to notify the commissioner of Education that insufficient funds are available to pay such interest or principal on such payment date. The District shall do all other things which may be necessary to perform the obligations hereby undertaken under the State Payment Law, including any requirements hereafter adopted by the Commissioner of Education or the Commissioner of Management and Budget. The Chair, the School District Clerk, the Senior Financial Officer, or any authorized designee thereof, is hereby authorized to execute any applicable forms of the State of Minnesota.

Section 8. Continuing Disclosure

8.01. 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, Section 8.03.

“*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 Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

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

“*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.

“*Holder*” means the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“*Listed Events*” means the events listed in Section 8.04.

“*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 Bonds required to comply with the Rule in connection with offering of the Bonds.

“*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.

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

8.03. 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, 2021), 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 Section 8.04, 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 promptly after 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 Bonds 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.

8.04. 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 Bonds, all pursuant to the provisions of this section:
- (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.
- (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) above 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 section any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds.

8.05. 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 Bonds 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.

8.06. 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.

8.07. 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 Bonds, 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 Bonds, 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 Section 8.04, 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.

8.08. 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.

8.09. 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 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.

Section 9. Expiration of Authority. If the Pricing Committee has not approved the sale of the Bonds to the Purchaser and executed the related bid form by December 31, 2021, this resolution and all approvals hereunder shall expire.

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EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS)
GENERAL OBLIGATION SCHOOL BUILDING BOND, SERIES 2021B

R-____ \$ _____

<u>Interest Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	December __, 2021	603790 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

Special School District No. 1 (Minneapolis), Minnesota (the “District”), a duly organized school district with boundaries coterminous with the City of Minneapolis, whose post office address is Minneapolis, Minnesota, acknowledges itself to be indebted, and for value received hereby, promises to pay to the registered owner specified above, or registered assigns, upon presentation and surrender at the principal corporate trust office of the Bond Registrar hereinafter identified, the principal amount specified above, on the maturity date specified above, with interest thereon from the date of original issue hereof or from the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate specified above, all subject to the provisions hereinafter stated with respect to the redemption of the principal of this Bond before maturity. Interest is payable on February 1 and August 1 of each year, commencing on August 1, 2022, by check or draft mailed by the Bond Registrar to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Both principal and interest are payable in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for payment of public and private debts. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith, credit, and taxing power of the District have been and are hereby irrevocably pledged. U.S. Bank National Association, in St. Paul, Minnesota, has been designated by the Resolution described herein as Bond Registrar, Transfer Agent and Paying Agent (the “Bond Registrar”), and a successor Bond Registrar, if any, may be designated in accordance with said Resolution.

This Bond is one of an issue in the aggregate principal amount of \$ _____ (the “Bonds”), all of like tenor except as to serial number, maturity date, interest rate and redemption privilege and all issued by the District for the acquisition and betterment of school facilities, and is issued pursuant to authority conferred by the required vote of the members of the Board of Education of the District and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475 and Section 128D.11, and pursuant to and in full conformity with resolutions of the Board of Education of the District, including a resolution adopted November 9, 2021 (the “Resolution”). This Bond is payable primarily from the Debt Service Fund (the “Debt Service Fund”) of the District, but the Board is required by law to pay maturing principal hereof and interest thereon out of any funds in the treasury if moneys on hand in the Debt Service Fund are insufficient therefor. The Bonds of this issue are issuable only as fully registered bonds, in denominations of \$5,000 or any integral multiple thereof, of single maturities.

Bonds having stated maturity dates in the years 2032 and thereafter are each subject to redemption and prepayment in inverse order of maturities and by lot, assigned in proportion to their principal amount, within a maturity, at the option of the District, on any date on or after February 1, 2031, at a price equal to the principal amount thereof to be redeemed plus interest accrued to the date of redemption.

At least thirty days prior to the date set for the redemption and prepayment of any Bond, notice of the call for redemption will be published in a daily or weekly periodical, published in a Minnesota city of the first class or its metropolitan area, which circulates throughout the state and furnishes financial news as a part of its service (provided that published notice of the call need not be given if the Bonds are in registered form and notice has been mailed to the registered holder of the Bonds), and will be mailed or furnished to the Bond Registrar and mailed to the registered owner of each Bond to be redeemed at the address appearing in the Bond Register, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by his/her/its attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his/her/its attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the District will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner thereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

It is hereby certified, recited, covenanted and agreed that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to happen, to exist and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District according to its terms have been done, have happened, do exist, and have been performed in regular and due form, time and manner as so required; that, prior to the issuance hereof, a direct, annual, ad valorem tax has been duly levied upon all taxable property in the District for the years and in amounts not less than five percent (5%) in excess of sums sufficient to pay the interest hereon and the principal hereof as the same respectively become due; that additional taxes, if needed to meet the principal and interest requirements of the Bonds, shall be levied upon all of such property without limitation as to rate or amount; and that the issuance of the Bonds does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Special School District No. 1 (Minneapolis), Minnesota, by its Board of Education has caused this Bond to be executed by the facsimile signatures of the Chair of the Board of Education and the School District Clerk and has caused this Bond to be dated as of the date of original issue set forth above.

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS), MINNESOTA

(Facsimile Signature)
Chair of the Board of Education

(Facsimile Signature)
School District Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: _____

U.S. BANK NATIONAL ASSOCIATION,
as Bond Registrar

By _____
Authorized Signature

The following abbreviations, when used in the inscription of the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM --as tenants in common	UTMA as Custodian for
	(Cust) (Minor)
TEN ENT --as tenants by the entireties	under Uniform Transfers to Minors Act
	(State)
JT TEN --as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used, though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

SIGNATURE GUARANTEE:

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

ATTACHMENTS

Bid Form

Results of Sale

Final Pricing

Levy Schedule

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 November 9, 2021, 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 November, 2021.

School District Clerk

RESOLUTION RELATING TO NOT TO EXCEED \$40,200,000
GENERAL OBLIGATION LONG-TERM FACILITIES
MAINTENANCE BONDS, SERIES 2021C; ESTABLISHING A
PRICING COMMITTEE TO AWARD THE SALE THEREOF;
PRESCRIBING THE FORM AND DETAILS THEREOF; AND
AUTHORIZING THE ISSUANCE THEREOF

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 and Sale

1.01. Pursuant to Minnesota Statutes, Section 123B.595, the District, with the approval of the Commissioner of Education of the State of Minnesota and after proper notice, is authorized to issue and sell general obligation bonds of the District to finance facilities plans approved under Minnesota Statutes, Section 123B.595. The Board has heretofore approved the District’s ten-year facilities plan (the “Plan”) and on October 29, 2021, the District received written approval from the Commissioner of Education of its ten-year facilities plan (the “Plan”) and a bond issue therefor. The levy of ad valorem taxes for the payment of the principal of and interest on bonds issued in 2021 to finance such Plan was approved as part of the Minnesota Department of Education (“MDE”) Levy Limitation and Certification 2021-2022. The Board hereby ratifies and approves all action heretofore taken and hereby authorizes any additional actions required to be taken by District staff with respect to the Plan and publication of the notice required by Minnesota Statutes, Section 123B.595, Subd. 5(b).

1.02. This Board hereby finds, determines and declares that it is in the best interest of the District to proceed forthwith to authorize the issuance of its General Obligation Long-Term Facilities Maintenance Bonds, Series 2021C, in the initial aggregate principal amount not to exceed \$40,200,000 (the “Bonds”), to finance the projects included in the Plan (the “Project”), and to pay costs of issuing the Bonds; provided, however, that the proceeds of the Bonds shall not be used to finance any portion of the Project for which a favorable review and comment has not been received from the Minnesota Department of Education, if such a favorable review and comment is required by the provisions of Minnesota Statutes, Section 123B.71.

1.03. PFM Financial Advisors LLC, municipal advisor to the District, is hereby authorized to solicit, on behalf of the District, competitive proposals for the purchase of the Bonds. The Senior Financial Officer and the Superintendent of the District (together, the “Pricing Committee”), in consultation with and upon the advice of representatives of PFM Financial Advisors LLC, are hereby authorized to award the sale of the Bonds to the purchaser offering the most favorable of all proposals received by the District (the “Purchaser”), provided that the Pricing Committee may not award a sale of Bonds to the Purchaser in an aggregate principal amount in excess of \$40,200,000, and provided further that the Pricing Committee may not award a sale of Bonds to the Purchaser if the true interest cost of the Bonds to the District exceeds 2.75% per annum. Any member of the Pricing Committee, or any designee thereof, is hereby authorized to execute a contract, bid or proposal to award the sale of the Bonds to the Purchaser provided the foregoing parameters are satisfied. The final requests for proposals included in the Preliminary Official Statement (as defined herein and as hereafter supplemented), the executed proposal of the

Purchaser and the results of sale and final pricing information prepared by PFM Financial Advisors LLC (collectively, the “Pricing Results”) showing the revised proposal of the Purchaser subsequent to bid opening, are incorporated by reference herein in their entirety as if fully set forth herein, and the par amount of the Bonds, the purchase price therefor (including premium and/or discount and Purchaser compensation), the maturities and interest rates for the Bonds and the true interest rate of the Bonds shall be as provided therein.

1.04. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done prior to the issuance of the Bonds having been done, existing and having happened, or otherwise arranged to be done, it is now necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to issue the Bonds forthwith.

Section 2. Form of Bonds

2.01. The Bonds shall be prepared substantially in the form of Exhibit A.

Section 3. Bond Terms, Execution and Delivery

3.01. Maturities, Interest Rates, Denominations. The District shall forthwith issue and deliver the Bonds, which shall be denominated “General Obligation Long-Term Facilities Maintenance Bonds, Series 2021C.” The Bonds shall be in the denomination of \$5,000 each or any integral multiple thereof, shall mature on February 1 (or such other date set forth in the Pricing Results) in the years and amounts set forth in the Pricing Results, and Bonds maturing in such years and amounts shall bear interest, on the basis of a 360-day year composed of twelve 30-day months, from the date of issue until paid or duly called for redemption at the rates per annum in such years and in such amounts as provided in the Pricing Results.

3.02. Dates; Interest Payment Dates. The Bonds shall be issuable only in fully registered form, and the ownership of the Bonds shall be transferred only upon the bond register of the District hereinafter described. The interest on the Bonds shall be payable on February 1 and August 1 in each year (or such other dates set forth in the Pricing Results), commencing August 1, 2022 (or such other date set forth in the Pricing Results), to the owner of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. The interest on, and upon presentation and surrender thereof, the principal of each Bond, shall be payable by check or draft issued by the Registrar (as defined herein). Each Bond shall be originally dated as of the dated date set forth in the Pricing Results, and upon authentication of any Bond, the Registrar described herein shall indicate therein the date of such authentication.

3.03. Registration. The District shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the District and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment.

(c) Exchange of Bonds. Whenever any Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the District upon such Bond to the extent of the sum or sums paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the District and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to

the District. If the mutilated, lost, stolen or destroyed Bond has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Bonds. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the District, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

3.04. Appointment of Initial Registrar. The District hereby appoints U.S. Bank National Association, as the initial Registrar. The Chair and the School District Clerk are authorized to execute and deliver, if necessary or appropriate, on behalf of the District, a contract with U.S. Bank National Association, as Registrar. A bank or trust company authorized by law to conduct such business, may be authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The District reserves the right to remove any Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar and shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Board, the School District Clerk shall transmit to the Registrar, from the Debt Service Fund described in Section 4.02, moneys sufficient for the payment of all principal and interest then due.

3.05. Redemption. Bonds maturing in the years 2032 and thereafter (or such other dates set forth in the Pricing Results) shall each be subject to redemption and prepayment, at the option of the District, in inverse order of maturities and, within any maturity, in \$5,000 principal amounts selected by the Registrar by lot, on February 1, 2031 (or such other date set forth in the Pricing Results), or any date thereafter at a price equal to the principal amount thereof to be redeemed plus interest accrued to the date of redemption.

At least thirty (30) days prior to the date set for redemption of any Bond, the School District Clerk shall cause notice of the call for redemption to be published in a daily or weekly periodical published in a Minnesota city of the first class or its metropolitan area, which circulates throughout the state and furnishes financial news as a part of its service (provided that published notice of the call need not be given if the Bonds are in registered form and notice has been mailed to the registered holder of the Bonds), and to be mailed to the Registrar and to the registered owner of each Bond to be redeemed, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

3.06. Preparation and Delivery. The Bonds shall be prepared under the direction of the School District Clerk and shall be executed on behalf of the District by the signatures of the Chair and the School District Clerk, and may be sealed with the official seal of the District; provided that

said signatures and the official seal may be printed, engraved, or lithographed facsimiles thereof. In case any officer whose signature, or a facsimile of whose signature, shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so delivered and authenticated, they shall be delivered by the School District Clerk to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

3.07. Securities Depository.

(a) For purposes of this section, the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the District agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the District shall be affected by any notice to the contrary. Neither the Registrar nor the District shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on

the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the District to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the District determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bond certificates, the District may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bond certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chair of the Board of Education and School District Clerk, is hereby authorized, and execution of the Representation Letter by the Chair of the Board of Education and School District Clerk shall be conclusive evidence of such approval.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or another securities depository as holder of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bond certificates and the method of payment of principal of and interest on such Bond certificates.

3.08. Closing Certificates. The Chair and School District Clerk, or the Senior Financial Officer, or any of their authorized designees, are hereby further authorized and directed to execute such closing certificates and other instruments and documents as may be necessary to complete the issuance and delivery of the Bonds and maintain the tax-exempt status of the Bonds. The authority granted hereby is effective with respect to any District officer holding office as of the date hereof and any successor. No execution of any document, certificate or instrument by an officer holding office as of the date hereof shall be considered invalidated or unauthorized by replacement of such officer before the date of execution.

Section 4. Sinking Fund and Tax Levies

4.01. Proceeds of the Bonds shall be held in a separate fund or account in the official financial records of the District (the "Project Fund") and the District shall continue to maintain the Project Fund until payment of all costs and expenses incurred in connection with the projects financed by the Bonds have been paid. To the Project Fund there shall be credited all the proceeds of the Bonds and from the Project Fund there shall be paid all costs and expenses of the projects financed by the Bonds, including costs of issuing the Bonds. Amounts allocable to issuance expenses not disbursed after 60 days shall be transferred to the Debt Service Fund (as defined herein). After payment of all costs and expenses of the projects financed by the Bonds, the Project Fund shall be discontinued and any Bond proceeds remaining therein shall be credited to the Debt Service Fund or used for other projects in accordance with Minnesota law.

4.02. Pursuant to Minnesota Statutes, Section 123B.595, subdivision 5(c), the portion of long-term facilities maintenance revenue for bonded debt must be recognized in the debt service fund of the District (the "Debt Service Fund"). The Debt Service Fund shall be used for no purpose other than the payment of principal of and interest on the Bonds and the payment of principal of and interest on such other general obligation bonds of the District as this Board by resolution has heretofore designated or hereafter shall designate as being payable from the Debt Service Fund. The Board irrevocably appropriates to the Debt Service Fund (a) any taxes levied in accordance with this resolution, (b) any taxes levied and to be levied for the payment of other obligations made payable from the Debt Service Fund, (c) accrued interest on the Bonds from their date to the date of delivery, (d) any long-term facilities maintenance equalized aid receivable under Minnesota Statutes, Section 123B.595, subdivision 9, and (e) all such other moneys as shall be received and appropriated to the Debt Service Fund from time to time. If any payment of principal of or interest on the Bonds or other obligations payable therefrom shall become due when there is not sufficient money in the Debt Service Fund to make such payment, the District shall pay the same from any other available fund of the District, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Bonds or other obligations payable therefrom. Pursuant to Minnesota Statutes, Section 123B.595, subdivision 12, the portion, if any, of long-term facility maintenance revenue not recognized in the Debt Service Fund shall be maintained with the general fund of the District in a reserve account pledged to the payment of Plan costs not financed by the Bonds. The Debt Service Fund will be used primarily to achieve a proper matching of revenues and debt service within each Bond Year (as defined in the Tax Certificate) and will be fully depleted at least once a year, except for a reasonable carryover amount expected not to exceed the greater of (a) the earnings on the Debt Service Fund in the immediately preceding Bond Year or (b) one-twelfth of the annual debt service on the Bonds in the immediately preceding Bond Year.

4.03. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith, credit and taxing power of the District shall be and are hereby irrevocably pledged. To provide moneys for the payment thereof, there is hereby levied upon all of the taxable property in the District a direct, annual, ad valorem tax which shall be spread upon the tax rolls collectible in the years and amounts set forth in the schedule to be attached hereto (the "Levy Schedule") upon pricing and sale of the Bonds, as part of other general taxes of the District.

The foregoing taxes shall be irrevocable as long as any of the Bonds are outstanding and unpaid; provided, that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61.

It is estimated that the ad valorem taxes will be collected in amounts not less than five percent (5%) in excess of the annual principal and interest requirements of the Bonds. If on October 1 in any year the sum of the balance in the Debt Service Fund plus any ad valorem taxes theretofore levied for the payment of bonds payable therefrom and collectible through the end of the following calendar year is not sufficient to pay when due all principal and interest to become due on all bonds payable therefrom in said following calendar year, or the Debt Service Fund has incurred a deficiency in the manner provided in Section 4.02, an additional direct, irrevocable, ad valorem tax shall be levied on all taxable property within the corporate limits of the District for the purpose of restoring such accumulated or anticipated deficiency in accordance with the provisions of this resolution. Pursuant to Minnesota Statutes, Section 123B.595, subdivision 6, if the debt service revenue required to pay the principal and interest on the Bonds exceeds the District's long-term facilities maintenance revenue for the same fiscal year, the District's general fund levy must be reduced by the amount of the excess.

Section 5. Defeasance

5.01. When all Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The District may also at any time discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full provided that notice of redemption thereof has been duly given as provided in Section 3.05 or arrangements for the giving of such notice have been made. The District may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to pay all principal, redemption premium, if any, and interest to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

Section 6. Certifications of Proceedings and Tax Matters

6.01. The School District Clerk is hereby authorized and directed to file with the County Auditor of Hennepin County, Minnesota (the "County Auditor") a certified copy of this resolution, as supplemented with the incorporated Pricing Results and Levy Schedule, together with such other information as the County Auditor shall require, and to obtain from the County Auditor a certificate that the Bonds have been entered upon the bond register as required by law.

6.02. The officers of the District are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, bond counsel to the District, certified copies of all proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the District as to the facts recited herein.

6.03. The District covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action that would cause the interest of the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the "Code"), and any Treasury Regulations promulgated thereunder (the "Regulations"), and that it will take or cause its officers, employees or agents to take any and all actions legally within its or their power necessary to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. The District covenants and agrees with the holders from time to time of the Bonds that it will abide by the terms of the Tax Certificate, except to the extent compliance therewith is deemed by bond counsel to the District to be unnecessary to maintain the tax-exempt status of the Bonds. So long as the Bonds are outstanding, the District will not enter into any lease, use agreement or other contract or agreement respecting the projects financed with proceeds of the Bonds which would cause the Bonds to be considered a "private activity bond" or "private loan bond" pursuant to the provisions of Section 141 of the Code.

6.04. The Chair and the School District Clerk, being the officers of the District charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver a Tax Certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating, among other things, the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and the Regulations. The District covenants and agrees with the holders from time to time of the Bonds that it will abide by the terms of the Tax Certificate, except to the extent compliance therewith is deemed by Dorsey & Whitney LLP, bond counsel to the District, to be unnecessary to maintain the tax-exempt status of the Bonds.

6.05. The District acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The District covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the exceptions set forth in the Code and the Regulations.

6.06. The District certifies that the proceeds of the Bonds will not be used by the District to reimburse itself for any expenditure which the District paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the District has made a declaration of official intent which complies with the provisions of Section 1.150-2 of the

Regulations; provided, however, that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

6.07. The Preliminary Official Statement dated as of November 2, 2021 (the “Preliminary Official Statement”), prepared and distributed by PFM Financial Advisors LLC on behalf of the District, is hereby ratified and approved. PFM Financial Advisors LLC is hereby authorized on behalf of the District to prepare and distribute, with the approval of any member of the Pricing Committee, any supplements to the Preliminary Official Statement necessary in connection with the offering and sale of the Bonds, including but not limited to any supplement amending the requests for proposals contained therein. PFM Financial Advisors LLC is hereby further authorized on behalf of the District to prepare and distribute to the Purchaser within seven business days from the date of sale of the Bonds, a final supplement to the Preliminary Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds 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 (the “Final Official Statement”). The officers of the District are authorized in connection with the delivery of the Bonds 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, which final Official Statement is also hereby approved, with such changes and additions as the Senior Financial Officer of the District, or his designees, may authorize.

Section 7. State Payment; District and Bond Registrar Obligations

The District hereby covenants and obligates itself to notify the Commissioner of Education of the State of Minnesota as soon as possible, but not less than 15 working days before the date that principal or interest payment is due, of any potential default in the payment of the principal of or interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 (the “State Payment Law”), to guarantee (to the extent provided therein) payment of the principal of and interest on the Bonds when due. The District further covenants to deposit with the Registrar not less than three business days prior to each interest and principal payment date for the Bonds an amount sufficient to make that payment or to notify the Commissioner of Education as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Registrar shall be required to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal of and interest on the Bonds at maturity or, if on the date two business days prior to maturity, there are insufficient funds on deposit with the Registrar to pay the Bonds in full at maturity. The Registrar shall be required to cooperate with the District, the Commissioner of Education and the Commissioner of Management and Budget in implementing the provisions of the State Payment Law. In the event that amounts sufficient to make any such interest or principal payment are held by an escrow or paying agent and invested as authorized by Minnesota Statutes, Chapter 475 and such escrow or paying agent is required to use proceeds from such investment to pay to the Registrar the amount necessary to pay such interest or principal on such payment date, then the requirements of the State Payment Law relating to the deposit of such amounts with the Registrar prior to the payment date of such interest or

principal shall be deemed satisfied and neither the District nor the Registrar shall be required to notify the commissioner of Education that insufficient funds are available to pay such interest or principal on such payment date. The District shall do all other things which may be necessary to perform the obligations hereby undertaken under the State Payment Law, including any requirements hereafter adopted by the Commissioner of Education or the Commissioner of Management and Budget. The Chair, the School District Clerk, the Senior Financial Officer, or any authorized designee thereof, is hereby authorized to execute any applicable forms of the State of Minnesota.

Section 8. Continuing Disclosure

8.01. 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, Section 8.03.

“*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 Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

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

“*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.

“*Holder*” means the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“*Listed Events*” means the events listed in Section 8.04.

“*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 Bonds required to comply with the Rule in connection with offering of the Bonds.

“*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.

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

8.03. 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, 2021), 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 Section 8.04, 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 promptly after 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 Bonds 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.

8.04 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 Bonds, all pursuant to the provisions of this section:
 - (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.
- (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) above 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 section any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds.

8.05. 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 Bonds 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.

8.06. 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.

8.07. 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 Bonds, 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 Bonds, 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 Section 8.04, 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.

8.08. 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.

8.09. 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 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.

Section 9. Expiration of Authority. If the Pricing Committee has not approved the sale of the Bonds to the Purchaser and executed the related bid form by December 31, 2021, this resolution and all approvals hereunder shall expire.

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EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS)
GENERAL OBLIGATION LONG-TERM FACILITIES MAINTENANCE BOND, SERIES 2021C

R- _____ \$ _____

<u>Interest Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	December __, 2021	603790 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

Special School District No. 1 (Minneapolis), Minnesota (the “District”), a duly organized school district with boundaries coterminous with the City of Minneapolis, whose post office address is Minneapolis, Minnesota, acknowledges itself to be indebted, and for value received hereby, promises to pay to the registered owner specified above, or registered assigns, upon presentation and surrender at the principal corporate trust office of the Bond Registrar hereinafter identified, the principal amount specified above, on the maturity date specified above, with interest thereon from the date of original issue hereof or from the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate specified above, all subject to the provisions hereinafter stated with respect to the redemption of the principal of this Bond before maturity. Interest is payable on February 1 and August 1 of each year, commencing on August 1, 2022, by check or draft mailed by the Bond Registrar to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Both principal and interest are payable in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for payment of public and private debts. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith, credit, and taxing power of the District have been and are hereby irrevocably pledged. U.S. Bank National Association in St. Paul, Minnesota has been designated by the Resolution described herein as Bond Registrar, Transfer Agent and Paying Agent (the “Bond Registrar”), and a successor Bond Registrar, if any, may be designated in accordance with said Resolution.

This Bond is one of an issue in the aggregate principal amount of \$_____ (the “Bonds”), all of like tenor except as to serial number, maturity date, interest rate and redemption privilege and all issued by the District for the acquisition and betterment of school facilities, and is issued pursuant to authority conferred by the required vote of the members of the Board of Education of the District and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475 and Section 123B.595, and pursuant to and in full conformity with resolutions of the Board of Education of the District, including a resolution adopted November 9, 2021 (the “Resolution”). This Bond is payable primarily from the Debt Service Fund (the “Debt Service Fund”) of the District, but the Board is required by law to pay maturing principal hereof and interest thereon out of any funds in the treasury if moneys on hand in the Debt Service Fund are insufficient therefor. The Bonds of this issue are issuable only as fully registered bonds, in denominations of \$5,000 or any integral multiple thereof, of single maturities.

Bonds having stated maturity dates in the years 2032 and thereafter are each subject to redemption and prepayment in inverse order of maturities and by lot, assigned in proportion to their principal amount, within a maturity, at the option of the District, on any date on or after February 1, 2031, at a price equal to the principal amount thereof to be redeemed plus interest accrued to the date of redemption.

At least thirty days prior to the date set for the redemption and prepayment of any Bond, notice of the call for redemption will be published in a daily or weekly periodical, published in a Minnesota city of the first class or its metropolitan area, which circulates throughout the state and furnishes financial news as a part of its service (provided that published notice of the call need not be given if the Bonds are in registered form and notice has been mailed to the registered holder of the Bonds), and will be mailed or furnished to the Bond Registrar and mailed to the registered owner of each Bond to be redeemed at the address appearing in the Bond Register, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by his/her/its attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his/her/its attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the District will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner thereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

It is hereby certified, recited, covenanted and agreed that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to happen, to exist and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District according to its terms have been done, have happened, do exist, and have been performed in regular and due form, time and manner as so required; that, prior to the issuance hereof, a direct, annual, ad valorem tax has been duly levied upon all taxable property in the District for the years and in amounts not less than five percent (5%) in excess of sums sufficient to pay the interest hereon and the principal hereof as the same respectively become due; that additional taxes, if needed to meet the principal and interest requirements of the Bonds, shall be levied upon all of such property without limitation as to rate or amount; and that the issuance of the Bonds does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Special School District No. 1 (Minneapolis), Minnesota, by its Board of Education has caused this Bond to be executed by the facsimile signatures of the Chair of the Board of Education and the School District Clerk and has caused this Bond to be dated as of the date of original issue set forth above.

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS), MINNESOTA

(Facsimile Signature)
Chair of the Board of Education

(Facsimile Signature)
School District Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: _____

U.S. BANK NATIONAL ASSOCIATION,
as Bond Registrar

By _____
Authorized Signature

The following abbreviations, when used in the inscription of the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM --as tenants in common	UTMA as Custodian for
	(Cust) (Minor)
TEN ENT --as tenants by the entireties	under Uniform Transfers to Minors Act
	(State)
JT TEN --as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used, though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

SIGNATURE GUARANTEE:

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

ATTACHMENTS

Bid Form

Results of Sale

Final Pricing

Levy Schedule

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 November 9, 2021, 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 November, 2021.

School District Clerk

RESOLUTION RELATING TO NOT TO EXCEED \$36,000,000
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2021D; ESTABLISHING A PRICING COMMITTEE TO
AWARD THE SALE THEREOF; PRESCRIBING THE FORM
AND DETAILS THEREOF; AND AUTHORIZING THE
ISSUANCE THEREOF

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 and Sale

1.01. Pursuant to Minnesota Statutes, Chapter 475, the District is authorized to issue general obligation bonds to refund outstanding general obligation bonds of the District in order to reduce debt service costs to the District.

1.02. PFM Financial Advisors LLC, municipal advisor to the District (“PFM”), has advised this Board that the outstanding general obligation bonds of the District described in the table below (the “Series 2013A Bonds” and the “Series 2013B Bonds,” respectively, and collectively, the “Refunded Bonds”) are callable on the dates indicated in the table below (each a “Call Date”).

Refunded Bonds	Original Issue Date	Original Aggregate Principal Amount	Maturities to be Refunded (February 1)	Principal Amount Refunded	Call Date
General Obligation School Building Bonds, Series 2013A	12/04/2013	\$20,525,000	2023-2029	\$8,865,000	02/01/2022
General Obligation Alternative Facility Bonds, Series 2013B	12/04/2013	\$30,090,000	2023-2034	\$26,795,000	02/01/2022

1.03. This Board hereby finds, determines and declares that it is in the best interest of the District to proceed forthwith to authorize the issuance of its General Obligation Refunding Bonds, Series 2021D, in the initial aggregate principal amount of not to exceed \$36,000,000 (the “Bonds”), to accomplish the refunding of the Refunded Bonds on the Call Date and to pay costs of such refunding and costs of issuing the Bonds.

1.04. PFM Financial Advisors LLC, municipal advisor to the District, is hereby authorized to solicit, on behalf of the District, competitive proposals for the purchase of the Bonds. The Senior Financial Officer and the Superintendent of the District (together, the “Pricing Committee”), in consultation with and upon the advice of representatives of PFM Financial Advisors LLC, are hereby authorized to award the sale of the Bonds to the purchaser offering the most favorable of all proposals received by the District (the “Purchaser”), provided that the Pricing Committee may not award a sale of Bonds to the Purchaser in an aggregate principal amount in excess of \$36,000,000, provided further that the Pricing Committee may not award a sale of Bonds to the Purchaser if the true interest cost of the Bonds to the District exceeds 2.25% per annum, and provided further that no Bonds may be awarded unless the refunding achieves a net present value savings (expressed as a percentage of the Refunded Bonds) in excess of 8% of the Refunded Bonds on a combined basis. Any member of the Pricing Committee, or any designee thereof, is hereby authorized to execute a contract, bid or proposal to award the sale of the Bonds to the Purchaser provided the foregoing parameters are satisfied. The final requests for proposals included in the Preliminary Official Statement (as defined herein and as hereafter supplemented), the executed proposal of the Purchaser and the results of sale and final pricing information prepared by PFM Financial Advisors LLC (collectively, the “Pricing Results”) showing the revised proposal of the Purchaser subsequent to bid opening, are incorporated by reference herein in their entirety as if fully set forth herein, and the par amount of the Bonds, the purchase price therefor (including premium and/or discount and Purchaser compensation), the maturities and interest rates for the Bonds and the true interest rate of the Bonds shall be as provided therein.

1.05. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done prior to the issuance of the Bonds having been done, existing and having happened, or otherwise arranged to be done, it is now necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to issue the Bonds forthwith.

Section 2. Form of Bonds

2.01. The Bonds shall be prepared substantially in the form of Exhibit A.

Section 3. Bond Terms, Execution and Delivery.

3.01. Maturities, Interest Rates, Denominations. The District shall forthwith issue and deliver the Bonds, which shall be denominated “General Obligation Refunding Bonds, Series 2021D.” The Bonds shall be in the denomination of \$5,000 each or any integral multiple thereof, shall mature on February 1 (or such other date set forth in the Pricing Results) in the years and amounts set forth in the Pricing Results, and Bonds maturing in such years and amounts shall bear interest from the date of issue until paid or duly called for redemption at the rates per annum shown in such years and in such amounts as provided in the Pricing Results.

3.02. Dates; Interest Payment Dates. The Bonds shall be issuable only in fully registered form, and the ownership of the Bonds shall be transferred only upon the bond register of the District hereinafter described. The interest on the Bonds shall be payable on February 1 and August 1 (or such other dates set forth in the Pricing Results) in each year, commencing

August 1, 2022 (or such other date set forth in the Pricing Results), to the owner of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. The interest on, and upon presentation and surrender thereof, the principal of each Bond, shall be payable by check or draft issued by the Registrar (as defined herein). Each Bond shall be originally dated as of the dated date set forth in the Pricing Results, and upon authentication of any Bond, the Registrar described herein shall indicate therein the date of such authentication.

3.03. Registration. The District shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the District and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment.

(c) Exchange of Bonds. Whenever any Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon

the owner's order shall be valid and effectual to satisfy and discharge the liability of the District upon such Bond to the extent of the sum or sums paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the District and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the District. If the mutilated, lost, stolen or destroyed Bond has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Bonds. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the District, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

3.04. Appointment of Initial Registrar. The District hereby appoints U.S. Bank National Association, as the initial Registrar. The Chair and the School District Clerk are authorized to execute and deliver, if necessary or appropriate, on behalf of the District, a contract with U.S. Bank National Association, as Registrar. A bank or trust company authorized by law to conduct such business, may be authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The District reserves the right to remove any Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar and shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Board, the School District Clerk shall transmit to the Registrar, from the Debt Service Fund described in Section 4.02, moneys sufficient for the payment of all principal and interest then due.

3.05. Redemption. The Bonds are not subject to redemption or prepayment prior to their stated maturity dates.

3.06. Preparation and Delivery. The Bonds shall be prepared under the direction of the School District Clerk and shall be executed on behalf of the District by the signatures of the Chair and the School District Clerk, and may be sealed with the official seal of the District; provided that said signatures and the official seal may be printed, engraved or lithographed facsimiles thereof. In case any officer whose signature, or a facsimile of whose signature, shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so delivered and authenticated, they shall be delivered by the School District Clerk to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

3.07. Securities Depository

(a) For purposes of this section, the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the District agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be

redeemed, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the District shall be affected by any notice to the contrary. Neither the Registrar nor the District shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the District to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the District determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bond certificates, the District may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bond certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chair of the Board of Education and School District Clerk, is hereby authorized, and execution of the Representation Letter by the Chair of the Board of Education and School District Clerk shall be conclusive evidence of such approval.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or another securities depository as holder of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bond certificates and the method of payment of principal of and interest on such Bond certificates.

3.08. Closing Certificates. The Chair and School District Clerk, or the Senior Financial Officer, or any of their authorized designees, are hereby further authorized and directed to execute such closing certificates and other instruments and documents as may be necessary to complete the issuance and delivery of the Bonds and maintain the tax-exempt status of the Bonds. The authority granted hereby is effective with respect to any District officer holding office as of the date hereof and any successor. No execution of any document, certificate or instrument by an officer holding office as of the date hereof shall be considered invalidated or unauthorized by replacement of such officer before the date of execution.

Section 4. Sinking Fund and Tax Levies

4.01. Proceeds of the Bonds in an amount in an amount shown in the Pricing Results shall be delivered to the Registrar for the Refunded Bonds for the redemption of the Refunded Bonds on the Call Date and remaining amounts shall be used to pay costs of issuing the Bonds. Amounts allocable to issuance expenses not disbursed after 60 days shall be transferred to the Debt Service Fund (as defined herein).

4.02. So long as any of the Bonds are outstanding and any principal or interest thereon remains unpaid, the District shall maintain as a separate account on its books and records the sinking fund heretofore established (the "Debt Service Fund"). The Debt Service Fund shall be used for no purpose other than the payment of principal of and interest on the Bonds and the payment of principal of and interest on such other general obligation bonds of the District as this Board by resolution has heretofore designated or hereafter shall designate as being payable from the Debt Service Fund. The Board irrevocably appropriates to the Debt Service Fund (a) any taxes levied in accordance with this resolution, (b) any taxes levied and to be levied for the payment of other obligations made payable from the Debt Service Fund, (c) accrued interest on the Bonds from their date to the date of delivery (if any), and (d) all such other moneys as shall be received and appropriated to the Debt Service Fund from time to time. If any payment of principal of or interest on the Bonds or other obligations payable therefrom shall become due when there is not sufficient money in the Debt Service Fund to make such payment, the District shall pay the same from any other available fund of the District, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Bonds or other obligations payable therefrom.

4.03. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith, credit and taxing power of the District shall be and are hereby irrevocably pledged. To provide moneys for the payment thereof, there is hereby levied upon all of the taxable property in the District a direct, annual, ad valorem tax which shall be spread upon the tax rolls collectible in the years and amounts set forth in the schedule to be attached hereto (the "Levy Schedule") upon pricing and sale of the Bonds, as a part of other general taxes of the District.

The foregoing taxes shall be irrepealable as long as any of the Bonds are outstanding and unpaid; provided, that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61.

It is estimated that the ad valorem taxes will be collected in amounts not less than five percent (5%) in excess of the annual principal and interest requirements of the Bonds. If, as of the date tax levies are certified in any year, the sum of the balance in the Debt Service Fund plus any ad valorem taxes theretofore levied for the payment of bonds payable therefrom and collectible through the end of the following calendar year is not sufficient to pay when due all principal and interest to become due on all bonds payable therefrom in said following calendar year, or the Debt Service Fund has incurred a deficiency in the manner provided in Section 4.02, an additional direct, irrevocable, ad valorem tax shall be levied on all taxable property within the corporate limits of the District for the purpose of restoring such accumulated or anticipated deficiency in accordance with the provisions of this resolution.

Section 5. Defeasance. When all Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The District may also at any time discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full provided that notice of redemption thereof has been duly given as provided in Section 3.05 or arrangements for the giving of such notice have been made. The District may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to pay all principal, redemption premium, if any, and interest to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

Section 6. Certifications of Proceedings and Tax Matters.

6.01. The School District Clerk is hereby authorized and directed to file with the County Auditor of Hennepin County, Minnesota (the "County Auditor") a certified copy of this resolution, as supplemented with the incorporated Pricing Results and Levy Schedule, together with such other information as the County Auditor shall require, and to obtain from the County Auditor a certificate that the Bonds have been entered upon the bond register as required by law.

6.02. The officers of the District are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, bond counsel to the District, certified copies of all proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified

copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the District as to the facts recited herein.

6.03. The District covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action that would cause the interest of the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the “Code”), and any Treasury Regulations promulgated thereunder (the “Regulations”), and that it will take or cause its officers, employees or agents to take any and all actions legally within its or their power necessary to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. The District covenants and agrees with the holders from time to time of the Bonds that it will abide by the terms of the Tax Certificate, except to the extent compliance therewith is deemed by bond counsel to the District to be unnecessary to maintain the tax-exempt status of the Bonds. So long as the Bonds are outstanding, the District will not enter into any lease, use agreement or other contract or agreement respecting the projects financed with proceeds of the Bonds which would cause the Bonds to be considered a “private activity bond” or “private loan bond” pursuant to the provisions of Section 141 of the Code.

6.04. The Chair and the School District Clerk, being the officers of the District charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver a Tax Certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating, among other things, the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and the Regulations. The District covenants and agrees with the holders from time to time of the Bonds that it will abide by the terms of the Tax Certificate, except to the extent compliance therewith is deemed by Dorsey & Whitney LLP, bond counsel to the District, to be unnecessary to maintain the tax-exempt status of the Bonds.

6.05. The District acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The District covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the exceptions set forth in the Code and the Regulations.

6.06. The Preliminary Official Statement, dated as of November 2, 2021 (the “Preliminary Official Statement”), prepared and distributed by PFM Financial Advisors LLC on behalf of the District, is hereby ratified and approved. PFM Financial Advisors LLC is hereby authorized on behalf of the District to prepare and distribute, with the approval of any member of the Pricing Committee, any supplements to the Preliminary Official Statement necessary in connection with the offering and sale of the Bonds, including but not limited to any supplement amending the requests for proposals contained therein. PFM Financial Advisors LLC is hereby further authorized on behalf of the District to prepare and distribute to the Purchaser within seven

business days from the date of sale of the Bonds, a final supplement to the Preliminary Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds 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 (the “Final Official Statement”). The officers of the District are authorized in connection with the delivery of the Bonds 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, which final Official Statement is also hereby approved, with such changes and additions as the Senior Financial Officer of the District, or his designees, may authorize.

Section 7. State Payment; District and Bond Registrar Obligations.

7.01. The District hereby covenants and obligates itself to notify the Commissioner of Education of the State of Minnesota as soon as possible, but not less than 15 working days before the date that principal or interest payment is due, of any potential default in the payment of the principal of or interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 (the “State Payment Law”), to guarantee (to the extent provided therein) payment of the principal of and interest on the Bonds when due. The District further covenants to deposit with the Registrar not less than three business days prior to each interest and principal payment date for the Bonds an amount sufficient to make that payment or to notify the Commissioner of Education as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Registrar shall be required to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal of and interest on the Bonds at maturity or, if on the date two business days prior to maturity, there are insufficient funds on deposit with the Registrar to pay the Bonds in full at maturity. The Registrar shall be required to cooperate with the District, the Commissioner of Education and the Commissioner of Management and Budget in implementing the provisions of the State Payment Law. In the event that amounts sufficient to make any such interest or principal payment are held by an escrow or paying agent and invested as authorized by Minnesota Statutes, Chapter 475 and such escrow or paying agent is required to use proceeds from such investment to pay to the Registrar the amount necessary to pay such interest or principal on such payment date, then the requirements of the State Payment Law relating to the deposit of such amounts with the Registrar prior to the payment date of such interest or principal shall be deemed satisfied and neither the District nor the Registrar shall be required to notify the commissioner of Education that insufficient funds are available to pay such interest or principal on such payment date. The District shall do all other things which may be necessary to perform the obligations hereby undertaken under the State Payment Law, including any requirements hereafter adopted by the Commissioner of Education or the Commissioner of Management and Budget. The Chair, the School District Clerk, the Senior Financial Officer, or any authorized designee thereof, is hereby authorized to execute any applicable forms of the State of Minnesota.

Section 8. Continuing Disclosure

8.01. 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, Section 8.03.

“*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 Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

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

“*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.

“*Holder*” means the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“*Listed Events*” means the events listed in Section 8.04.

“*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 Bonds required to comply with the Rule in connection with offering of the Bonds.

“*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.

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

8.03. 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, 2021), 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 Section 8.04, 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 promptly after 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 Bonds 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.

8.04. 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 Bonds, all pursuant to the provisions of this section:
 - (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.
- (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) above 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 section any

earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds.

8.05. 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 Bonds 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.

8.06. 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.

8.07. 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 Bonds, 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 Bonds, 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 Section 8.04, 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.

8.08. 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.

8.09. 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 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.

Section 9. Expiration of Authority. If the Pricing Committee has not approved the sale of the Bonds to the Purchaser and executed the related bid form by December 31, 2021, this resolution and all approvals hereunder shall expire.

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EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS)
GENERAL OBLIGATION REFUNDING BOND, SERIES 2021D

R- \$

<u>Interest Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
%	February 1, 20__	December __, 2021	603790 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

Special School District No. 1 (Minneapolis), Minnesota (the “District”), a duly organized school district with boundaries coterminous with the City of Minneapolis, whose post office address is Minneapolis, Minnesota, acknowledges itself to be indebted, and for value received hereby, promises to pay to the registered owner specified above, or registered assigns, upon presentation and surrender at the principal corporate trust office of the Bond Registrar hereinafter identified, the principal amount specified above, on the maturity date specified above, with interest thereon from the date of original issue hereof or from the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate specified above, all subject to the provisions hereinafter stated with respect to the redemption of the principal of this Bond before maturity. Interest is payable on February 1 and August 1 of each year, commencing on August 1, 2022, by check or draft mailed by the Bond Registrar to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Both principal and interest are payable in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for payment of public and private debts. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith, credit, and taxing power of the District have been and are hereby irrevocably pledged. U.S. Bank National Association in St. Paul, Minnesota has been designated by the Resolution described herein as Bond Registrar, Transfer Agent and Paying Agent (the “Bond Registrar”), and a successor Bond Registrar, if any, may be designated in accordance with said Resolution.

This Bond is one of an issue in the aggregate principal amount of \$_____ (the “Bonds”), all of like tenor except as to serial number, maturity date, interest rate and redemption privilege and all issued by the District for the purpose of refunding the District’s outstanding General Obligation School Building Bonds, Series 2013A, and General Obligation Alternative Facility Bonds, Series 2013B, and is issued pursuant to authority conferred by the required vote of the members of the Board of Education of the District and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475, and pursuant to and in full conformity with resolutions of the Board of Education of the District, including a resolution adopted November 9, 2021 (the “Resolution”). This Bond is payable primarily from the Debt Service Fund (the “Debt Service Fund”) of the District, but the Board is required by law to pay maturing principal hereof and interest thereon out of any funds in the treasury if moneys on hand in the Debt Service Fund are insufficient therefor. The Bonds

of this issue are issuable only as fully registered bonds, in denominations of \$5,000 or any integral multiple thereof, of single maturities.

Bonds of this issue are not subject to redemption or prepayment prior to their stated maturity dates.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by his/her/its attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his/her/its attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the District will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner thereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

It is hereby certified, recited, covenanted and agreed that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to happen, to exist and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District according to its terms have been done, have happened, do exist, and have been performed in regular and due form, time and manner as so required; that, prior to the issuance hereof, a direct, annual, ad valorem tax has been duly levied upon all taxable property in the District for the years and in amounts not less than five percent (5%) in excess of sums sufficient to pay the interest hereon and the principal hereof as the same respectively become due; that additional taxes, if needed to meet the principal and interest requirements of the Bonds, shall be levied upon all of such property without limitation as to rate or amount; and that the issuance of the Bonds does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Special School District No. 1 (Minneapolis), Minnesota, by its Board of Education has caused this Bond to be executed by the facsimile signatures of the Chair of the Board of Education and the School District Clerk and has caused this Bond to be dated as of the date of original issue set forth above.

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS), MINNESOTA

(Facsimile Signature) _____	(Facsimile Signature) _____
Chair of the Board of Education	School District Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: _____

U.S. BANK NATIONAL ASSOCIATION,
as Bond Registrar

By _____
Authorized Signature

The following abbreviations, when used in the inscription of the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM --as tenants in common	UTMA as Custodian for
	(Cust) (Minor)
TEN ENT --as tenants by the entireties	under Uniform Transfers to Minors Act
	(State)
JT TEN --as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used, though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto the _____ within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

SIGNATURE GUARANTEE:

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

ATTACHMENTS

Bid Form

Results of Sale

Final Pricing

Levy Schedule