

Regular Business Meeting

Tuesday, September 12, 2023 5:30 PM

Board Assembly Room, 1250 West Broadway Avenue, Minneapolis, Minnesota 55411

1) **Call to Order and Roll Call**

2) **Adoption of the Agenda**

3) **Acceptance of Minutes**

3)a. August 8, 2023 Regular Business Meeting Minutes

4) **Public Comments**

5) **Recess**

6) **Reports and Recommendations from the Superintendent of Schools**

6)a. Superintendent's Update; 2022-2023 Minnesota Comprehensive Assessments (MCA) Data

7) **Action Items by the Board of Education**

7)a. Approval of the Consent Agenda

7)a.1. Personnel Items

7)a.1.a. Approval of List A personnel matters (2023-09-ER-A)

7)a.1.b. Approval of List B personnel matters (2023-09-ER-B)

7)a.2. Contracts

7)a.2.a. Contract with BIX Produce Company (2023-14089)

7)a.2.b. Contract with Change Inc. (2023-4400001904)

7)a.2.c. Amendment to contract 2023- SRM-4400001831 with English Learning Center

7)a.2.d. Amendment to contract 2023- SRM-4400001829 with Learning in Style

7)a.2.e. Contract with Minneapolis Youth Coordinating Board (2023-4400001909)

7)a.2.f. Amendment #2 to contract 4400001748 with Now Micro

7)a.2.g. Amendment to contract 2023- SRM-4400001830 with Riverside Plaza Tenants Association

7)a.2.h. Amendment to contract 2023-SRM-4400001818 with Summit Academy OIC

7)a.2.i. Amendment to contract 2023-SRM-4400001827 with Somali Success School

7)a.2.j. Contract with St Paul Beverage Solutions LLC (2023-14085)

7)a.2.k. Contract with Trane Co (2023-14215)

7)b. Property Tax Levy Pre-Certification (2023-0059)

8) **New Business**

9) **Reports from Board of Education Directors**

10) **Adjournment**

**OFFICIAL MINUTES
MINNEAPOLIS BOARD OF EDUCATION (SPECIAL SCHOOL DISTRICT NO. 1)**

**REGULAR BUSINESS MEETING
AUGUST 8, 2023**

CALL TO ORDER

In accordance with applicable requirements, notice was provided to each member of the Board of Education and to the public not less than three days prior to the meeting. Board members met in a regular meeting in the assembly room at the John B. Davis Educational Services Center (1250 West Broadway Ave. Minneapolis, MN) on August 8, 2023.

Chair Sharon El-Amin called the meeting to order at 5:32 p.m., a quorum being present.

ROLL CALL

Present: Directors Abdul Abdi, Sharon El-Amin, Fathia Feerayarre, Adriana Cerrillo, Lori Norvell, Ira Jourdain, Collin Beachy, Kim Ellison, Joyner Emerick (9); Ex Officio members Interim Superintendent Rochelle Cox (1)

APPROVAL OF AGENDA

Beachy moved to approve the agenda.

Norvell moved to amend the agenda by removing the *Revision of Policy 5210* item from the agenda and referring it to the policy committee.

On a voice vote, the motion to amend the agenda was adopted with the following result:

Aye: Abdi, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (9)
Nay: (0)
Abstain: (0)
Absent: (0)

Emerick moved to amend the agenda by pulling the *Contract with The Regents of the University of Minnesota, Center for Applied Research and Educational Improvement (CAREI)* item from the consent agenda and placing it on the main agenda for individual consideration.

On a voice vote, the motion to amend the agenda was adopted with the following result:

Aye: Abdi, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (9)
Nay: (0)

Abstain: (0)
Absent: (0)

On a voice vote, the motion to approve the agenda, as twice amended, was adopted with the following result:

Aye: Abdi, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (9)
Nay: (0)
Abstain: (0)
Absent: (0)

ACCEPTANCE OF MINUTES

Norvell moved to approve the minutes from the June 6, 2023 and June 13, 2023 meetings.

On a voice vote, the motion was adopted with the following result:

Aye: Abdi, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (9)
Nay: (0)
Abstain: (0)
Absent: (0)

PUBLIC COMMENTS

Comments were heard from members of the public.

RECESS

A ten-minute recess was taken.

REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS

Interim Superintendent Rochelle Cox provided verbal updates on the following topics:

- Year 1 Strategic Plan Summary
- School Readiness
- Well-Being Update

No votes or action was taken on these informational items.

ACTION ITEMS BY THE BOARD OF EDUCATION

Approval of the Consent Agenda

Abdi moved to approve the consent agenda, which included the following items:

- Approval of List A personnel matters (2023-08-ER-A)
- Approval of List B personnel matters (2023-08-ER-B)
- Contract with BH365, LLC
- Amendment to contract COM0001489 with the City of Minneapolis Elections and Voter Services
- Authorization to contract with College Nannies and Tutors
- Authorization to contract with David Hoy and Associates
- Contract with Hand 2 Mind (2023)
- Authorization to contract with Learning Disabilities Associates
- Contract with Muska Electric Co (2023-14195)
- Contract with North Central Bus & Equipment (2023-14165)
- Amendment to contract (2024-4400001748) with Now Micro
- Authorization to contract with Ricoh Document Center
- Authorization to contract with Rimini Street
- Contract with Savvas Learning
- Authorization to contract with Text Help
- Contract Amendment with Whelan Co., dba GardaWorld Security Services
- Contract with Xello
- Resolution Appointing Responsible Authority Under MN Government Data Practices Act (2023-0048)
- Amending resolution 2023-0017 to extend the report due date of the committee to no later than October 24, 2023
- Authorizing a lease agreement with Minneapolis Nature Preschool (2023-0057)

On a voice vote, the motion to approve the consent agenda was adopted with the following result (applied to all consent agenda items):

Aye: Abdi, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (9)
 Nay: (0)
 Abstain: (0)
 Absent: (0)

Contract with The Regents of the University of Minnesota, Center for Applied Research and Educational Improvement (CAREI) (2023)

Cerrillo moved to approve Contract with The Regents of the University of Minnesota, Center for Applied Research and Educational Improvement (CAREI).

On a voice vote, the motion was adopted with the following result:

Aye: Abdi, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (9)
 Nay: (0)

Abstain: (0)
Absent: (0)

POLICY REVISIONS AND ADOPTIONS DUE TO LEGAL CHANGES

Revision of Policy 4200 (Personnel Data)

Norvell moved to approve the Revision of Policy 4200 (Personnel Data).

On a voice vote, the motion was adopted with the following result:

Aye: Abdi, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (9)
Nay: (0)
Abstain: (0)
Absent: (0)

Adoption of Policy 5610 (Corporal Punishment And Prone Restraint)

Norvell moved to approve the Adoption of Policy 5610 (Corporal Punishment And Prone Restraint).

On a voice vote, the motion was adopted with the following result:

Aye: Abdi, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (9)
Nay: (0)
Abstain: (0)
Absent: (0)

Revision of Policy 5690 (Student Data)

Norvell moved to approve the Revision of Policy 5690 (Student Data).

On a voice vote, the motion was adopted with the following result:

Aye: Abdi, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (9)
Nay: (0)
Abstain: (0)
Absent: (0)

Approving the Superintendent Leadership Profile

El-Amin moved to approve the superintendent leadership profile.

On a voice vote, the motion was adopted with the following result:

Aye: Abdi, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (9)
Nay: (0)

Abstain: (0)

Absent: (0)

REPORTS FROM BOARD OF EDUCATION DIRECTORS

The following directors and student representatives provided reports:

- Jourdain
- Ellison
- El-Amin
- Norvell
- Emerick
- Cerillo

ADJOURNMENT

Without objection, Chair El-Amin adjourned the meeting at 8:39 p.m.

Secretary Notations:

- Minutes submitted by Ryan Strack, Assistant to the Superintendent and Board
- Meeting materials:
<https://meetings.boardbook.org/Public/Agenda/1807?meeting=590567>
- Minutes approved: DATE APPROVED (*applied upon approval*)

Attachments: (*added upon approval of minutes*)

- Resolution 2023-0048, Appointing Responsible Authority Under MN Government Data Practices Act
- Resolution 2023-0044, Approving the Revision of Policy 4200 (Personnel Data)
- Resolution 2023-0051, Approving the Adoption of Policy 5610 (Corporal Punishment And Prone Restraint)
- Resolution 2023-0045, Approving the Revision of Policy 5690 (Student Data)
- Approved Superintendent Leadership Profile

Approvals:

Sharon El-Amin, Chair

Lori Norvell, Clerk



Superintendent's Report

Regular Business Meeting

September 12, 2023

Superintendent Update

Interim Superintendent Rochelle Cox

Minnesota Comprehensive Assessments 2022–2023

Executive Director Sarah Hunter

Summary of MPS Reading MCA Data

MPS district wide reading proficiency rate down one percent from **42** to **41**, third consecutive year of declining districtwide proficiency in reading as measured by the MCA

Likewise, the majority of grade levels are down from SY24, with the exception of grade 3 (held steady at **42%** proficiency year over year) and grade 4 (improved from **40%** to **42%**)

Summary of MPS Reading MCA Data

Students receiving **special education services** increased from **16%** to **19%** proficient

Students who are **not eligible for educational benefits** went from **65%** to **69%** proficient

English learners up from **4%** to **5%**

Within MPS, the proficiency rates of most **home language** student populations **held within 1-2 percentage points** in from SY22 to SY23,

Students whose **home language is Spanish** showed a decline from **14%** to **11%**

Down from pre-pandemic levels

Summary of MPS Math MCA Data

MPS district wide math proficiency rate up two percentage points from **33%** to **35%**, rebounding to the level seen in SY21 but well off pre-pandemic levels

Likewise, nearly every individual grade level **improved from SY22 to SY23**; fifth grade was the only one to show a year over year decline

MPS is performing below the statewide levels in math proficiency, but **MPS and the state are on similar trajectories**: declining rates during the pandemic with some signs of rebound over the last two school years

Summary of MPS Math MCA Data

Most demographic subgroups demonstrated **greater math proficiency** in SY23 compared to the prior year

Summary of MPS Math MCA Data

Students receiving **special education services** increased from **11%** to **15%** proficient

Students **eligible** for educational benefits went from **11%** to **15%** proficient

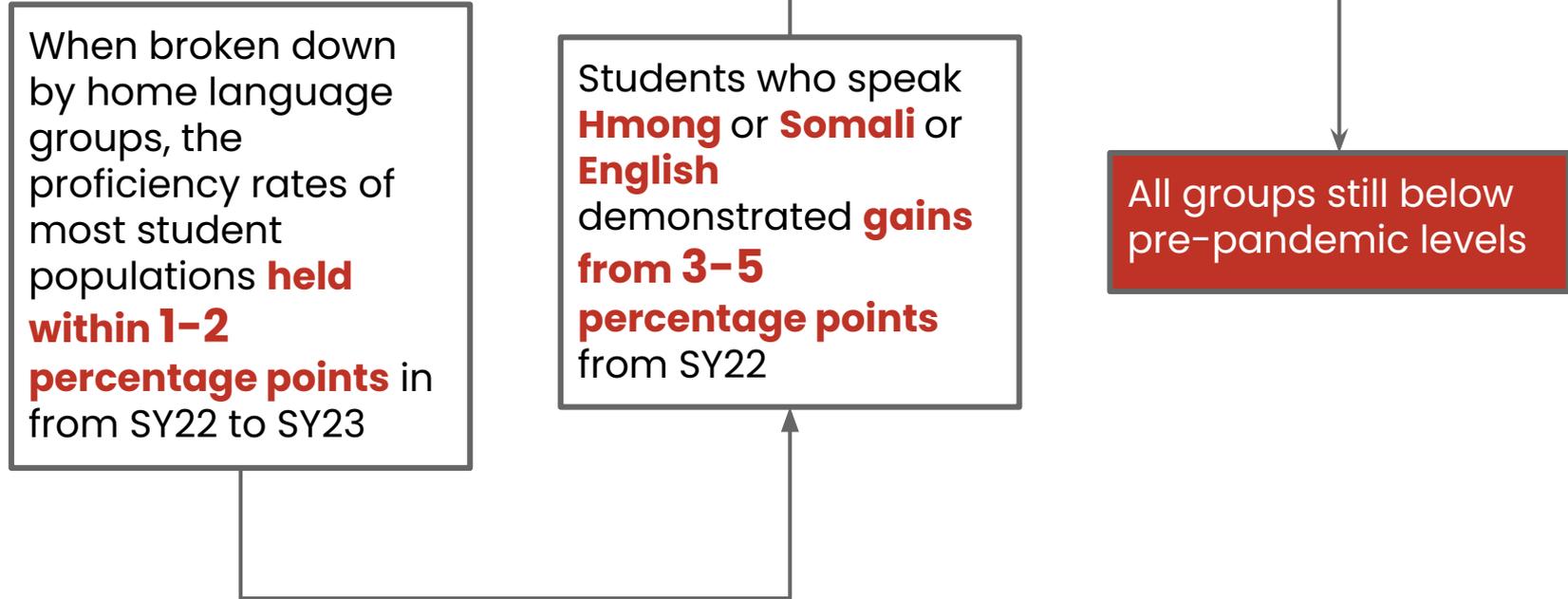
.....
Students **not eligible** for educational benefits went from **55%** to **63%** proficient

Most ethnic groups showed **minor declines in reading** proficiency from SY22 to SY23

MPS showing ongoing struggles to meet Asian students' needs in math as measured by MCA; third consecutive year of declining proficiency

All other state ethnicity groupings held steady or improved compared to SY22

Summary of MPS Math MCA Data



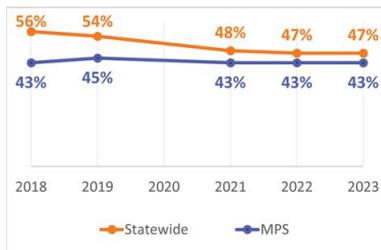
Questions

Appendix

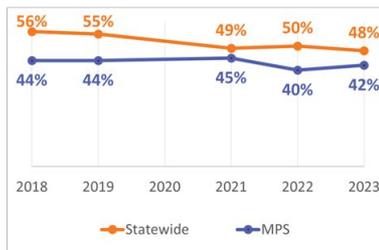
MCA-III Reading Proficiency by Grade 2018–2023

— Statewide — MPS

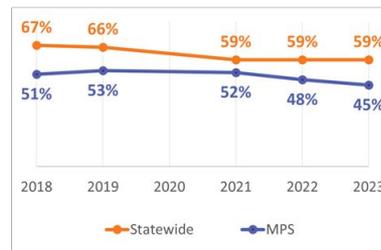
Grade 3



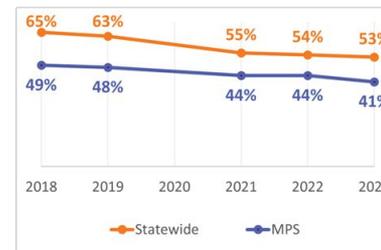
Grade 4



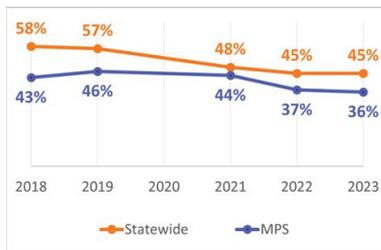
Grade 5



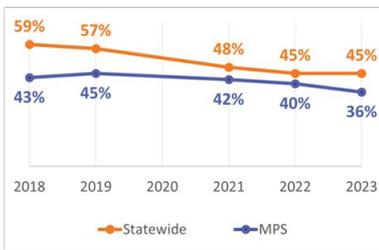
Grade 6



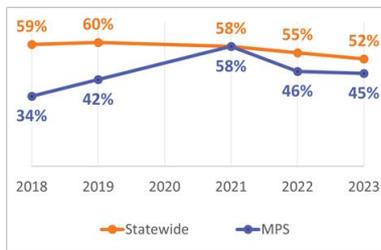
Grade 7



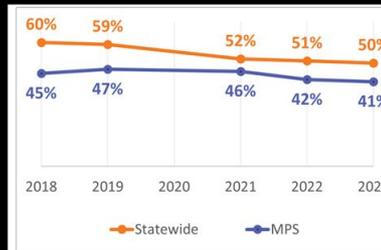
Grade 8



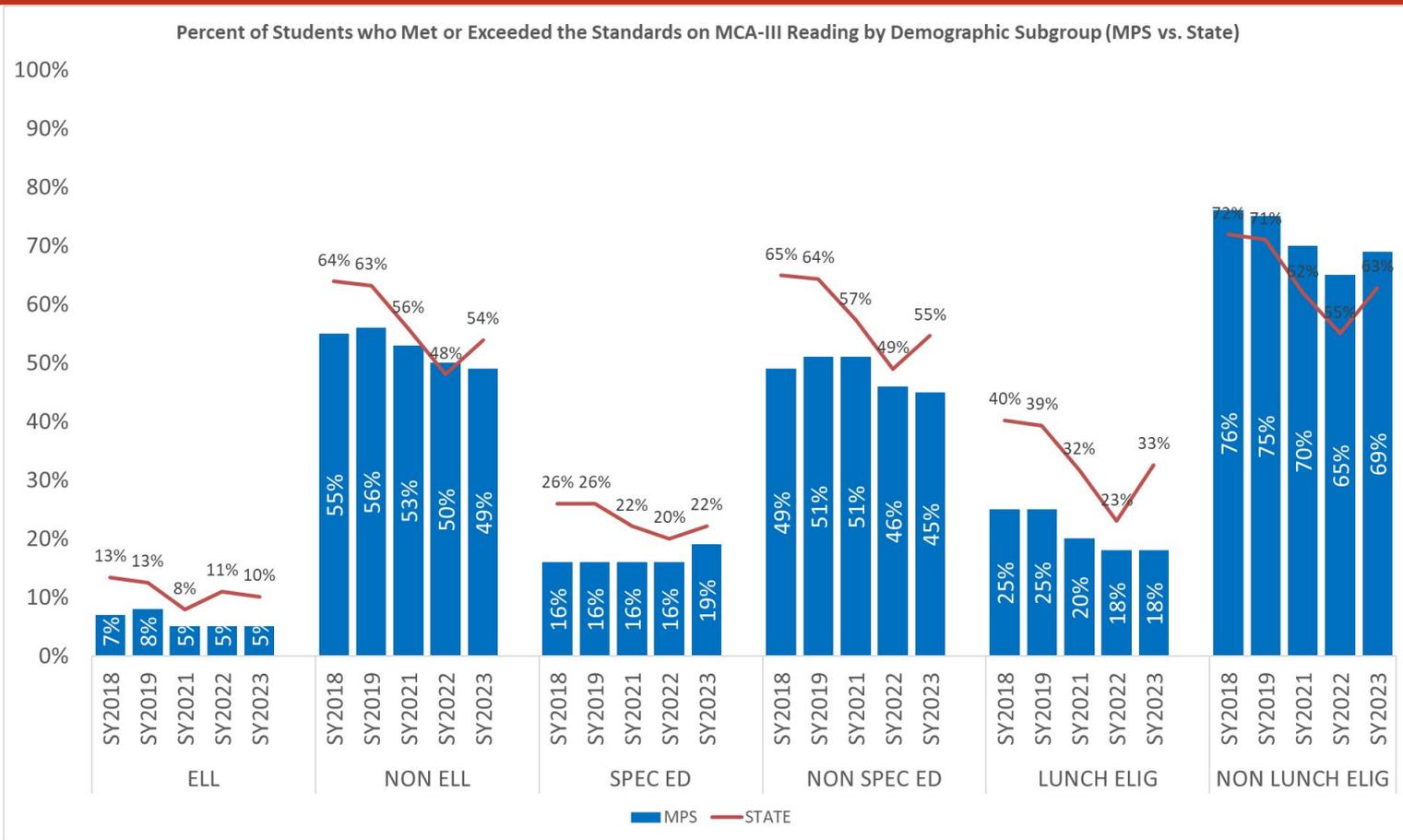
Grade 10



Total

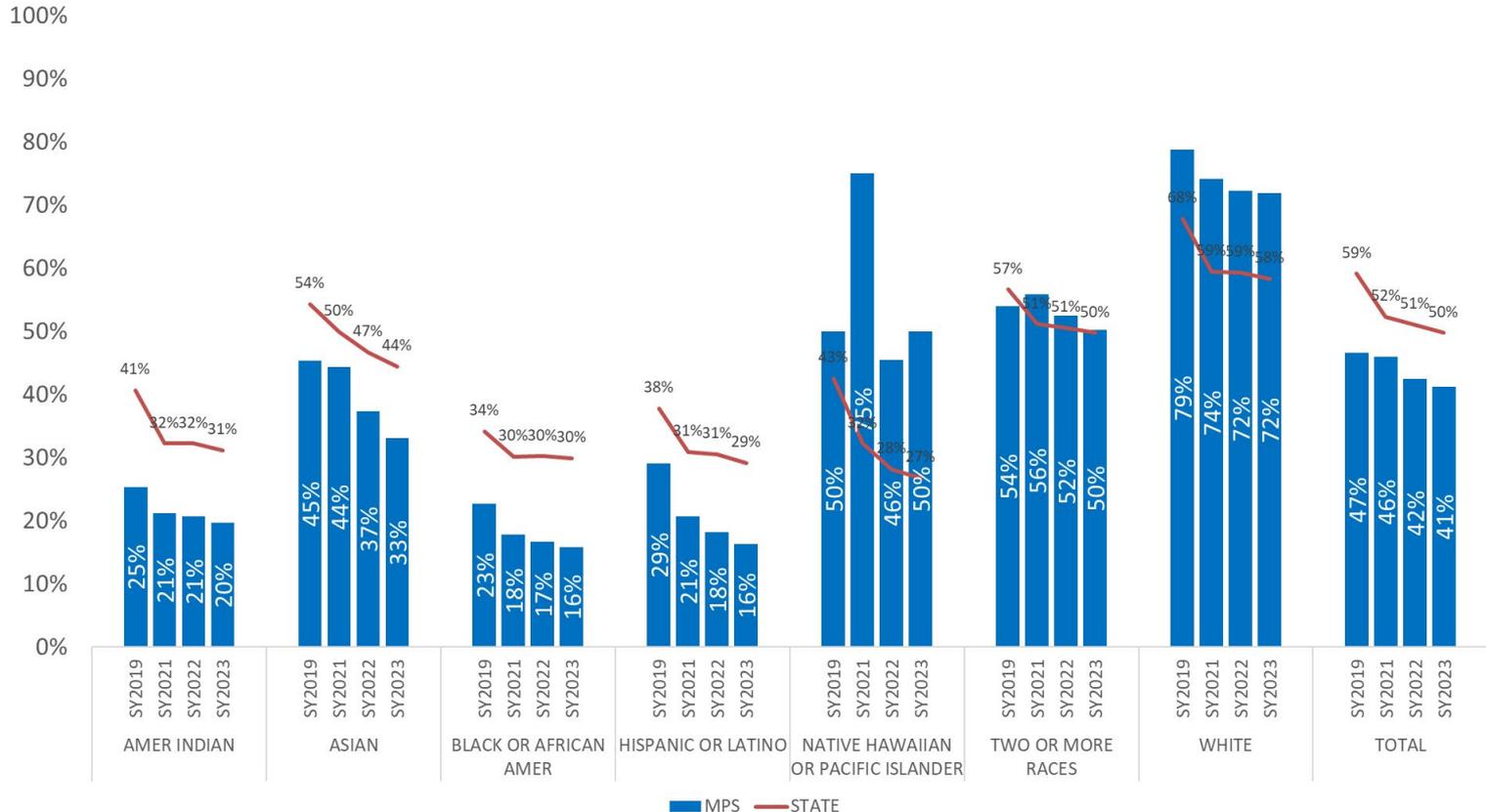


MCA-III Reading Proficiency by Subgroup 2018-2023

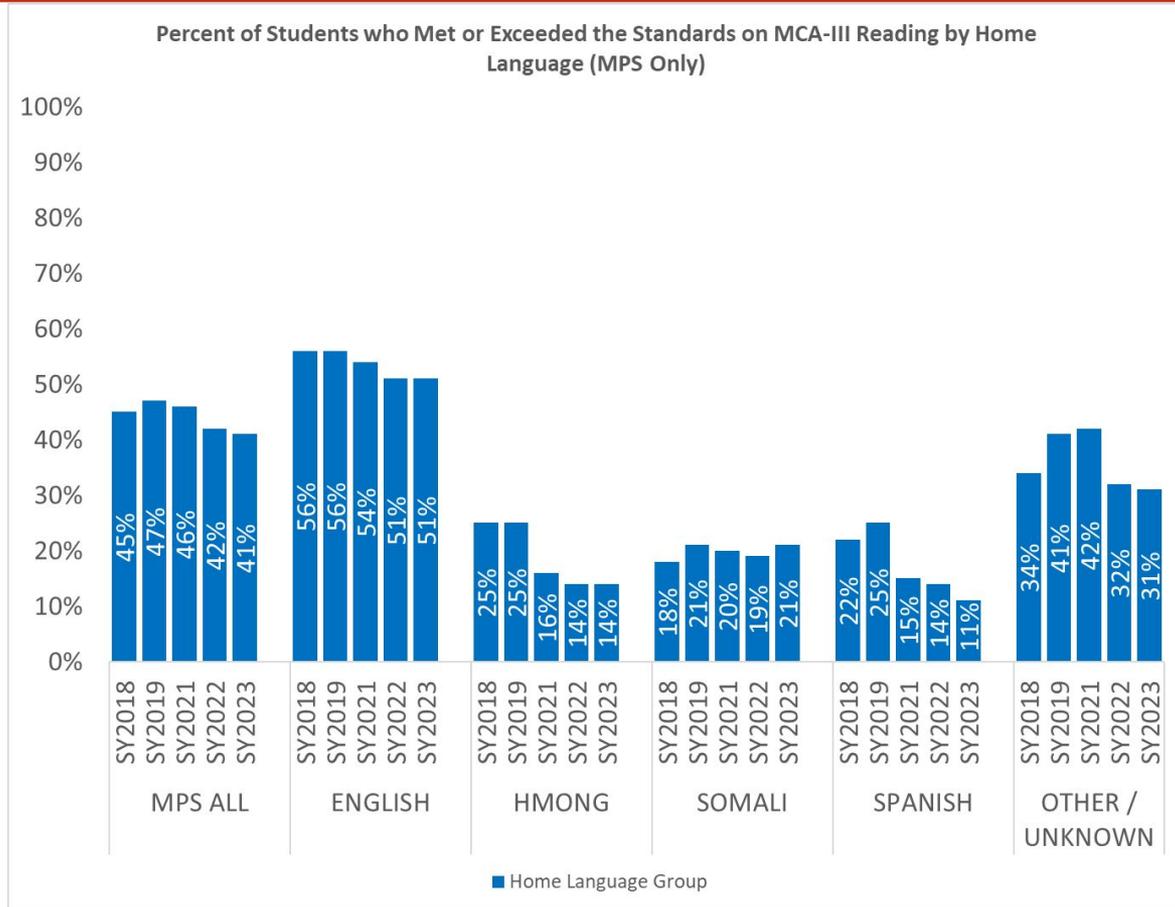


MCA-III Reading Proficiency by State Ethnicity 2018–2023

Percent of Students who Met or Exceeded the Standards on MCA-III Reading by State Ethnicity (MPS vs. State)

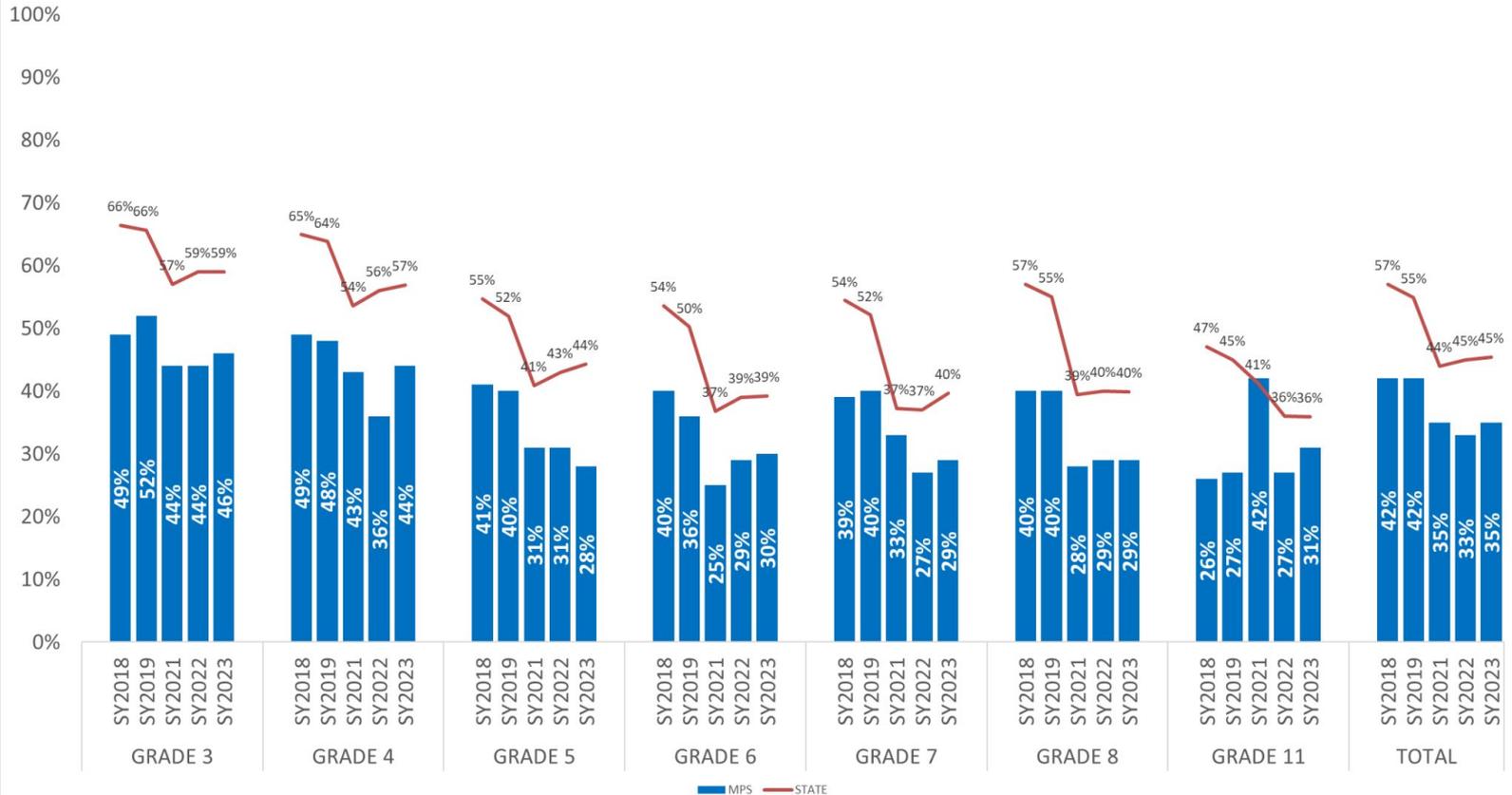


MCA-III Reading Proficiency by Home Language 2018–2023



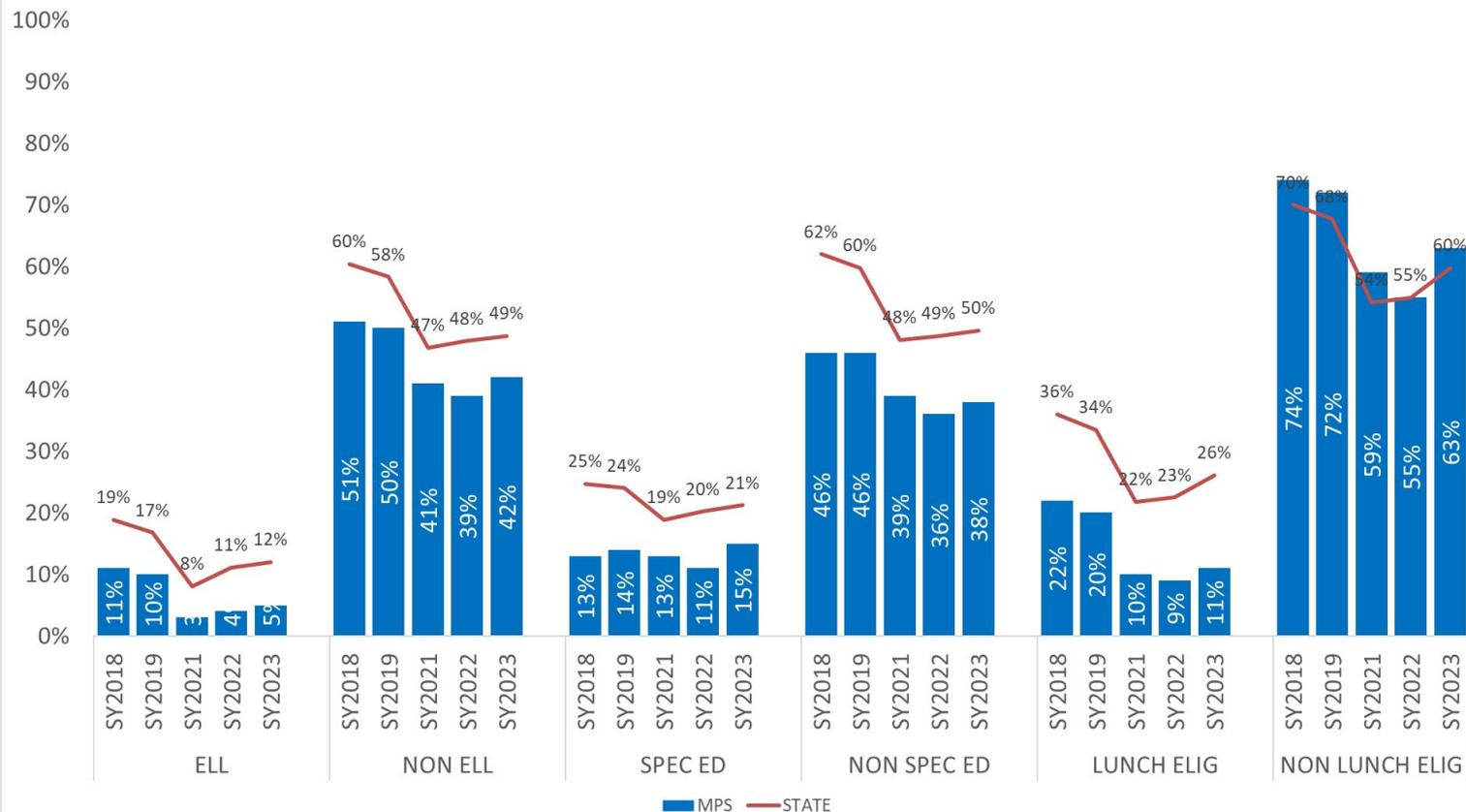
MCA-III Math Proficiency by Grade 2018-2023

Percent of Students Met or Exceeded the Standards on 2013-2018 MCA-III Math by Tested Grade (MPS vs. State)

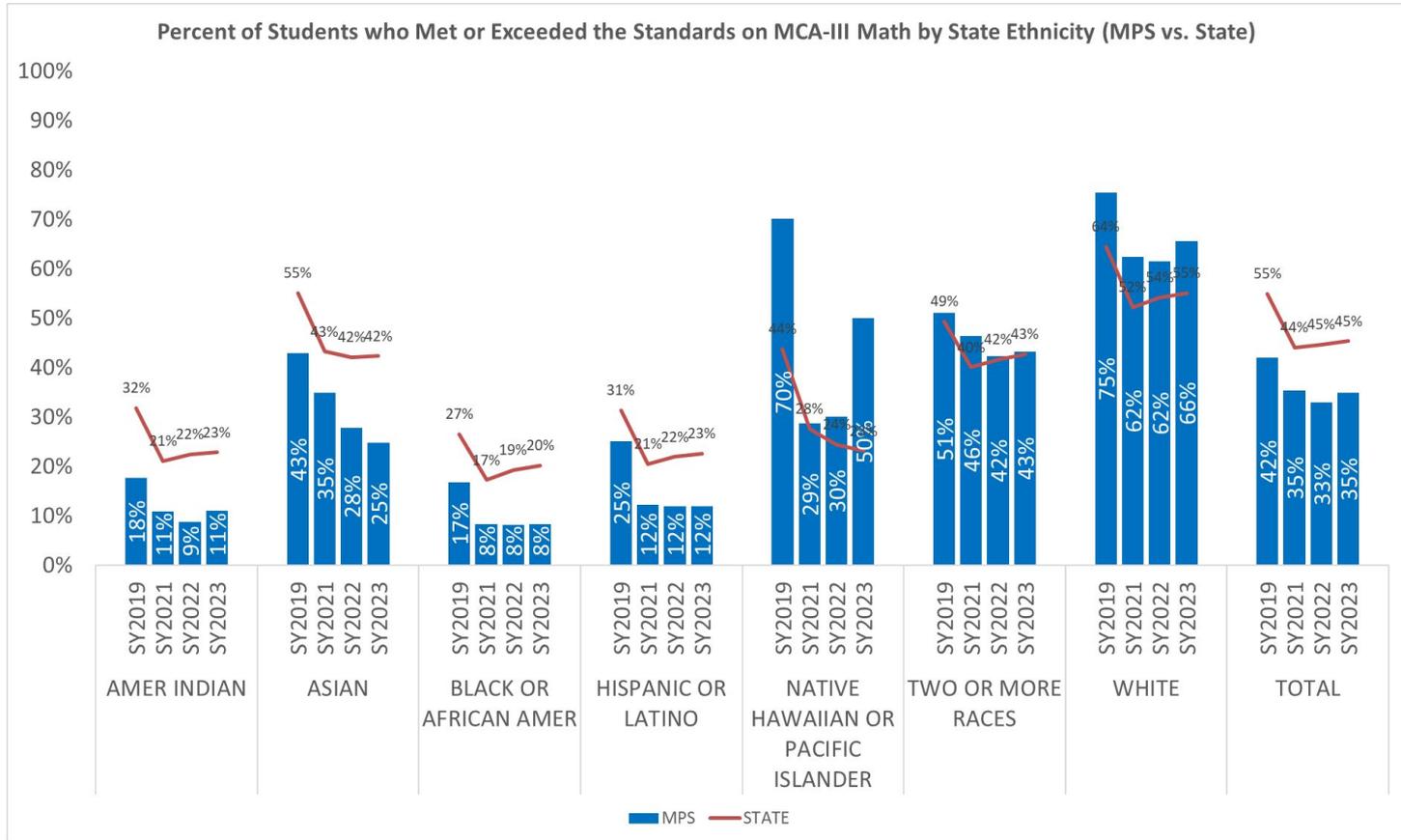


MCA-III Math Proficiency by Subgroup 2018–2023

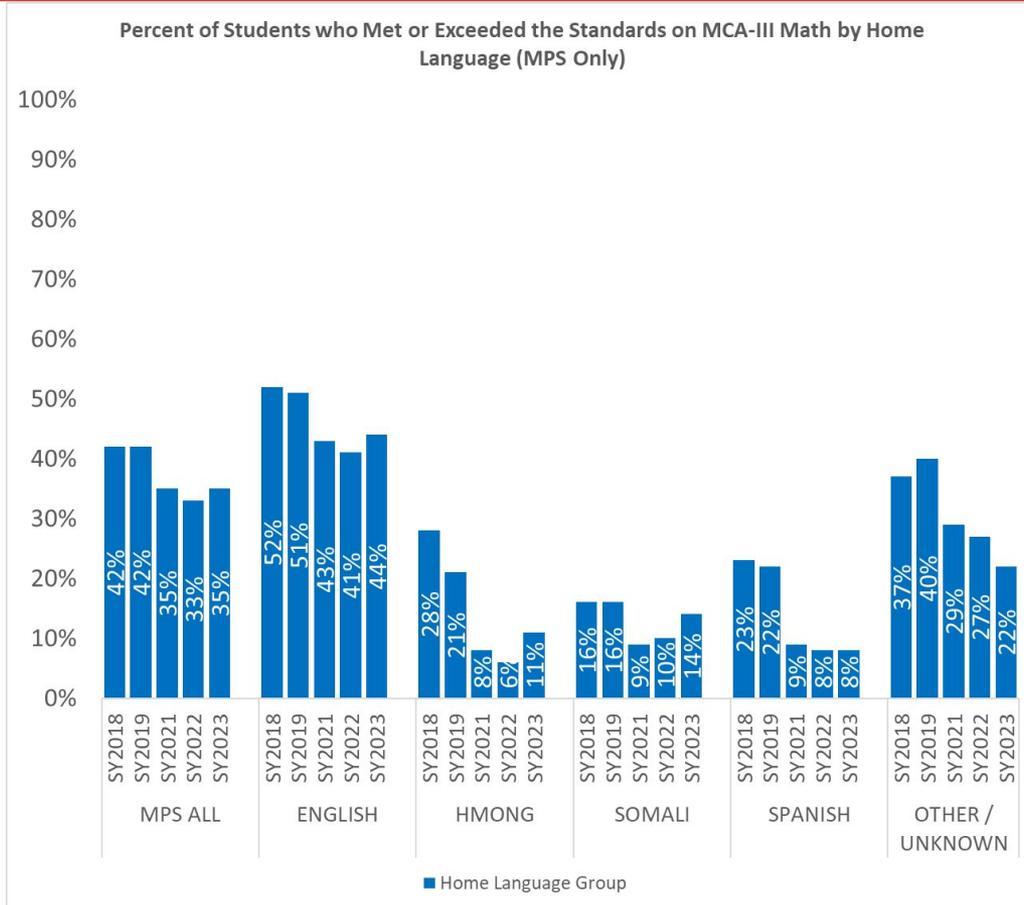
Percent of Students Met or Exceeded the Standards on 2013-2018 MCA-III Math by Demographic Subgroup (MPS vs. State)



MCA-III Math Proficiency by State Ethnicity 2018-2023



MCA-III Math Proficiency by Home Language 2018–2023



Minneapolis Public Schools

List A: All Employees: Tuesday, September 12 , 2023

Hiring - Licensed

Kingsley Abrokwah	Franklin Middle	Teacher, Math	8/13/2023
Dyani Acosta	Roosevelt High	Teacher, B/B (Spanish) Social Studies	8/13/2023
Abdullahi Aden	Minneapolis Academy & Career Center	Teacher, Counselor	8/7/2023
Elizabeth Anderson	North High	Teacher, English	8/13/2023
Theodore Anderson	Franklin Middle	Teacher, Library Media Specialist	8/13/2023
Xenia Anderson-Millay	Webster Elementary	Teacher, Elementary	8/13/2023
Nicole Arratia-Walters	Ella Baker PK-8	Teacher, English Second Language	8/13/2023
Adan Artan	Edison High	Teacher, Math	8/13/2023
Sarah Baeverstad	Pillsbury Elementary	Teacher, Elementary	8/13/2023
Kenneth Barrows	Bryn Mawr Elementary	Teacher, Physical Education	8/13/2023
Beruktawit Bayie	Folwell Elementary	Teacher, Elementary	8/13/2023
Christine Beauchamp Williams	Health Services	Teacher, School Nurse	8/6/2023
Stephanie Bender	GEAR Up	Teacher, Counselor	8/7/2023
Malia Bennett	Southwest High	Teacher, Social Worker	8/13/2023
Hanh Bergerson	Olson Middle	Teacher, Interventionist (Reading)	8/13/2023
Alyssa Bernett	Loring Elementary	Teacher, Elementary	8/13/2023
Laura Blue	Sanford Middle	Teacher, Social Studies	8/13/2023
Claire Borne	Hiawatha Elementary	Teacher, Elementary	8/13/2023
Janessa Brackett	Roosevelt High	Teacher, Counselor	8/22/2023
Andrew Bradford	Franklin Middle	Teacher, English	8/13/2023
Mackinzie Briggs	Lucy Laney Elementary	Teacher, Elementary	8/13/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, September 12 , 2023

Hiring - Licensed

Zachary Briol	Bryn Mawr Elementary	Teacher, Elementary	8/13/2023
Brett Brones	Windom Elementary	Teacher, Music	8/13/2023
Geoffrey Bruder	Sanford Middle	Teacher, Technology	8/13/2023
Peter Burnham	Hall Academy Elementary	Assistant Principal, Elementary	8/21/2023
Emma Busch	Hiawatha Elementary	Teacher, Elementary	8/13/2023
Lydia Bush	Green Central Elementary	Teacher, B/B (Spanish) Elementary	8/13/2023
Vannessa Buth	Lucy Laney Elementary	Teacher, Special Education	8/13/2023
Sally Butwin	MPS Online K-5	Teacher, Special Education	8/13/2023
Dylan Campbell	Lucy Laney Elementary	Teacher, Science	8/13/2023
Melissa Campo	Barton Elementary	Teacher, Elementary	8/13/2023
Sara Clark-Orive	MPS Online K-5	Teacher, Counselor	8/13/2023
Corrine Cochrane	South High	Teacher, Social Studies	8/13/2023
Tracey Collins	Transition Plus	Teacher, Library Media Specialist	7/1/2023
Andrea Cornelius	Anishinabe Academy Elementary	Teacher, Elementary	8/13/2023
Jose Corrales	Las Estrellas Elementary	Teacher, B/B (Spanish) Elementary	8/13/2023
Karissa Crouse	Folwell Elementary	Teacher, Interventionist (Elementary)	8/13/2023
Maia Dalager	Anishinabe Academy Elementary	Teacher, Elementary	8/13/2023
Elizabeth Das	Southwest High	Teacher, Science	8/13/2023
Ann Davidson	Teaching & Learning	Teacher, TOSA General	8/13/2023
Tiffany Davis	Jenny Lind Elementary	Teacher, Art	8/13/2023
Kylah Day	Franklin Middle	Teacher, Special Education	8/13/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, September 12 , 2023

Hiring - Licensed

Nancie Delebo	Lake Harriet Lower Elementary	Teacher, Library Media Specialist	8/13/2023
Ayan Derie	Heritage Academy High	Teacher, Social Worker	8/13/2023
Shelby Deweese	Sanford Middle	Teacher, English	8/13/2023
Andrea Diaz Barbosa	Las Estrellas Elementary	Teacher, Special Education	8/13/2023
Grace Dormanen	Kenwood Elementary	Teacher, Elementary	8/13/2023
Ginger Drake	MPS Metro HA	Teacher, Music Therapist	8/13/2023
Savanna Driskell	Howe Elementary	Teacher, Elementary	8/13/2023
Ana Duran	Las Estrellas Elementary	Teacher, B/B (Spanish) Elementary	8/13/2023
Ruth Elias	Adult Basic Education	Teacher, Adult Basic Ed	8/13/2023
Amy Engler	Southwest High	Teacher, TOSA General	8/23/2023
Hali Englert	Ella Baker PK-8	Teacher, Science	8/13/2023
Britt Engrav	Anthony Middle	Teacher, Social Worker	8/16/2023
Kaylee Enis	Edison High	Teacher, Science	8/29/2023
Andrea Esterly	Franklin Middle	Teacher, English	8/13/2023
Victor Fabre	Andersen Middle	Teacher, B/B (Spanish) Science	8/13/2023
Colleen Farley	Southwest High	Teacher, Special Education	8/13/2023
Julia Faxon	Pillsbury Elementary	Teacher, Elementary	8/13/2023
Martha Fekade	Early Childhood Education Program 1	Teacher, ECFE	8/13/2023
Amanda Felten	Pillsbury Elementary	Teacher, Interventionist (Elementary)	8/13/2023
Marisa Fitterman	Sullivan PK-8	Teacher, Interventionist (Elementary)	8/13/2023
Ashley Flattem	Franklin Middle	Teacher, English	8/13/2023

Minneapolis Public Schools

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Hiring - Licensed

Miata Foluke	Lucy Laney Elementary	Teacher, Library Media Specialist	8/13/2023
Bridget Fonseca	Jenny Lind Elementary	Teacher, Special Education	8/13/2023
Samuel Foy	Anwatin Middle	Teacher, Interventionist (Reading)	8/13/2023
Joseph Frazier	Anthony Middle	Teacher, Special Education	8/13/2023
Veronica Freeberg	Andersen Middle	Teacher, B/B (Spanish) Social Worker	8/13/2023
Anita Fryzek	Howe Elementary	Teacher, Elementary	8/16/2023
Susan Gallagher	Anwatin Middle	Teacher, Special Education	8/13/2023
Edwing Gelvez Portilla	Green Central Elementary	Teacher, Interventionist (Elementary)	8/13/2023
Sarah Glassman	Ella Baker PK-8	Teacher, Building Reserve	8/13/2023
Roni Glidden	Hmong International Academy Elementary	Teacher, Elementary	8/13/2023
Makwa Gonzalez	Anishinabe Academy Elementary	Teacher, Special Education	8/24/2023
Kai Gray	Transition Plus	Teacher, Special Education	8/13/2023
Catherine Grimshaw	Hiawatha Elementary	Teacher, Library Media Specialist	8/13/2023
Jessica Guerrero Daza	Las Estrellas Elementary	Teacher, B/B (Spanish) Elementary	8/13/2023
Zachary Hach	Washburn High	Teacher, Interventionist (Math)	8/23/2023
Nicole Hamilton	South High	Teacher, World Languages (French)	8/13/2023
Taquoia Hammick	Andersen Middle	Teacher, Counselor	8/13/2023
Kara Hanson	Webster Elementary	Teacher, Elementary	8/13/2023
Aisha Haybe	Andersen Middle	Teacher, English Second Language	8/13/2023
Eric Hayes	Marcy Elementary	Teacher, Special Education	8/13/2023
Emily Hedman	Kenwood Elementary	Teacher, Interventionist (Elementary)	8/13/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, September 12 , 2023

Hiring - Licensed

Nicholas Heid	Webster Elementary	Teacher, Elementary	8/13/2023
Hannah Heider	Marcy Elementary	Teacher, Elementary	8/13/2023
Hannah Herman	Ella Baker PK-8	Teacher, Elementary	8/13/2023
Laura Hill	Whittier Elementary	Teacher, Theatre/Dance	8/13/2023
Renee Hinchcliffe	Howe Elementary	Teacher, Physical Education	8/13/2023
Hannah Hinckley	Washburn High	Teacher, Interventionist (Reading)	8/13/2023
Catherine Hoffman	Bethune Elementary	Assistant Principal, Elementary	8/30/2023
Terri Jacobson-Siguenza	Jenny Lind Elementary	Assistant Principal, Elementary	8/9/2023
Chloe Johnson	Justice Page Middle	Teacher, English	8/13/2023
Elizabeth Johnson	Bryn Mawr Elementary	Teacher, TOSA Administrative	8/13/2023
Stephanie Johnson	Sanford Middle	Teacher, Interventionist (Reading)	8/13/2023
Heidi Johnson Mcallister	Marcy Elementary	Teacher, Library Media Specialist	8/13/2023
Ellis Johnston	Anwatin Middle	Teacher, Science	8/13/2023
Antiquika Jones	South High	Teacher, English	8/13/2023
Amelia Kapaun	Webster Elementary	Teacher, Special Education	8/13/2023
Shari Karlsrud	STEM/CTE	Teacher, TOSA General	8/13/2023
Kendra Kecker	Lyndale Elementary	Assistant Principal, Elementary	7/28/2023
Jill Kilibarda	South High	Teacher, Social Worker	8/13/2023
Ariana King	Northeast Middle	Teacher, Social Worker	8/13/2023
Katelyn Klenzman	Hall Academy Elementary	Teacher, Elementary	8/13/2023
Jacob Knaus	Teaching & Learning	Teacher, TOSA General	8/13/2023

Minneapolis Public Schools

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Hiring - Licensed

Debra Krawetz	MPS Online 6-12	Teacher, TOSA Instructional Specialist	8/13/2023
Leah Kremer	Justice Page Middle	Teacher, Science	8/13/2023
Austin Kueck	Nellie Stone Johnson Elementary	Teacher, Elementary	8/13/2023
Jacqueline Lamm	Teaching & Learning	Teacher, TOSA General	8/13/2023
Wendy Ledesma	Green Central Elementary	Teacher, B/B (Spanish) Elementary	8/13/2023
Emily Lewis	Waite Park Elementary	Teacher, High Five	8/13/2023
Ann Lindsey	Ella Baker PK-8	Teacher, TOSA Literacy Specialist	8/13/2023
Lanka Liyanapathirana	Justice Page Middle	Teacher, MS Advanced Learner	8/13/2023
Jennifer Lovestrand	Folwell Elementary	Teacher, Interventionist (Elementary)	8/13/2023
Christi Jo Mace	STEM/CTE	Teacher, Industrial Technology	8/13/2023
Krystal Maestas	Olson Middle	Teacher, Art	8/13/2023
Linnea Manske	Marcy Elementary	Teacher, Special Education	8/13/2023
Mavis Mantila	Sanford Middle School	Teacher, World Languages (Ojibwe)	7/1/2023
Staci Marshall	South High	Teacher, TOSA General	8/13/2023
Jasmine Mastel-Lipson	Anishinabe Academy Elementary	Teacher, Elementary	8/13/2023
Clare McDonald	Emerson Elementary	Teacher, English Second Language	8/13/2023
Carly Mceathron	MPS Metro HA	Teacher, Library Media Specialist	8/13/2023
Janice Michael	Bethune Elementary	Teacher, Library Media Specialist	8/13/2023
Anna Miller	Guidance & Counseling Services	Teacher, Counselor	8/7/2023
Amanda Mohan	Accountability	Teacher, TOSA General	8/13/2023
Aisha Molina Calderon	Las Estrellas Elementary	Teacher, TOSA General	8/13/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, September 12 , 2023

Hiring - Licensed

Willie Moss	Washburn High	Teacher, Social Worker	8/23/2023
Cassandra Munoz	Kenwood Elementary	Teacher, Elementary	8/13/2023
Megan Naps	Stadium View	Teacher, Library Media Specialist	8/13/2023
Amanda Nelson	Las Estrellas Elementary	Teacher, B/B (Spanish) Elementary	8/13/2023
Andrew Nelson	South High	Teacher, Art	8/13/2023
Peggy Nelson	Bethune Elementary	Teacher, Counselor	8/7/2023
Ryan Neppi	Webster Elementary	Teacher, Elementary	8/13/2023
Areil Newman	Jenny Lind Elementary	Teacher, Elementary	8/13/2023
Jenae Noonan	Southwest High	Teacher, World Languages (Spanish)	8/13/2023
Corinna Obermayr	South High	Teacher, Social Studies	8/13/2023
Damon Olson	Loring Elementary	Teacher, Elementary	8/13/2023
Jennifer Osman	Folwell Elementary	Teacher, Social Worker	8/13/2023
Camryn Peck	Sullivan PK-8	Teacher, English	8/13/2023
Suzanne Pehrson	Kenwood Elementary	Teacher, Music	8/13/2023
Ryan Peltier	Loring Elementary	Teacher, Art	8/13/2023
Alana Podratz	Health Services	Teacher, School Nurse	8/13/2023
William Potts	River Bend Education Center	Teacher, Physical Education	8/13/2023
Christian Prouty	Northeast Middle	Teacher, Science	8/13/2023
Erin Putz	Hale Elementary	Teacher, Elementary	8/13/2023
Sarita Rabe	Las Estrellas Elementary	Teacher, TOSA Instructional Specialist	8/13/2023
Caroline Reich	Bancroft Elementary	Teacher, Library Media Specialist	8/13/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, September 12 , 2023

Hiring - Licensed

Anna Rejda	Ella Baker PK-8	Teacher, Elementary	8/13/2023
Lisa Reynolds	Washburn High	Teacher, English	8/13/2023
Annaliese Rishel	Ella Baker PK-8	Teacher, World Languages (Spanish)	8/13/2023
Ulises Rodriguez	Andersen Middle	Teacher, TOSA General	8/7/2023
Andrew Root	Ella Baker PK-8	Teacher, TOSA Math Specialist	8/13/2023
Elizabeth Rundquist	Emerson Elementary	Teacher, B/B (Spanish) Elementary	8/13/2023
Kelly Rynda	ABE Hourly	Teacher, Adult Basic Ed (Hourly)	8/21/2023
Sol Salas Payano	Emerson Elementary	Teacher, B/B (Spanish) Elementary	8/13/2023
Maria Salazar Garcia	Andersen Middle	Teacher, World Languages (Spanish)	8/13/2023
Abdul Sannie Ariyibi	Heritage Academy High	Principal, High School	7/28/2023
Candace Sartin	Ella Baker PK-8	Teacher, Science	8/13/2023
Madeline Sash	Bryn Mawr Elementary	Teacher, Art	8/13/2023
Andrew Satterlie	Cityview Elementary	Teacher, Music	8/13/2023
Alison Sawyer	Hale Elementary	Teacher, Music	8/13/2023
Joseph Schantz	Psychology Services	Teacher, Psychology Services	8/7/2023
Annette Schmidt	Jenny Lind Elementary	Teacher, Interventionist (Reading)	8/13/2023
Steven Schmitz	FAIR High	Teacher, TOSA General	8/7/2023
Ann Schneider	Southwest High	Teacher, Counselor	8/7/2023
Sara Schurr	Hmong International Academy Elementary	Teacher, Elementary	8/13/2023
Nathan Severson	Sullivan PK-8	Teacher, Music	8/13/2023
Dawn Shannon	ABE Hourly	Teacher, Adult Basic Ed (Hourly)	8/21/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, September 12 , 2023

Hiring - Licensed

Allison Shaw	Early Childhood Special Education	Teacher, Special Education	8/13/2023
Stephanie Shockley	Justice Page Middle	Teacher, Interventionist (Reading)	8/13/2023
Briana Singer	Occupational, Physical Therapists	Teacher, Occupational Therapist	8/13/2023
Jessica Smith	Marcy Elementary	Teacher, Elementary	8/13/2023
Jared Sorensen	Washburn High	Teacher, Science	8/23/2023
Sarah Stone	Hale Elementary	Teacher, Elementary	8/13/2023
Brandon Storlie	FAIR High	Teacher, English	8/16/2023
Keri Strusz	Bryn Mawr Elementary	Teacher, Elementary	8/13/2023
Carla Suarez	Las Estrellas Elementary	Teacher, TOSA Instructional Specialist	8/13/2023
Tate Sweeney	Loring Elementary	Teacher, Elementary	8/13/2023
Dylan Thaler	Barton Elementary	Teacher, Elementary	8/13/2023
Rebecca Till	Barton Elementary	Teacher, Interventionist (Elementary)	8/13/2023
Mariah Tuvey	Marcy Elementary	Teacher, Elementary	8/13/2023
Alyssa Vaj	ABE Hourly	Teacher, Adult Basic Ed (Hourly)	8/21/2023
Linda Vander Maten	Sanford Middle	Teacher, Library Media Specialist	8/13/2023
Ka Vang	Southwest High	Teacher, Physical Education	8/28/2023
Annika Veum	Lake Harriet Upper Elementary	Teacher, Elementary	8/13/2023
Aaron Vizenor-Hammerly	Edison High	Teacher, Social Studies	8/13/2023
Sophia Vukmirovich	Seward Elementary	Teacher, Elementary	8/13/2023
Leona Walker	Loring Elementary	Teacher, Library Media Specialist	8/13/2023
Naomi Ward	Marcy Elementary	Teacher, Social Worker	8/13/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, September 12 , 2023

Hiring - Licensed

Thomas Ward	Seward Elementary	Teacher, Elementary	8/13/2023
Ahmed Warsame	Anwatin Middle	Teacher, Special Education	8/13/2023
Devyn White	Nellie Stone Johnson Elementary	Teacher, Elementary	8/13/2023
Brian Willis	Anwatin Middle	Teacher, English Second Language	8/13/2023
Cassidy Wilson	Anishinabe Academy Elementary	Teacher, Library Media Specialist	8/13/2023
Isaac Winkler	Webster Elementary	Teacher, Music Therapist	8/13/2023
Amy Wolter	Northeast Middle	Teacher, Special Education	8/13/2023
Kongmong Xiong	Psychology Services	Teacher, Psychology Services	8/13/2023
Julie Yang	Psychology Services	Teacher, Psychology Services	8/7/2023
Katy Yelle	Whittier Elementary	Teacher, Interventionist (Elementary)	8/13/2023
Elaine Young	Bancroft Elementary	Teacher, World Languages (Spanish)	8/13/2023
Lindsay Ypma	Cityview Elementary	Teacher, Social Worker	8/13/2023
Mark Zamek	North High	Teacher, Science	8/24/2023
Maribel Zuniga	Andersen Middle	Teacher, Math	8/13/2023

Hiring - Non Licensed

Fadumo Abdisalan	Sullivan PK-8	Special Education Assistant	8/31/2023
Fahimo Abubakar	Minneapolis Kids	Child Care Assistant	9/5/2023
Keonia Adkins	River Bend Education Center	Special Education Assistant	8/31/2023
Fardosa Ahmed	Olson Middle	School Success Program Assistant	8/31/2023
Jane Alpers	Bryn Mawr Elementary	Associate Educator (Interventionist)	8/31/2023
Jennifer Anderson	Teen Parent Services	School Success Program Assistant	8/2/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, September 12 , 2023

Hiring - Non Licensed

Jordan Anderson	South High	Associate Educator (Interventionist)	8/31/2023
Justin Anderson	Talent Management	Project Manager	9/11/2023
Vanda Angell	CWS, Site Group 5 - Southwest	Food Service Assistant	8/22/2023
Therese Attiogbe	Hall Academy Elementary	Associate Educator	9/5/2023
Karrie Averyheart	MPS Online K-5	School Success Program Assistant	8/31/2023
Ginger Ayala	Andersen Middle	Associate Educator	8/31/2023
Chey tara Ballinger	River Bend Education Center	Special Education Assistant	8/31/2023
Roberto Barrios-Gutierrez	Andersen Middle	Associate Educator (Interventionist)	8/31/2023
Molly Bartzten	Armatage Elementary	Special Education Assistant	8/31/2023
Mickela Bates	Lyndale Elementary	Special Education Assistant	8/31/2023
Betzaida Benitez	Las Estrellas Elementary	Associate Educator	8/31/2023
Jordan Berry	Andersen Middle	Associate Educator	8/31/2023
Andrew Blissenbach	Lake Nokomis Keewaydin Elementary	Associate Educator (Interventionist)	8/31/2023
Kelly Bloomer	Washburn High	Office Specialist	8/7/2023
Marc Bluestone	Marcy Elementary	Associate Educator (Interventionist)	8/31/2023
Amy Blythe	Anishinabe Academy Elementary	Associate Educator	8/31/2023
Sharita Boswell	Minneapolis Kids	Family Learning Child Care Worker	9/8/2023
Olivia Bouthot	Armatage Elementary	Associate Educator	8/31/2023
Robert Bradley	Talent Acquisition	Human Resources Specialist	8/14/2023
Shira Breen	Green Central Elementary	Associate Educator (Interventionist)	8/31/2023
Michael Brown	Bryn Mawr Elementary	Special Education Assistant	8/31/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, September 12 , 2023

Hiring - Non Licensed

Larry Burgess	Office of Black Student Achievement	Program Coordinator, Student Engagement	8/21/2023
Gwendolyn Burkhalter-Reed	CWS, Site Group 4 - Central East	Onsite Food Service Coordinator	8/28/2023
Emily Butler	Bancroft Elementary	Associate Educator (Interventionist)	8/31/2023
Mary Carnell	Engineers, Zone 2	Custodian	8/23/2023
Margery Carrothers	Bethune Elementary	Associate Educator	8/31/2023
Brittani Carter	Loring Elementary	Associate Educator	8/31/2023
Katherine Cato	Windom Elementary	Associate Educator (Interventionist)	8/28/2023
Amy Charlson	Marcy Elementary	Associate Educator (Interventionist)	8/31/2023
Lanaya Marie Childs	Seward Elementary	Associate Educator	8/31/2023
Nathan Chinander	Business Services	Account Specialist	8/14/2023
Alicia Christenson	Kenwood Elementary	Associate Educator (Interventionist)	8/31/2023
Sharon Cisneros Rosero	Wellstone High	Associate Educator (Interventionist)	8/28/2023
Ashley Clark-Jackson	Folwell Elementary	Associate Educator	8/28/2023
Imani Coble	Harrison Education Center	Special Education Assistant	8/31/2023
Jarynn Coker	Loring Elementary	Special Education Assistant	8/28/2023
Peggy Coleman	Nellie Stone Johnson Elementary	Associate Educator (Interventionist)	8/28/2023
John Collins	Cityview Elementary	Associate Educator	8/31/2023
Tamela Conley	Sullivan PK-8	Special Education Assistant	8/31/2023
Robert Cooper	Marcy Elementary	Special Education Assistant	8/31/2023
Deja Cruse	Henry High	Special Education Assistant	8/24/2023
Carleen Cuevas Martinez	Ella Baker PK-8	Associate Educator (Interventionist)	8/31/2023

Minneapolis Public Schools

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Hiring - Non Licensed

Joanne Curry	Harrison Education Center	Special Education Assistant	8/31/2023
Rachel Dahmen	Waite Park Elementary	Associate Educator	8/31/2023
Cassidy Daugherty	Seward Elementary	Associate Educator (Interventionist)	8/31/2023
Savoy Davis Hardy	Henry High	Special Education Assistant	8/31/2023
Alessandra De Jesus Silva	Green Central Elementary	Special Education Assistant	8/31/2023
Eva De Sanchez Rodriguez	Family Resource Center	Family & Community Liaison (ESP)	8/1/2023
Beverly Dillard	Barton Elementary	Family & Community Liaison (ESP)	8/31/2023
Noel Dodson	Anthony Middle	Health Services Assistant	8/7/2023
Michael Donald Jr	Engineers, Zone 1	Custodian	8/23/2023
Natalya Donchenko	Burroughs Elementary	Associate Educator (Interventionist)	8/31/2023
Anthony Donner	Engineers, Zone 1	Custodian	8/7/2023
Jennifer Dooper Salazar	Northrop Elementary	Associate Educator	8/31/2023
Cameron Dranselka	CWS, Production	Equipment Maintenance Technician	9/6/2023
George Dunlap	FAIR High	Special Education Assistant	8/31/2023
Mariah Earls	Folwell Elementary	Associate Educator	8/28/2023
Camille Erickson	Anthony Middle	Special Education Assistant	8/31/2023
Kjersten Erickson	Jenny Lind Elementary	Office Assistant	8/17/2023
Ana Escalante	Green Central Elementary	Associate Educator	8/31/2023
Ninsi Escalante Cruz	Whittier Elementary	Associate Educator (Interventionist)	8/31/2023
Hawo Farah	Sullivan PK-8	Special Education Assistant	8/31/2023
Teresa Fawcett	Transition Plus	Special Education Assistant	8/28/2023

Minneapolis Public Schools

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Hiring - Non Licensed

Oscar Fortoso	Minneapolis Kids	Program Coordinator, Minneapolis Kids	8/23/2023
Marquita Fowler	Dowling Elementary	Special Education Assistant	8/31/2023
Susanna Franklin	Southwest High	Special Education Assistant	8/31/2023
Joseph Frost	Northeast Middle	School Secretary	8/24/2023
Ashlynn Fuller	Seward Elementary	Special Education Assistant	8/31/2023
Shermane Gatlin-Johnson	Folwell Elementary	School Secretary	8/28/2023
Lillie George	Ella Baker PK-8	Associate Educator (Interventionist)	8/31/2023
Josefina Geronimo-Uribe	Seward Elementary	Associate Educator (Interventionist)	8/31/2023
Dennis Gilbert	Indian Education	School Success Program Assistant	8/31/2023
Justine Gildner	Early Childhood Special Education	Special Education Assistant	8/31/2023
Joann Gonzalez	Check and Connect	Associate Educator	8/31/2023
Kobe Gourneau	Northeast Middle	Associate Educator (Interventionist)	8/31/2023
Ciara Graham	Homeless and Highly Mobile	Project Coordinator	8/13/2023
Jody Granoien	Northrop Elementary	Associate Educator (Interventionist)	8/31/2023
Anita Grant	Whittier Elementary	Special Education Assistant	8/31/2023
Lucia Guillen	Check and Connect	Student Support Specialist	8/21/2023
Taariq Hall	Minneapolis Kids	Child Care Assistant	9/5/2023
Theresa Hallman	Marcy Elementary	Associate Educator	8/31/2023
Brenda Halverson	Loring Elementary	Associate Educator (Interventionist)	8/31/2023
Virginia Hammarlund	Sullivan PK-8	Associate Educator (Interventionist)	8/31/2023
Patrice Hammick	Loring Elementary	Office Specialist	8/7/2023

Minneapolis Public Schools

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Hiring - Non Licensed

Rebecca Hancock	Armatage Elementary	Special Education Assistant	8/31/2023
Ashley Hannan	Early Childhood Education Program 1	Associate Educator	8/31/2023
Madeline Harney	FAIR High	Associate Educator (Interventionist)	8/31/2023
Jayla Harris	Jenny Lind Elementary	Special Education Assistant	8/31/2023
Kathryn Hedges	Ella Baker PK-8	Associate Educator	8/31/2023
Ashley Hemstock	Bryn Mawr Elementary	Associate Educator (Interventionist)	8/31/2023
Eddiah Hibbler	Kenny Elementary	Special Education Assistant	8/31/2023
Elliot Hicks	Webster Elementary	Associate Educator (Interventionist)	8/28/2023
Gregory Hill	Engineers, Zone 2	Custodian	8/23/2023
Michelle Hines	Burroughs Elementary	Associate Educator	8/31/2023
Terrance Hipkins	Minneapolis Kids	Child Care Assistant	8/23/2023
Jasmine Hoffman	Lake Nokomis Wenonah Elementary	Associate Educator	8/31/2023
Christine Hokenson	Early Childhood Special Education	Special Education Assistant	8/28/2023
Chandra Hollimon	Engineers, Zone 2	Custodian	8/23/2023
Cierra Hopson	Jenny Lind Elementary	Associate Educator (Interventionist)	8/31/2023
David Hout	Washburn High	Special Education Assistant	8/31/2023
Michael Hudy	Engineers, Zone 2	Custodian	8/23/2023
Nishi Islam	Marcy Elementary	Special Education Assistant	8/31/2023
Jahari Jaco	Marcy Elementary	Associate Educator	8/31/2023
Darren Jakes	Seward Elementary	Associate Educator	8/31/2023
Jane Jefferson	Seward Elementary	Associate Educator	8/31/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, September 12 , 2023

Hiring - Non Licensed

Sofia Jenkins	Justice Page Middle	Special Education Assistant	8/31/2023
Sarah Jespersen	Indian Education	School Success Program Assistant	8/31/2023
Benjamin Johnson	Nellie Stone Johnson Elementary	Special Education Assistant	8/31/2023
Rajel Johnson	Whittier Elementary	School Success Program Assistant	8/31/2023
Jedidiah Jones	KBEM Radio	Associate Educator	8/8/2023
Micgual Jones	CWS, Site Group 3 - Central West	Onsite Food Service Coordinator	8/23/2023
Billy Joseph	Engineers, Zone 2	Custodian	8/23/2023
Natalie Kabage	Webster Elementary	Special Education Assistant	8/31/2023
Laura Kasella	Las Estrellas Elementary	Associate Educator	8/31/2023
Sarah Kaufman	Marcy Elementary	Associate Educator (Interventionist)	8/31/2023
Katherine Kazemba	Seward Elementary	Associate Educator (Interventionist)	8/31/2023
Rebecca Kelleher-Reeth	Lyndale Elementary	Associate Educator (Interventionist)	8/31/2023
Cassandra Kiener	Check and Connect	Student Support Specialist	8/21/2023
Jeren King	Anishinabe Academy Elementary	Security Monitor	8/18/2023
Jordan King	Justice Page Middle	Associate Educator (Interventionist)	8/31/2023
Larissa Kokernot	Kenwood Elementary	Associate Educator (Interventionist)	8/31/2023
Naamaslis Kue	Hmong International Academy Elementary	School Secretary	8/7/2023
Damarion Lacy	Engineers, Zone 1	Custodian	8/23/2023
Alaina Lankford	Nellie Stone Johnson Elementary	Office Specialist	8/7/2023
John Larock	Barton Elementary	Associate Educator (Interventionist)	8/31/2023
Anna Lavigne	FAIR High	Associate Educator (Interventionist)	8/31/2023

Minneapolis Public Schools

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Hiring - Non Licensed

Abreanna Ledoux	Minneapolis Kids	Child Care Assistant	9/8/2023
Elle Lemler	SEA Cadre	Special Education Assistant	8/31/2023
Shanteal Lewis	Transportation	School Bus Driver In Training	8/14/2023
Daisy Lezama	Hall Academy Elementary	Office Specialist	8/7/2023
Diana Little	Pillsbury Elementary	Associate Educator (Interventionist)	8/31/2023
Aleyda Lopez Guerra	Early Childhood Education Preschool	Associate Educator	8/31/2023
Cubanita Lopeztegui	Henry High	Associate Educator	8/31/2023
Kortney Lorenzen	Roosevelt High	Associate Educator (Interventionist)	8/28/2023
Julie Loxtercamp	Multilingual	K-12 Content Lead	8/7/2023
Keri Mabry	Kenwood Elementary	Family & Community Liaison (ESP)	8/31/2023
Hindo Mahamed	CWS, Site Group 4 - Central East	Food Service Assistant	9/5/2023
Olivia Mahler	Burroughs Elementary	Special Education Assistant	8/31/2023
Stacie Mahowald	Hale Elementary	Health Services Assistant	9/5/2023
Shannon Maroney	Bryn Mawr Elementary	Special Education Assistant	8/31/2023
Andrew Martin	Edison High	Associate Educator (Interventionist)	8/31/2023
Terry Martin	Anishinabe Academy Elementary	Associate Educator	8/31/2023
Daysi Martinez	Talent Acquisition	Recruitment Coordinator	8/21/2023
Manuela Mathies	Marcy Elementary	Associate Educator (Interventionist)	8/31/2023
Michael May	Henry High	Associate Educator (Interventionist)	8/31/2023
Dameika Mcdonald	MPS Metro HA	Special Education Assistant	8/31/2023
Starr Mcdonald	Henry High	Special Education Assistant	8/31/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, September 12 , 2023

Hiring - Non Licensed

Alfred Mcmillian	Marcy Elementary	Special Education Assistant	8/31/2023
Andrea Medina	MPS Online 6-12	Special Education Assistant	8/31/2023
Nadja Melby	Bryn Mawr Elementary	Special Education Assistant	8/31/2023
Alejandrina Mendez Martinez	District Communications Center	Manager, District Communications Center	8/23/2023
Efe Mensah-Brown	Teaching & Learning	K-12 Content Lead	8/28/2023
Olivia Mineau	Seward Elementary	Special Education Assistant	8/31/2023
Ariana Minga Paredes	Green Central Elementary	Associate Educator	8/31/2023
Anisa Mire	Early Childhood Education Preschool	Associate Educator	8/31/2023
Grace Mobosi-Enwesi	Multilingual	K-12 Content Lead	8/16/2023
Farhiyo Mohamed	Whittier Elementary	School Secretary	8/31/2023
Fartun Mohamed	Minneapolis Kids	Child Care Assistant	8/30/2023
Liban Mohamed	Procurement & Accounts Payable	Buyer, Senior	8/28/2023
Fnu Mohamed Ahmed Abdulle	SEA Cadre	Special Education Assistant	8/31/2023
Lisa Montgomery	Athletics	Assistant Director, Athletics	8/1/2023
Christine Morris	Teen Parent Services	Family Learning Child Care Worker	8/31/2023
Verlon Moses	Engineers, Zone 2	Custodian	8/15/2023
Emma Mushaka	Ella Baker PK-8	Associate Educator	8/31/2023
Mustafa Musse	Webster Elementary	Associate Educator (Interventionist)	8/31/2023
Drake Myers	Bancroft Elementary	Associate Educator (Interventionist)	8/31/2023
Biy Nazar Nazari	STEM/CTE	Associate Educator	8/31/2023
Isaac Nelson	South High	Special Education Assistant	8/31/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, September 12 , 2023

Hiring - Non Licensed

Darshan Nobles	Seward Elementary	Associate Educator	8/31/2023
Marcus Nolen	STEM/CTE	School Success Program Assistant	8/13/2023
Anna Noyes	Minneapolis Kids	Child Care Assistant	9/6/2023
Mauricio Ochoa	Construction Planning Group A	Project Manager, Planning & Construction	9/11/2023
Cassandra Ochocki	Ella Baker PK-8	Associate Educator (Interventionist)	8/31/2023
Renee Offstein	Payroll Operations	Payroll Analyst	8/15/2023
Emma Olson	Bryn Mawr Elementary	Special Education Assistant	8/31/2023
Johnine Ornelas	South High	Associate Educator (Interventionist)	8/31/2023
Daisy Ortiz	Seward Elementary	Associate Educator	8/31/2023
Alyssa Parkhurst	Indian Education	School Success Program Assistant	8/31/2023
Jorge Payne	Engineers, Zone 2	Custodian	8/23/2023
Camila Pedroza-Garcia	Green Central Elementary	Associate Educator (Interventionist)	8/28/2023
Leydin Perla	Green Central Elementary	Associate Educator	8/31/2023
Brandi Phillips	Office of Black Student Achievement	Program Coordinator, Student Engagement	8/21/2023
Katheryne Phillips	North High	Special Education Assistant	8/31/2023
Allie Pikala	Seward Elementary	Associate Educator (Interventionist)	8/31/2023
Jose Pinto Zelaya	Adult Basic Education	Associate Educator	8/31/2023
Lourdes Pizha	Las Estrellas Elementary	Associate Educator	8/28/2023
Paulina Ponce	Emerson Elementary	Family & Community Liaison (ESP)	8/28/2023
Meredith-Ann Price	Pillsbury Elementary	Special Education Assistant	8/31/2023
Lisa Rangel	Folwell Elementary	Associate Educator	8/31/2023

Minneapolis Public Schools

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Hiring - Non Licensed

Victoria Rector	Lake Nokomis Wenonah Elementary	School Secretary	8/1/2023
Lourdes Regules Verduzco	Office of Equality & Civil Rights	Resolution & Compliance Specialist	8/28/2023
Isabelle Richards	Bancroft Elementary	Special Education Assistant	8/31/2023
Clare Roarty	Kenwood Elementary	Associate Educator (Interventionist)	8/31/2023
Kiristen Robinson	Edison High	School Athletic Director	8/21/2023
Lyric Robinson	Jenny Lind Elementary	Special Education Assistant	8/31/2023
Rashaana Robinson	North High	Licensed Practical Nurse	8/14/2023
Mayte Rodriguez Ortiz	Early Childhood Education Program 1	School Success Program Assistant	8/31/2023
Jalisa Ross	North High	Associate Educator (Interventionist)	8/28/2023
Nicholas Salvato	Andersen Middle	Special Education Assistant	8/31/2023
Dimitri Sanner-Robinson	Engineers, Zone 2	Custodian	8/23/2023
Charonda Scarelli	Northrop Elementary	Special Education Assistant	8/31/2023
Nicholas Schuessler	Las Estrellas Elementary	Associate Educator (Interventionist)	8/31/2023
Arlensu Segovia	Dowling Elementary	Associate Educator	8/31/2023
Ali Sembro	Engineers, Zone 1	Custodian	8/14/2023
Sayed Salahuddin Shajjan	Accounts Payable & Vendor Support	Accounts Payable Specialist, Senior	8/28/2023
Gerald Shepherd	Henry High	Associate Educator	8/31/2023
Emily Silva Martinez	Justice Page Middle	Associate Educator (Interventionist)	8/31/2023
Jakraya Sims	Washburn High	Special Education Assistant	8/31/2023
Robin Sirc	Pratt Elementary	School Secretary	8/17/2023
Agata Sisto	Accounts Payable & Vendor Support	Accounts Payable Specialist	9/5/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, September 12 , 2023

Hiring - Non Licensed

Mary Smith	Justice Page Middle	Associate Educator	8/31/2023
Richard Somaiah	Minneapolis Kids	Program Coordinator, Minneapolis Kids	8/28/2023
Anna Sommers	Justice Page Middle	Special Education Assistant	8/31/2023
Daisy Souther	Minneapolis Kids	Child Care Assistant	9/8/2023
Michelle Staack	Strategic Initiatives	Management Analyst	8/7/2023
Robert Stack	Check and Connect	Student Support Specialist	8/23/2023
Melanie Steinborn	Pillsbury Elementary	Associate Educator (Interventionist)	8/31/2023
Aja Stewart	Henry High	Special Education Assistant	8/31/2023
Calvin Streit	Olson Middle	School Success Program Assistant	8/31/2023
Katie Stroad	CWS, Site Group 2 - Northeast	School Cook	8/22/2023
Jamesia Sullen	Jenny Lind Elementary	Associate Educator	8/31/2023
Mara Sullivan	Anishinabe Academy Elementary	Associate Educator	8/31/2023
Cindy Sundberg	Lake Nokomis Wenonah Elementary	Associate Educator (Interventionist)	8/31/2023
Davonne Taylor	Henry High	Special Education Assistant	8/31/2023
Macenna Templeton	Nellie Stone Johnson Elementary	Associate Educator (Interventionist)	8/28/2023
Karen Tennis	Northrop Elementary	Associate Educator (Interventionist)	8/31/2023
Munawara Tesso	Loring Elementary	Special Education Assistant	8/31/2023
Chanel Thomas	Ella Baker PK-8	Special Education Assistant	8/31/2023
Rachael Thomatz	Bancroft Elementary	Associate Educator	8/31/2023
Paige Tighe	KBEM Radio	Digital & Social Media Comm. Spec.	8/7/2023
Treya Timmreck	Engineers, Zone 1	Custodian	8/23/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, September 12 , 2023

Hiring - Non Licensed

Karl Triebenbach	Northrop Elementary	Associate Educator (Interventionist)	8/31/2023
Amanda Turbett	Indian Education	School Success Program Assistant	9/5/2023
Jennifer Vandomelen	Sanford Middle	Special Education Assistant	8/31/2023
Carolyn Vang	Hmong International Academy Elementary	Associate Educator (Interventionist)	8/31/2023
Jessie Vang	Early Childhood Education Preschool	Associate Educator	8/31/2023
Joseph Vaughan	Bryn Mawr Elementary	Special Education Assistant	8/31/2023
Dahlia Vazquez	MPS Online 6-12	Special Education Assistant	8/31/2023
Lance Villebrun	Anishinabe Academy Elementary	Special Education Assistant	8/31/2023
Meryt Watkins-Wright	Washburn High	Special Education Assistant	8/31/2023
Courtney Wheeler	Washburn High	Office Specialist	8/23/2023
Autumn White	Transition Plus	Associate Educator	8/31/2023
Nicole White	KBEM Radio	Associate Educator	8/8/2023
Sarah Wicklund	Hall Academy Elementary	School Success Program Assistant	8/7/2023
Addie Wigg	Sanford Middle	Associate Educator (Interventionist)	8/28/2023
Jordan Willauer	Bancroft Elementary	Associate Educator (Interventionist)	8/31/2023
Kimberly Willemsen Wolffe	Seward Elementary	Associate Educator (Interventionist)	8/28/2023
Jamie Williams	Engineers, Zone 1	Custodian	8/9/2023
Kristopher Winkelman	Roosevelt High	School Success Program Assistant	9/6/2023
Ka Xiong	Webster Elementary	School Secretary	8/14/2023
Teagan Yedica	Webster Elementary	Associate Educator (Interventionist)	8/31/2023
Alexander Zeck	Olson Middle	Security Monitor	8/31/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, September 12 , 2023

Hiring - Non Licensed

Ann Zenor	Justice Page Middle	Associate Educator (Interventionist)	8/31/2023
Erik Zepeda	Pillsbury Elementary	Associate Educator (Interventionist)	8/31/2023
Geoffrey Zieska	Transition Plus	Special Education Assistant	8/31/2023

Discharges

Licensed

Non-Licensed

Custodian	08-31-2023	2023-09-ER-2023
Custodian	08-18-2023	2023-09-ER-5710
Custodian	09-01-2023	2023-09-ER-5662
Custodian	08-18-2023	2023-09-ER-5819

Probationary Separations

Licensed

Teacher	06-30-2023	2023-09-ER-5827
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Licensed, Staff Reduction

Non-Licensed

Custodian	08-12-2023	2023-09-ER-5836
DCC Specialist	08-29-2023	2023-09-ER-5840
Custodian	08-12-2023	2023-09-ER-5834
Custodian	08-12-2023	2023-09-ER-5835
Security Monitor	09-11-2023	2023-09-ER-5849

Non-Licensed, Staff Reduction

Licensed, Discontinuance of Contract

Layoffs

Licensed

Non-Licensed

Administrative Contract Non-Renewals



MINNEAPOLIS
PUBLIC SCHOOLS

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MAS-14089 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 FreshPoint Bix Produce Company, LLC. “Contractor” (collectively “parties”) to provide Bid and Supply FFVP applicable products for SY24. at Culinary and Wellness Services.

1 TERM OF CONTRACT

- 1.1 This Contract is effective on 07/01/2023 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2024., 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.



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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 \$300,000.00. Contractor/Vendor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment*

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

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

3.3 *Taxes.*

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

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

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

4 INSPECTION OF GOODS & REJECTION

4.1 District is entitled to inspect the Goods upon delivery. If the Goods do not conform to the specifications under this contract, District must reject them at the time of delivery up to ten (10) business days from the date of delivery. If District has not rejected the Goods within ten (10) business days from the date of delivery, District shall have waived any right to reject that specific delivery of Goods.

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

5 RISK OF LOSS

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

6 TITLE

6.1 Title to the Goods will remain with the Contractor until District accepts delivery.

7 FORCE MAJEURE

7.1 Non-delivery or default of this Contract 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 Contractor's control shall be notified to District immediately upon realization that it will not be able to deliver the Goods as promised. Upon such notice, Contractor will be excused from performance under this Contract for so long as such occurrences continue. Either Party may terminate this Contract 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 Contract 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 Contracts, 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 reasonable attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions in connection with the performance of its obligations in the Contract or in connection with Contractor's breach of warranties made by Contractor in this Contract. The foregoing Contract to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the negligent, intentional, willful, or wanton acts of District or its board, officers, students, employees or agents. 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 Contract approved by the District.

17 LIMITATION ON LIABILITY

- 17.1 In no event shall either party be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of this Contract.

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 for work or services 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 contactor. 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, upon reasonable notice and at District's expense, to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor 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



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Division: Culinary and Wellness Services
Attn: Aaron Krulc
1250 W Broadway
Minneapolis, MN 55411
Email: Aaron.Krulc@mpls.k12.mn.us

CONTRACTOR

NAME: Steve Pagel.
Address: 3060 Centerville Rd, Little Canada MN 55117.
Phone: 651-487-8000
Email: SPagel@bixproduce.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



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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 Contract, 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, in each case, subject to and in accordance with the terms of Sections 16.1 and 17.1.. 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:
(Printed) _____

Title: _____

Date: _____

CONTRACTOR: FreshPoint Bix Produce Company, LLC

Signature: Russ Heath

Name:
(Printed) RUSS HEATH

Title: VP OF SALES

Date: 8/23/23



EXHIBIT A: SCOPE OF WORK

Deliverables:

Products applicable to the FFVP according to orders by CWS Staff

Service Outcome:

-

Method of Evaluation

Products delivered to the satisfaction of designated CWS staff.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Net 30

[The remainder of this page intentionally left blank.]



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MINNEAPOLIS
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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 Change Inc “Contractor” (collectively “parties”) to provide, design and provide intensive interventions for students and their families identified as being high risk for school failure District-wide.

TERM OF CONTRACT

1.1 This Contract is effective on September 1, 2023 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30 2024, 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 \$165,000. 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.

7.2 Contractors that provide school-issued devices for student use and directly or indirectly create, receive, or maintain educational data incidental to performing their duties under this Contract shall also sign **Exhibit C** (“Student Data Privacy”). “School-issued devices,” as used herein, refers to hardware or software that is provided to an individual student for that student's dedicated personal use, and includes devices issued through a one-to-one program.

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: Communications

Attn: Sharifa Urey

1250 W Broadway

Minneapolis, MN 55411

Email: Sharifa.urey@mpls.k12.mn.us

CONTRACTOR

Change INC Phone: 651-222-0757

Address: 381 Robie Street East, St. Paul, MN 55107

Email: jnelson@thechangeinc.org

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 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.

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: Ryan Strack

(Printed)

Title: Assistant to the Superintendent & Board

Date: _____

CONTRACTOR NAME

Signature: 

Name: Jody Nelson

(Printed)

Title: Executive Director

Date: 9/7/23

Exhibit A:

Deliverables:

In collaboration with school leadership and support teams, Change Inc. will design and provide intensive interventions for students and their families identified as being high risk for school failure. Additionally, Change Inc. will provide Staff Development focused on removing barriers students face to school success as determined by school leadership at Bryn Mawr, Pillsbury, Marcy, Waite Park and Northeast Middle Schools.

Service Outcome:

Intensive interventions focused on reducing barriers to school success. School administrators or student support teams will determine students at high risk for school failure. They will make contact with the students' parent or guardian to share their concern and to determine whether or not the parent or guardian would like to request services. If the parent or guardian requests services, Change Inc. will contact the parent or guardian to begin services. Change Inc. will provide intensive services designed to support students at high risk of school failure. The specific design of the intensive interventions will be determined by the unique needs of the school setting, the developmental needs of the student population, the cultural make-up of the student body and other relational and systemic contexts. **Staff Development:** At the request of the school principal, Change Inc. will provide staff development designed to increase the relational competency of school staff in removing barriers students are facing to school success. Based on the identified need of students, intensive interventions will be provided at each school site. These interventions may include groups (for example, groups for students experiencing grief and loss), mentoring, conflict mediation, outreach, family support, and juvenile justice system interface. **Volume, Objectives and Performance Measures** will be determined and baselines developed as each school's plan is designed and implemented. **Staff Development** will be made available to the four sites based on the unique needs of the school. **90%** of school staff members will rate themselves as improved in their ability to remove barriers students are experiencing to school success.

Method of Evaluation:

Intensive Interventions baseline objectives and performance measures specific to each school site. Metrics to be utilized may include improved problem-solving and solution-focused skills, improved attendance, reduction in behavioral referrals and suspensions, increased academic performance, increased positive home/community behaviors, increased pro-social relationships, increased self-efficacy. (Responsible person: Jody Nelson, Executive Director, Change Inc.)

Note: MPS will give Change Inc. access to pertinent participant data with parent permission. School staff participating in Staff Development will rate their increased relational competence as a result of the training. (Responsible person: Jody Nelson, Executive Director, Change Inc.).

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Payments will be completed when services are complete.

[The remainder of this page intentionally left blank.]

EXHIBIT C: STUDENT DATA PRIVACY

As used in this exhibit, the term “educational data” shall have the meaning ascribed to it under the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. § 13.32 as amended.

1. Contractor acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the services described in this Contract is subject to the requirements of the MGDPA, Minn. Stat. ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall be subject to all civil remedies available under the MGDPA, Minn. Stat. § 13.08 as amended, for any violation of these obligations.
2. No educational data created, received, maintained, or disseminated by Contractor pursuant or incidental to this Contract shall become or be considered property of the Contractor. Any such educational data shall remain the property of the District.
3. If educational data maintained by Contractor pursuant or incidental to performance of this Contract are subject to a breach of security of the data, as that term is defined by the MGDPA, Minn. Stat. § 13.055 as amended, Contractor shall, upon discovering such breach, provide the District with all information necessary for the District to fulfill its obligations under the MGDPA.
4. Contractor shall not sell, share, or disseminate educational data, except as permitted under the MGDPA, Minn. Stat. § 13.32 as amended, or as part of a valid delegation or assignment of this Contract, if the terms of the Contract permit delegation or assignment. Any assignee or delegee must separately execute this Exhibit and is bound by the same terms.
5. Contractor shall not use educational data for any commercial purpose, including but not limited to marketing or advertising to a student or parent.
 - a. The term “commercial purpose,” does not include providing the specific services agreed upon in this Contract.
 - b. Contractor may use deidentified aggregate information for the purpose of improving, maintaining, developing, supporting, or diagnosing the Contractor’s site, service, or operation, as long as all direct and indirect identifiers have been removed from the data prior to use.
6. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only have access to educational data if authorized.

7. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only be authorized to access educational data if such access is necessary to fulfill their official duties in the performance of this Contract.
8. Unless renewal of the Contract is reasonably anticipated, Contractor shall destroy or return all educational data created, received, or maintained pursuant or incidental to the Contract within 90 days of the expiration of this Contract.
9. Contractor shall abide with all the requirements and restrictions of Minn. Stat. § 13.32, as amended, that pertain to or address technology providers. Contractor shall be considered a “technology provider” for purposes of Section 13.32.

BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE TERMS OF THIS EXHIBIT, THAT THESE TERMS ARE PART OF ITS CONTRACT WITH THE DISTRICT, AND THAT IT AGREES TO BE BOUND BY AND ABIDE BY THESE TERMS.

[CONTRACTOR NAME]

Jo A. Nelson
Signature

Jo A. NELSON
Name

EXECUTIVE DIRECTOR
Title

9/7/23
Date

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
English Learning Center**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and English Learning Center dated 7/11/2023 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and English Learning Center (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and English Learning Center (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2023 through 6/30/2024 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001831

1. *Original contract amount:* \$190,086.96
2. *Accumulative contract amount:* \$263,227.39

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

Section: Section 3.1 Total Obligation: District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$73,140.43. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: The scope of work by English Learning Center has not changed. The dollar amount of contract is increased to continue the adult education services and English language services to the significant adult immigrant population.

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

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

Date: _____

[Click or tap here to enter text.:](#) Our Saviour's Community Services-English Learning Center

Signature:  _____

Name: [Click or tap here to enter text.](#) Michael Huffman

Title: [Click or tap here to enter text.](#) Executive Director at Our Saviour's Community Services

Date: 8/31/23 _____

AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Learning in Style

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and **Learning in Style** dated **7/13/2023** (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and **Learning in Style** (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and **Learning in Style** (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between **7/1/2023** through **6/30/2024** (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001829

1. *Original contract amount:* **\$72,248.97**
2. *Accumulative contract amount:* **\$102,430.10**

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

Section: **Section 3.1 Total Obligation: District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$30,181.13. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.**

Description: **The scope of work by Learning in Style has not changed. The dollar amount of contract is increased to continue the adult education services and English language services to the significant adult immigrant population.**

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: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: _____

Learning In Style School:

Signature: _____

Name: Martha Nemesi

Title: Director, Learning In Style School

Date: _____



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

COMMUNITY PARTNER 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 Minneapolis Youth Coordinating Board, “Contractor” (collectively “parties”).

1. TERM OF CONTRACT

- 1.1. This Contract is effective on September 13, 2023 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2024 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.



MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400001909

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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.

3.2.

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$113,300.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.3. 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.

3.4. 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.

3.5. 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.

- 7.2. Contractors that provide school-issued devices for student use and directly or indirectly create, receive, or maintain educational data incidental to performing their duties under this Contract shall also sign Exhibit C (“Student Data Privacy”). “School-issued devices,” as used herein, refers to hardware or software that is provided to an individual student for that student's dedicated personal use, and includes devices issued through a one-to-one program

8. STUDENT DATA

- 8.1. Contractors who require access to student data agree to the following:
 - 8.1.1. Contractors agree to attend District provided training on data privacy at least one time per year and follow District processes to obtain data.
 - 8.1.2. Contractors will obtain a District release of information on each individual student, and access information solely through the District’s Community Partner Portal. Releases of information are accepted on an ongoing basis.
 - 8.1.3. Contractors needing basic, de-identified and aggregate student data, as defined by the District, must contact Partnership Evaluation (partnership.evaluation@mpls.k12.mn.us). Basic reports are subject to a fee.
 - 8.1.4. Contractors needing data for research or evaluation must contact the District’s Research, Evaluation and Assessment (<http://rea.mpls.k12.mn.us>) and follow the applicable processes. Requests are also subject to a fee.
 - 8.1.5. Contractors applying for grants that need District student data for reporting purposes are required to contact Resource Development and Innovation (<http://rdi.mpls.k12.mn.us>) for a letter of support and approval.
- 8.2. If Contractor has been hired to do work as an agent for the District, Contractor agrees that when it receives data it shall do the following:
 - 8.2.1. Ensure that all student/family information will be treated as confidential information. Such information will not be discussed, shared or released unless needed to perform the task for which Contractor was selected;
 - 8.2.2. Ensure that no copies of data are made. If copies are made, all copies must be shredded or returned to the District;
 - 8.2.3. Establish policies and procedures to protect the confidentiality of the data;

- 8.2.4. Securely destroy all data at the end of the Contract or within one year if the data is needed;
- 8.2.5. Inform the District, in writing, about any data breach that occurs (letter must include specific information about what happened, when, and proposed method for resolving the issue);
- 8.2.6. Allow the district to review and approve any reported results, prior to public distribution.

9. USE OF DISTRICT SPACE

- 9.1. Contractor agrees that if it will be using District space it will obtain a lease, license or permit. If such lease, license or permit is terminated or revoked, the District shall also have the right, at its discretion, to terminate this contract without regard to notices required herein.

10. USE OF DISTRICT NAME OR LOGO

- 10.1. 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.

11. MALTREATMENT OF MINORS REPORTING ACT

- 11.1. Contractor shall comply with all of the provisions of the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556.

12. PROFESSIONAL STANDARDS OF BEHAVIOR

- 12.1. Contractor shall maintain professional standards of behavior under the leadership and guidance of the building principal or site administrator.

13. OWNERSHIP OF MATERIAL

- 13.1. 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.

14. INDEPENDENT CONTRACTOR

- 14.1. 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.
- 14.2. 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 to the extent permitted by law.

15. WORKER HEALTH, SAFETY AND TRAINING

- 15.1. 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.

16. BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

- 16.1. 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.

17. INSURANCE

- 17.1. 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.
- 17.2. 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 Director's and Officer's Errors and Omissions and 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 as the coverage. Contractor shall provide all such certificates to District.
- 17.3. 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.
- 17.4. 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.

18. INDEMNIFICATION

- 18.1. 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. This shall not apply injuries, claims, damages, or loss caused by the intentional, willful, or wanton acts of District.

19. LIMITATION ON LIABILITY

- 19.1. 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.

20. CONFLICT OF INTEREST/CODE OF ETHICS

20.1. 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.

21. COMPLIANCE WITH LAWS AND DEBARMENT

21.1. 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.

22. TERMINATION

22.1. 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 receipt of notice of termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

22.2. 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. In this event, District will not be liable for any amounts; but Contractor shall be liable to District for all losses, damages, and expenses, including, without limitation, the excess cost of recouping similar goods or services; shipping charges for any items District may

at its option return to Contractor, including items already delivered, but for which District no longer has any use because of Contractor's default; and amounts paid by District for any items District has received but returns to Contractor. 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.

- 22.3. 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, equity or statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

23. RETURN OF DATA

- 23.1. 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.

24. RECORDS MANAGEMENT AND MAINTENANCE

- 24.1. 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.

25. NOTICES/ADMINISTRATION

25.1. 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

Name of the District Signer: Rochelle Cox

Title: Superintendent

Email: mpssup@mpls.k12.mn.us

Partner

Name: Minneapolis Youth Coordinating Board (MYCB)

Email: Ann.DeGroot@minneapolismn.gov

Address: 350 South 5th Street, #201, Minneapolis, MN 55415

26. ACKNOWLEDGMENT



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- 26.1. 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.
- 26.2. 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.

27. NON-WAIVER

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

28. ASSIGNMENT

- 28.1. 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.

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

- 29.1. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from time to time. Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, 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.

30. WARRANTY

30.1. 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 to the extent permitted by law. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

31. SEVERABILITY

31.1. 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.

32. SURVIVABILITY

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

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SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name:

Title:

Date: _____

PARTNER

By: Ann Marie DeGroot

Name: Ann Marie DeGroot

Title: Director

Email: Ann.DeGroot@minneapolismn.gov

Phone: 612.673.2060

Date: September 11, 2023



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EXHIBIT A: PROGRAMMING PROVIDED

Description of Program and Delivery:

Trained youth outreach workers from the MYCB will operate inside Patrick Henry School in order to enhance our position school-wide engagement plans and extend them to the trip home. Teams will be made up of four or less youth workers. The team will be in the building over lunch hour and then be with the students as they leave and in the immediate surrounding community (generally 11 am to 4 pm depending on the school time plus 30 minute youth worker debrief at the end of each shift.) The teams will not be MPS employees so therefore they will not be used as student supervisors or expected to act as security for the schools.

Service Outcome:

Increased student engagement by increased quantity and quality of interactions. Decreased referrals/suspensions for issues in the non-classroom areas during the team's shifts. Measured across comparable time periods at the conclusion of the school year.

Method of Evaluation

Number of general engagements- September 2022 and June 2023. Number of interventions in potentially volatile situations- September 2022 and June 2023. Discovery reports on referrals/suspensions- September 2023 and June 2024. Reflections on daily activity- bi weekly summaries.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows: as stated in section 3.1

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EXHIBIT C: STUDENT DATA PRIVACY

As used in this exhibit, the term “educational data” shall have the meaning ascribed to it under the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. § 13.32 as amended.

1. Contractor acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the services described in this Contract is subject to the requirements of the MGDPA, Minn. Stat. ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall be subject to all civil remedies available under the MGDPA, Minn. Stat. § 13.08 as amended, for any violation of these obligations.
2. No educational data created, received, maintained, or disseminated by Contractor pursuant or incidental to this Contract shall become or be considered property of the Contractor. Any such educational data shall remain the property of the District.
3. If educational data maintained by Contractor pursuant or incidental to performance of this Contract are subject to a breach of security of the data, as that term is defined by the MGDPA, Minn. Stat. § 13.055 as amended, Contractor shall, upon discovering such breach, provide the District with all information necessary for the District to fulfill its obligations under the MGDPA.
4. Contractor shall not sell, share, or disseminate educational data, except as permitted under the MGDPA, Minn. Stat. § 13.32 as amended, or as part of a valid delegation or assignment of this Contract, if the terms of the Contract permit delegation or assignment. Any assignee or delegee must separately execute this Exhibit and is bound by the same terms.
5. Contractor shall not use educational data for any commercial purpose, including but not limited to marketing or advertising to a student or parent.
 - a. The term “commercial purpose,” does not include providing the specific services agreed upon in this Contract.
 - b. Contractor may use deidentified aggregate information for the purpose of improving, maintaining, developing, supporting, or diagnosing the Contractor’s site, service, or operation, as long as all direct and indirect identifiers have been removed from the data prior to use.
6. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only have access to educational data if authorized.



7. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only be authorized to access educational data if such access is necessary to fulfill their official duties in the performance of this Contract.
8. Unless renewal of the Contract is reasonably anticipated, Contractor shall destroy or return all educational data created, received, or maintained pursuant or incidental to the Contract within 90 days of the expiration of this Contract.
9. Contractor shall abide with all the requirements and restrictions of Minn. Stat. § 13.32, as amended, that pertain to or address technology providers. Contractor shall be considered a “technology provider” for purposes of Section 13.32.

BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE TERMS OF THIS EXHIBIT, THAT THESE TERMS ARE PART OF ITS CONTRACT WITH THE DISTRICT, AND THAT IT AGREES TO BE BOUND BY AND ABIDE BY THESE TERMS.

[CONTRACTOR NAME]

Ann Marie DeGroot
Signature

Ann Marie DeGroot
Name

Executive Director
Title

September 11, 2023
Date





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SRM: 4400001909

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Now Micro Inc. – Amendment #2**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and **Now Micro Inc.** dated 9/12/2023 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and **Now Micro Inc.** (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and **Now Micro Inc.** (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2023 through 6/30/2026 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: #4400001748

1. *Original contract amount: \$599,357.00*
2. *Accumulative contract amount: \$2,099,357.00*

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

Section: 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 \$2,099,357.00. Contractor/Vendor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: Additional \$100,000 per year till June 2026 to add additional tools to the Varonis product.

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: Justin Hennes

Title: Senior Information Officer

Date: _____

Now Micro Inc.:

Signature: _____

Name:

Title:

Date: _____

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Riverside Plaza Tenants Association**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Riverside Plaza Tenants Association dated 7/11/2023 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and Riverside Plaza Tenants Association (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and Riverside Plaza Tenants Association (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2023 through 6/30/2024 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001830

1. *Original contract amount:* \$314,187.68
2. *Accumulative contract amount:* \$439,169.68

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

Section: Section 3.1 Total Obligation: District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$124,982.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: The scope of work by Riverside Plaza Tenants Association has not changed. The dollar amount of contract is increased to continue the adult education services and English language services to the significant adult immigrant population.

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

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

Date: _____

Riverside Plaza Tenants Asso. / CRAEC:

Signature:  _____

Name: **Seyou Nurie**

Title: **Program Director**

Date: _____

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Summit Academy OIC**

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Summit Academy OIC dated 7/11/2023 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Summit Academy OIC ("Contractor") (collectively "parties").

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Summit Academy OIC ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2023 through 6/30/2024 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001818

1. *Original contract amount: \$183,504.92*
2. *Accumulative contract amount: \$260,161.85*

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

Section: Section 3.1 Total Obligation: District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$76,656.94. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: The scope of work by Summit Academy OIC has not changed. The dollar amount of contract is increased to continue the adult diploma and GED programs to individuals without a secondary credential.

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: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: _____

Summit Academy OIC:

Signature: Abbi Mayland

Name: Abbi Mayland

Title: GED Program Manager

Date: 9/11/2023

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Somali Success School**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Somali Success School dated 7/11/2023 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and Somali Success School (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and Somali Success School (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2023 through 6/30/2024 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001827

1. *Original contract amount:* \$716,191.79
2. *Accumulative contract amount:* \$1,015,372.17

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

Section: Section 3.1 Total Obligation: District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$299,180.38. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: The scope of work by Somali Success School has not changed. The dollar amount of contract is increased to continue the adult education services and English language services to the significant adult immigrant population.

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

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

Date: _____

Click or tap here to enter text.:

Signature:  _____

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

Title: **Click or tap here to enter text.** Chief Executive Officer

Date: August 24, 2023



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

MAS-14085 CONTRACT FOR GOODS – above \$50,000

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and St Paul Beverage Solutions LLC. “Contractor” (collectively “parties”) to provide Fresh milk and juice distribution to CWS sites across the district.

1 TERM OF CONTRACT

- 1.1 This Contract is effective on 07/01/2023 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2024., 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 \$550,000.00. Contractor/Vendor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment*

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

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

3.3 *Taxes.*

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

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

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

4 INSPECTION OF GOODS & REJECTION

4.1 Buyer is entitled to inspect the Goods upon delivery. If the Goods are unacceptable for any reason, Buyer must reject them at the time of delivery or within one (1) business day for defects not readily apparent. If Buyer has not rejected the Goods within these periods, 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: Culinary and Wellness Services

Attn: Aaron Krulc

1250 W Broadway

Minneapolis, MN 55411

Email: Aaron.Krulc@mpls.k12.mn.us

CONTRACTOR

NAME: Robert Lagermeier

Address:

Phone: 651-206-5040

Email: Robert Lagermeier <rlagermeier@spbevso.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



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

MAS-

Page | 9

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:
(Printed) _____

Title: _____

Date: _____

CONTRACTOR St Paul Beverage Solutions

Signature: Bob Lagermeier

Name:
(Printed) Bob Lagermeier

Title: Sr. Sales Support Specialist

Date: 8-18-2023



EXHIBIT A: SCOPE OF WORK

Deliverables:

Fresh milk and juice delivered as ordered by CWS staff.

Service Outcome:

-

Method of Evaluation

Products delivered to the satisfaction of designated CWS staff.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Net 30

[The remainder of this page intentionally left blank.]



Contract for Goods/Supplies/Materials and/or Labor/Installation

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 **Trane U.S. Inc** “Contractor” (collectively “parties”) to provide North High School chillers, startup, mid-season and fall annual service for 2 years and cottonwood screens to **North High School**.

1 TERM OF CONTRACT

- 1.1 This Contract is effective on **8/1/2023** or the date of the last signature of the parties, whichever is later, and shall remain in effect until **12/1/2026**, 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 related to Labor and Installation 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/Trane U.S. Inc. under this Contract, including compensation for goods and/or services, including reimbursable expenses (if applicable), shall not exceed \$1,031,411 Contractor/Trane U.S. Inc 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 MATERIALS AND LABOR

Contractor shall provide and pay for all labor and equipment, including tools, construction equipment, machinery, transportation and all other facilities and services, and all materials necessary for the completion of the Work. All materials shall be good quality and new, unless the Contract Documents require or permit otherwise. Contractor may substitute materials only with the prior written approval of the District. (Check all that apply)

The following materials will not be included in the Contract Price and are the sole responsibility of the District and will not be covered under warranty by Contractor:

_____ or attach annexure.

In addition, the Contract Price shall include the following fixtures:

_____ or attach annexure.

9 LICENSES AND PERMITS

(Check one) Contractor District shall obtain all licenses and permits necessary for proper completion of the Work. (Check one) Contractor District is responsible for the cost of any

necessary permits or licenses.

10 LAWS AND REGULATIONS

Contractor shall perform the Work in a workmanlike manner and in compliance with all applicable federal, state, and local laws, regulations and ordinances, trade standards, ethical guidelines and any safety requirements of District (the “Applicable Laws”). Contractor shall promptly notify District upon discovery of any variance between the Applicable Laws and the Construction Documents.

11 SUPERVISION OF CONSTRUCTION

Contractor shall be solely responsible for and shall supervise and direct all construction under this Agreement. Contractor shall provide competent and suitable personnel to perform the Work and shall at all times maintain good discipline and order at the Property. Contractor will at all times take all reasonable precautions for the safety of its employees and the public at the Property. Contractor agrees to assume full responsibility for the acts, negligence, and/or omissions of its employees and any subcontractors and their employees.

12 RECORD DOCUMENTS

Contractor shall maintain in a safe place at the Property one record copy of all drawings, specifications, addenda, written amendments, and the like in good order and annotated to show all changes made during construction, which will be delivered to District upon completion of the Work. District shall have the right to inspect and review such documents upon notice to Contractor.

13 UTILITIES

(Check one) Contractor District shall pay for all permanent electric, water, phone, cable, sewer and gas service as needed to perform the Work. (Check one) Contractor District shall pay for the installation, connection and removal of all temporary utilities on the Property during the performance of the Work. All temporary utilities shall conform and adhere to the Applicable Laws.

14 HAZARDOUS MATERIALS

Except as otherwise provided in the Contract Documents, Contractor shall be responsible for all Hazardous Materials brought to the Property by Contractor. Hazardous Materials shall include radioactive materials, asbestos, polychlorinated biphenyls, petroleum products, crude oil, flammable materials, chemicals or solvents known to cause cancer or reproductive toxicity, pollutants, contaminants and toxic substances which are restricted, prohibited or regulated by any agency of government in its manufacture, use, maintenance, storage, Ownership or handling. If Contractor discovers any Hazardous Materials on the Property, Contractor shall immediately notify District and may cease working until the material or substance has been rendered harmless. District shall defend, indemnify and hold harmless Contractor, any subcontractors, and their respective agents and employees from and against all claims, damages, losses and expenses, including attorney’s fees, arising out of or resulting from contact with the Hazardous Substance in performance of the Work resulting in bodily injury, illness or death, or injury or property damage, provided such claim, damage,

loss or expense is not the result of any negligent act or omission by the party seeking such indemnity.

15 CONDITION OF THE PROPERTY

Contractor agrees to keep the Property and adjoining driveways free and clear of waste material and rubbish. Contractor shall confine the storage of materials and equipment and the operations of employees to the Property, and shall not unreasonably encumber the Property with materials or equipment. Contractor shall be fully responsible for any damage to the Property or areas contiguous thereto resulting from the performance of the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Property clean and ready for occupancy by District.

16 INSPECTION

District shall have a right to inspect the Work at any time and request that Contractor promptly correct any Work that is defective or does not conform to the Contract Documents. If required, the Work shall be inspected and certified by the appropriate state or local agency or health officer at each necessary stage.

17 SUBCONTRACTS

Contractor shall furnish to District a list of names of subcontractors proposed to perform principal portions of the Work. Contractor shall not employ any subcontractor to whom District reasonably objects. A subcontractor, for the purposes of this Agreement, shall be a person with whom Contractor has a direct contract for work at the Property. All contracts between Contractor and subcontractor shall be in accordance with the terms of this Agreement and the Contract Documents.

18 WORK CHANGES

District reserves the right to order changes to the Work in the nature of additions, deletions or modifications, without invalidating this Agreement, and agrees to make corresponding adjustments in the Contract Price and time of termination if applicable. All changes will be authorized in a written "Change Order" signed by District and Contractor, which shall be incorporated by reference herein.

19 OTHER CONTRACTORS

District reserves the right to enter into other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work shall not be impeded and shall give them access to the Property as necessary to perform their contracts.

20 EXTENSIONS OF TIME

The times stated in this Agreement may be extended for such reasonable time as Contractor may determine when performance of the Work by Contractor is delayed by a Change Order, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties, or other

causes beyond Contractor's control or which justify the delay.

21 INDUSTRY LANGUAGE

The language used for terms of this Agreement, unless otherwise defined, shall be construed according to the customary meaning within the construction industry in the area where the Project is located and for the type of Work being performed.

22 CONFIDENTIALITY (Check one)

- As a result of Contractor's participation in the Work, Contractor will have access and contribute to information and materials of a highly sensitive nature, including Confidential Information. Contractor hereby warrants that Contractor and its employees and agents shall not (without in each instance obtaining the District's prior written consent) disclose, make commercial or other use of, or give or sell to any person, firm, or corporation, any Confidential Information received directly or indirectly from District or acquired or developed in the course of the performance of this Agreement unless: (1) required to do so pursuant to Applicable Laws (and then only after Contractor has given District prompt written notice of the legal compulsion and, at District's expense, provided by District with cooperation in any attempt District may make to gain a protective order acceptable to District); or (2) it is rightfully in the possession of Contractor from a source other than District prior to the time of disclosure of the information to Contractor under this Contract; or (3) it was in the public domain prior to the time of Contractor's receipt; or (4) it became part of the public domain prior to the time of Contractor's receipt by any means other than an authorized act or omission on the part of Contractor; or (5) it is supplied to Contractor after the time of Contractor's receipt by a third party who was not under any obligation to District to maintain such information in confidence; or (6) it was independently developed by Contractor prior to the time of its receipt from District. All Confidential Information, regardless of form, shall be the property of District and shall be returned to District upon its request, or in any event, at the completion or earlier termination of this Agreement.
- Contractor will NOT have access and contribute to Confidential Information.

23 GENERAL TERMS AND CONDITIONS

- a. 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.

24 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

- a. 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.

25 BACKGROUND CHECKS

- a. 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.
- b. 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.

26 DATA PRIVACY

- a. 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.

27 USE OF DISTRICT NAME OR LOGO

- a. 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.

28 INDEPENDENT CONTRACTOR

- a. 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.
- b. 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.

29 WORKER HEALTH, SAFETY AND TRAINING

- a. 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.

30 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

- a. 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.

31 INSURANCE

- a. 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. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards.
- b. 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.
- c. 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.
- d. 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.
- e. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) for any one occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services or work under this Contract.
- f. Contractor shall procure and maintain and shall cause any Subcontractor of the Contractor to procure and maintain, the minimum insurance coverage listed herein. Such coverage shall be procured and maintained with forms and insurers

acceptable to the Company/Client. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- g. A Certificate of Insurance shall be completed by the Contractor's Insurance Agent(s) as evidence that policies providing the required coverage, condition, and minimum limits are in full force and effect and shall be subject to review and approval by the Company/Client prior to commencement of any services under this Contract. The Certificate shall identify this Contract and shall provide that the coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the Company/Client. The Certificate shall name Company/Client, its officers, and its employees as additional insured with respect to the General Liability Insurance.
- h. Failure on the part of the Contractor or Subcontractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material Breach of Contract upon which the Company/Client may immediately terminate this Contract, or at its discretion, the Company/Client may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Company/Client shall be repaid by Contractor to the Company/Client upon demand, or Company/Client may offset the cost of the premium against any monies due to Contractor from the Company/Client.
- i. Company/Client reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Contractor agrees to execute any and all documents necessary to allow the Company/Client access to any and all insurance and endorsements pertaining to this particular job.
- j. Every policy required above shall be primary insurance, and any insurance carried by the Company/Client, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under the policies required above.
- k. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Contract by reason of its failure to procure and maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration or types.
- l. As an independent contractor the Contractor is not entitled to Worker's Compensation benefits under the Company/Client plan. Furthermore, the Contractor is obligated to pay federal and state income tax on any monies' earned pursuant to this contractual relationship.
- m. The parties hereto understand and agree that the Company/Client, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision

of this Contract, the monetary limitation or any other rights, immunities, and protections provided by state and federal laws.

32 INDEMNIFICATION

- a. Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of 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.

33 LIMITATION ON LIABILITY

- a. 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.

34 CONFLICT OF INTEREST/CODE OF ETHICS

- a. 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.

35 COMPLIANCE WITH LAWS AND DEBARMENT

- a. 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.

36 TERMINATION

- a. 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.
- b. 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.
- c. 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.

37 RETURN OF DATA

- a. 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.
- b. 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.

38 RECORDS MANAGEMENT AND MAINTENANCE

- a. 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.

39 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

Attn: Operations Division
Name: Curtis Hartog
Title: Executive Director
Email: curtis.hartog@mpls.k12.mn.us
1250 W Broadway
Minneapolis, MN 55411

Vendor

Name: Trane U.S. Inc.

Attn: Thomas Powell and Adam Matzek

Address: 775 Vandalia Street, Saint Paul, MN 55114



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

40 ACKNOWLEDGMENT

- a. 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.
- b. 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.

41 NON-WAIVER

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

42 ASSIGNMENT

- a. 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.

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

- a. This Contract shall be construed under Minnesota law (without regard for choice of law considerations). 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.

44 WARRANTY

- a. 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.
- b. Contractor warrants that the Work shall be in accordance with the Contract Documents, applicable law and trade standards and free from material structural defects, improper workmanship or defective materials. Contractor shall replace, correct, or repair any Work not in accordance with the Contract Documents, applicable law and trade standards or any defects caused by faulty materials, equipment or workmanship for a period of **1** year(s) from the date of completion of the Work. Nothing in this Section 15 shall be construed to place a time limit with respect to any other obligation Contractor may have under this Agreement.

45 SEVERABILITY

- a. 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.

46 SURVIVABILITY

- a. 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.

SPECIAL SCHOOL DISTRICT NO. 1

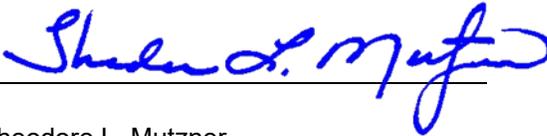
By: _____

Name: Ibrahima Diop
(Printed)

Title: Senior Officer of Finance and Operations

Date: _____

CONTRACTOR NAME

By: * 

Name: Theodore L. Mutzner

(Printed)

Title: Sr. Contract Manager

Date: 8/7/2023

* NOTE: Subject to the Omnia - Racine County Contract # 3341 and Trane's Terms and Conditions as referenced in Trane Proposal dated 6/23/2023.



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

EXHIBIT A: SCOPE OF WORK

Description of Services:

Provide two 500 ton nominal air cooled screw chillers with cottonwood screens and 2 years of start up/shut down and mid season servicing of the chillers. Service and chiller details are provided in Proposal number S2-152371-4342-1

Service Outcome:

Operational chillers for the project

Method of Evaluation:

Confirmation of operations and the 2 year service outcome

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2023-0059
September 12, 2023

Resolution to Approve the Certification of Proposed Property Tax Levies 2023 Payable 2024

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

WHEREAS, final levy certification will be determined at the December 12th board meeting that will include public comments on the levy starting at 6:00 p.m.; and

WHEREAS, the Senior Finance & Operations Officer recommends that the maximum preliminary levy certification be approved by the board and communicated to the county and to the Minnesota Department of Education.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby approves the preliminary 2023 payable 2024 property tax levy at the maximum amount defined on the Levy Limitation and Certification Report.

ADOPTED this 12th day of September 2023.

Sharon El-Amin, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2023-0059)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				