

Regular Business Meeting

Tuesday, October 10, 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. September 12, 2023 Regular Business Meeting
Minutes

4) **Public Comments**

5) **Recess**

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

6)a. Superintendent's Update; 2023-2024 Budget
Investments Update; Site Council Policy
Implementation Update

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
(2023-10-ER-A)

7)a.1.b. Approval of List B personnel matters
(2023-10-ER-B)

7)a.2. Contracts

7)a.2.a. Contract amendment with Canvas Health
(4400001475)

7)a.2.b. Contract amendment with Change Inc
(4400001476)

7)a.2.c. Contract amendment with City of
Minneapolis (4400001178)

7)a.2.d. Contract amendment with Healing &
Restoration Consulting (400001535)

7)a.2.e. Contract with Heartland Business Systems
(2024-4400001939)

7)a.2.f. Contract with Insight Public Sector
(2024-4400001938)

7)a.2.g. Contract with Morcon Construction Inc
(2023-14255)

7)a.2.h. Contract with Now Micro (2023-4400001932)

7)a.2.i. Contract with Rimini Street (2023-
4400000TBD)

7)a.2.j. Contract amendment with Washburn Center
for Children (4400001477)

7)a.2.k. Contract amendment with Watercourse
Counseling Center (4400001478)

7)a.3. Agreements

7)a.3.a. Authorizing lease agreements with PCs for People (2023-0062)

7)a.3.b. Authorizing a lease agreement with Catholic Charities (2023-0064)

7)b. Revision of Policy 3504 (2023-0060)

7)c. Revision of Policy 5201 (2023-0053)

7)d. Resolution for Counting Write-In Votes for School Board Offices (2023-0061)

7)e. Discharging racially restrictive covenants from MPS property titles (2023-0063)

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
SEPTEMBER 12, 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 September 12, 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 member Interim Superintendent Rochelle Cox (1)

APPROVAL OF AGENDA

Beachy moved to approve the agenda.

On a voice vote, the motion to approve 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)

ACCEPTANCE OF MINUTES

Norvell moved to approve the minutes from the August 8, 2023 meeting.

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 presentations on the following topics:

- 2022-2023 Minnesota Comprehensive Assessments (MCA) Data

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 (2023-09-ER-A)
- Approval of List B personnel matters (2023-09-ER-B)
- Contract with BIX Produce Company (2023-14089)
- Contract with Change Inc. (2023-4400001904)
- Amendment to contract 2023- SRM-4400001831 with English Learning Center
- Amendment to contract 2023- SRM-4400001829 with Learning in Style
- Contract with Minneapolis Youth Coordinating Board (2023-4400001909)
- Amendment #2 to contract 4400001748 with Now Micro
- Amendment to contract 2023- SRM-4400001830 with Riverside Plaza Tenants Association
- Amendment to contract 2023-SRM-4400001818 with Summit Academy OIC
- Amendment to contract 2023-SRM-4400001827 with Somali Success School
- Contract with St Paul Beverage Solutions LLC (2023-14085)
- Contract with Trane Co (2023-14215)

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)

Property Tax Levy Pre-Certification (2023-0059)

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)

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 8:03 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=599748>
- Minutes approved: DATE

Attachments: *(added upon approval of minutes)*

- Resolution 2023-0059, Property Tax Levy Pre-Certification

Approvals:

Sharon El-Amin, Chair

Lori Norvell, Clerk

DRAFT



Superintendent's Report

Regular Business Meeting

October 10, 2023

Superintendent Update

Interim Superintendent Rochelle Cox

2023–2024 Budget Investments Update

Intervention Triads- Staffing Reality

As of October 3rd, 2023, there are **14 licensed interventionists** who have been temporarily placed in classroom teaching positions

Bethune	▶	3
Jenny Lind	▶	3
Cityview	▶	2
Anishinabe	▶	1
Folwell	▶	1
Ella Baker	▶	1
Las Estrellas	▶	1
Northeast	▶	1
Longfellow	▶	0.5

Assessment Timeline

FastBridge screeners were administered to students in grades K-9 from **September 5 to October 6**

Individual reports that can be shared with families are made available to schools prior to conferences on **October 18**

Data from screening assessments is **immediately available** for schools to use after the student is assessed

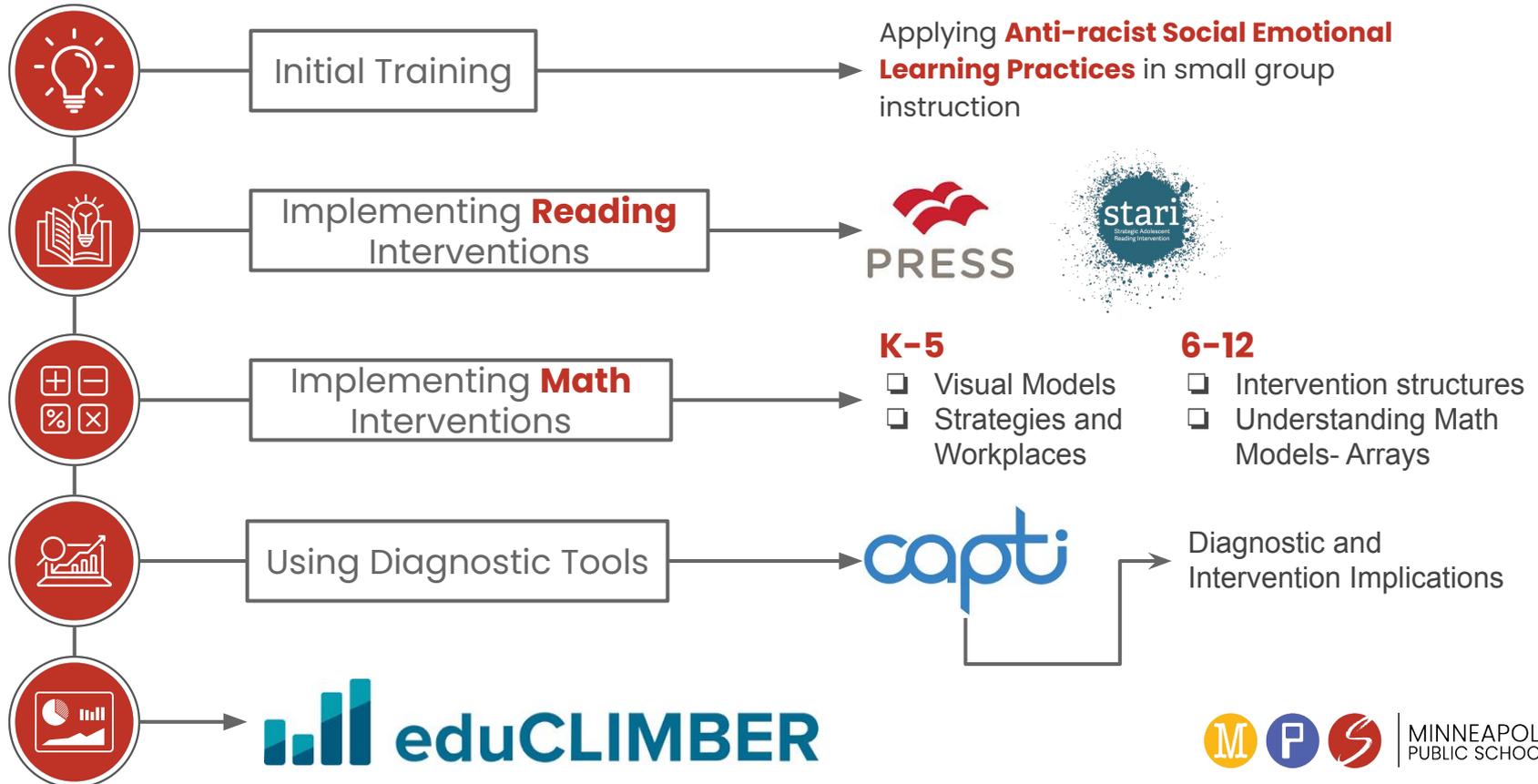
Districtwide summaries of the screening data are created and shared with district leadership within two weeks of the closing of the window (**by October 20**)

Required Fall Assessments

	Reading	Math
Grades K-1	earlyReading*	earlyMath*
Grades 2-5	aReading CBMreading*	aMath
Grades 6-9	aReading	aMath

**Individually administered assessment*

Intervention Triads- Professional Learning



Library Media Specialists

The LMS team welcomed 27 new staff members this year!

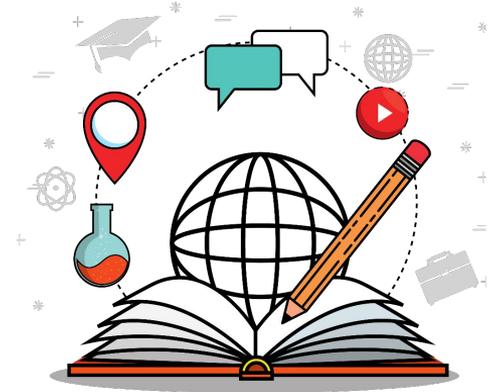
- ❑ Each building has at least a dedicated .5 FTE LMS, many have 1.0 FTE
- ❑ LMS are dedicated to flexible scheduling, co-teaching opportunities, and instruction of research, media & digital literacy skills.

Ongoing Media Center Furniture and Genrefication Upgrades

- ❑ Student centered: soft seating, browser bins, flexible “nomad” carts
- ❑ Finding “good fit books” through Fiction “genre” reorganization & signs
- ❑ Grand reopenings at Anthony MS (10/25) & Justice Page MS (11/17)

Device Rollout and Password Resets

- ❑ LMS across the district have been working tirelessly to get devices into the students’ hands, helping with ongoing password resets, and ensuring all students review and sign the district Technology Use Policy



Advanced Learner Supports

A researched-based, award winning, ELA based curriculum for advanced learners has been purchased from The College of William and Mary and delivered to school sites.

All 3-5 AL Teachers are staffed at the majority of sites and will receive training on the curriculum this week from The College of William and Mary.

Middle Schools are receiving Jacob's Ladder Affective Social-Emotional curriculum to use as an enrichment for Advanced Learners.

Young Scholars program, a qualitative identification process, is being expanded to close the equity gap in identifying advanced learners.

All students in grade 2 will be screened with the CogAT assessment at the end of October.

CogAT testing referral letters will be handed out to **all** students in grades 3-5, this allows parents and teachers to refer students to retake the assessment.



Safety Supports

- All new EMSS positions have been staffed, trained and are deployed to school sites
- Opioid overdose prevention medication training has been delivered to a building leader from each site and is being rolled out to site emergency teams
- Recruiting Licensed Alcohol & Drug Counselor candidates
- Request for Proposals for vape detection systems being finalized and will be posted shortly

Questions

Site Council Policy Implementation Update

Site Council EDIA Project 2021–2022

The Board of Education and Superintendent directed the Accountability, Research, and Equity (ARE) Division to complete an Equity Considerations for Policies on School Site Council to examine the extent to which schools are implementing site councils according to the [MPS School Site Council Policy 1692](#).

EDIA Proposed Steps

- **Revise Policy 1692** with recommended changes
- **Create practices used at both the school and district level** to support schools in the implementation of policy
 - **Formal training for site council members**
 - **Annual training for school leaders** by Communications and Engagement and Associate Superintendents related to leader's role in implementing site council policy at their sites to include:
 - **Recruitment strategies**
 - **Role clarity for leaders and members**
 - **Best practices** related to supporting virtual participation, as well as interpretation and childcare support
- **Develop and implement Accountability structure** for evaluating to what degree schools are implementing Policy 1692 as written

Update on Proposed Steps

- The Board approved the revised [Site Council Policy 1692](#) in November 2022
- Principals received Site Council training in January and September 2023 [Site Council Training](#)
 - The Site Council training is also available to Principals on Sharepoint
- Site Council structure
 - Purpose
 - Activities and duties
 - Membership
 - Protocols
 - Recruitment and facilitation
 - Facilitation resources
 - Expectations
- Principals trained their staff and community February 2023–Ongoing
- Associates have created a spreadsheet tracking schools' progress in the training and implementation of their schools' site council

Update on Proposed Steps

- **Accountability Structure**
 - Associates are required to meet with each Principal at least once a month
 - Site Council is an ongoing agenda item
 - Schools' implementation of their Site Council is documented on a spreadsheet that is monitored by the Senior Officer of Schools
- **Site Council Membership Demographics**
 - There are 17 of the 67 MPS Site Councils that reflect or closely reflect their student demographics
 - Recruitment of BIPOC Site Council members will be an ongoing process

Recruitment Strategies

Parent and Caregiver Recruitment

- Provide all information in multiple languages if necessary for school communities.
- Provide information in written and oral form:
 - Flyers and posters
 - Robocalls
 - Emails
 - Social media posts
- Make sure all staff have the information so they can accurately communicate about it with parents and caregivers.
- It is best practice to provide a yearly calendar with all site council meeting dates.
- Extend personal, strategic invitations based on member representation.

Community Member Recruitment

- Is there a previous parent or community volunteer who would be a good fit?
- Are there representatives from your community partners who would want to participate?
- Is your school co-located with a park or any other organizations that should be included?
- Extend personal invitations.

Questions

Minneapolis Public Schools

List A: All Employees: Tuesday, October 10, 2023

Hiring - Licensed

Angel Aguilar Guerrero	Early Childhood Education Program 1	Teacher, ECFE	10/9/2023
Samuel Agyare	Stadium View	Teacher, Social Studies	9/1/2023
Arisleidi Alfonso	Las Estrellas Elementary	Teacher, B/B (Spanish) Elementary	8/13/2023
Seema Altaf	STEM/CTE	Teacher, Business	9/25/2023
Alyssa Anthony	Bethune Elementary	Teacher, Theatre/Dance	9/18/2023
Kathleen Benson	Pratt Elementary	Teacher, English Second Language	8/13/2023
Helen Benton	North High	Teacher, Building Reserve	9/11/2023
Alyssa Bernett	Loring Elementary	Teacher, Elementary	8/13/2023
Amy Blaubach	Hall Academy Elementary	Teacher, Elementary	10/11/2023
Christopher Brown	Contract Alternatives	Teacher, Special Education	9/5/2023
Laura Bunkowski	Pratt Elementary	Teacher, Art	8/13/2023
Keith Buzzard	South High	Teacher, English	8/13/2023
Nicole Carson	Adult Basic Education	Teacher, Adult Basic Ed	9/18/2023
Ashley Clark-Jackson	Folwell Elementary	Teacher, Elementary	8/28/2023
Morgan Condon	Anwatin Middle	Teacher, English Second Language	9/7/2023
Alex Contreras	Las Estrellas Elementary	Teacher, Special Education	8/13/2023
Emily Cox	Teaching & Learning	Teacher, Music	9/5/2023
Christina Davis	Transition Plus	Teacher, Special Education	8/13/2023
Peter Demaio	Washburn High	Teacher, World Languages (Spanish)	8/29/2023
Kari Dornfeld	Folwell Elementary	Teacher, Special Education	8/13/2023
Heather Dunham-Sunde	Field Elementary	Teacher, Interventionist (Elementary)	10/2/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, October 10, 2023

Hiring - Licensed

Erin Eggenberger	Washburn High	Teacher, Health	9/27/2023
Kaylee Enis	Edison High	Teacher, Science	8/22/2023
Saynab Farah	Heritage Academy High	Teacher, Interventionist (Math)	9/18/2023
Brian Fay	ABE Hourly	Teacher, Adult Basic Ed (Hourly)	8/31/2023
Sally Foslien	Justice Page Middle	Teacher, Special Education	9/20/2023
Kelly Freshwater	FAIR High	Teacher, Library Media Specialist	10/3/2023
Cynthia Garcia Balmaceda	Olson Middle	Teacher, English Second Language	9/18/2023
Raquel Gonzalez	Emerson Elementary	Teacher, Building Reserve	8/22/2023
Robert Gooding	Henry High	Assistant Principal, High School	9/18/2023
Clifford Huff	Adult Basic Education	Teacher, Adult Basic Ed	9/5/2023
Michelle Jessup	Webster Elementary	Teacher, TOSA Administrative	8/13/2023
Jessica Knutson	Occupational, Physical Therapists	Teacher, Physical Therapist	10/9/2023
Daniel Kretchmar	Edison High	Teacher, Science	9/5/2023
Patrick Lane	Contract Alternatives	Teacher, Special Education	9/13/2023
Scot Laudenbach	Olson Middle	Teacher, Social Studies	9/28/2023
Timothy Leistikow	Southwest High	Teacher, TOSA General	2/13/2023
Jennifer Lovestrand	Folwell Elementary	Teacher, Interventionist (Elementary)	8/13/2023
Mavis Mantila	Sanford Middle	Teacher, MS Advanced Learner	7/1/2023
Steven McCormick	Nellie Stone Johnson Elementary	Teacher, Special Education	9/25/2023
Brittany Moffatt	Ella Baker PK-8	Teacher, Interventionist (Elementary)	9/18/2023
Vang Ker Zeng Moua	Henry High	Teacher, Counselor	9/26/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, October 10, 2023

Hiring - Licensed

Cassie Nelson	Northrop Elementary	Teacher, Special Education	10/2/2023
Elliot Nibbs-Kohl	Loring Elementary	Teacher, Elementary	9/25/2023
Morgan Norton	Sanford Middle	Teacher, Math	9/25/2023
Laura Pederson	Pratt Elementary	Teacher, Elementary	8/23/2023
Sara Peterson	Southwest High	Teacher, Science	9/7/2023
Marietta Piazzolla	Ella Baker PK-8	Teacher, Elementary	10/9/2023
Sarita Rabe	Las Estrellas Elementary	Teacher, TOSA Instructional Specialist	8/13/2023
Deandre Raggs	Olson Middle	Teacher, Building Reserve	9/8/2023
Madelyn Rasmussen	Folwell Elementary	Teacher, Elementary	9/18/2023
Elizabeth Rench	South High	Teacher, English Second Language	9/18/2023
Hannah Rivera	GEAR Up	Teacher, Counselor	9/18/2023
Aberdeen Rodriguez	Nellie Stone Johnson Elementary	Teacher, TOSA General	9/18/2023
Yokeisy Rosario Ramirez	Las Estrellas Elementary	Teacher, B/B (Spanish) Elementary	8/13/2023
Erika Ruegemer	Marcy Elementary	Teacher, Theatre/Dance	10/2/2023
Randy Schauer	South High	Teacher, Physical Education	9/11/2023
Erika Schlaeger Dos Santos	Anwatin Middle	Teacher, Art	8/28/2023
Avery Segebarth	Howe Elementary	Teacher, Art	9/7/2023
Micah Smith	Sanford Middle	Teacher, Physical Education	8/13/2023
Abasi Thomas	Heritage Academy High	Teacher, Social Studies	8/13/2023
Brenda Vega Duran	Emerson Elementary	Teacher, B/B (Spanish) Elementary	8/13/2023
Peggy Winchell	Hiawatha Elementary	Teacher, Elementary	6/25/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, October 10, 2023

Hiring - Licensed

Lindsay Ypma	Cityview Elementary	Teacher, Social Worker	8/13/2023
--------------	---------------------	------------------------	-----------

Hiring - Non Licensed

Ahlam Abdi	Sullivan PK-8	Associate Educator	9/19/2023
Sabriin Abdi	Sullivan PK-8	Special Education Assistant	9/19/2023
Khadijo Adan	Hiawatha Elementary	Special Education Assistant	9/11/2023
Abdirashid Ali	MPS Online 6-12	Special Education Assistant	8/31/2023
Raaho Ali	Minneapolis Kids	Child Care Assistant	10/9/2023
Andrew Allen	Washburn High	Special Education Assistant	9/14/2023
Maria Alvarado Barbecho	Bethune Elementary	Associate Educator	9/19/2023
Demeiko Anderson	Engineers, Zone 2	Custodian	9/25/2023
Justin Anderson	Talent Management	Project Manager	9/11/2023
Lashaun Andrews	River Bend Education Center	Special Education Assistant	9/26/2023
Ridwan Aydid	Sullivan PK-8	Associate Educator	9/26/2023
Mikaela Ayim	Youth & Adult Enrichment	Coordinator, Youth & Adult Programs	9/25/2023
Katherine Bandy	Pratt Elementary	Associate Educator	9/27/2023
Juan Barrientos	Emerson Elementary	Special Education Assistant	9/25/2023
Amber Barry	Check and Connect	Student Support Specialist	9/11/2023
Menna Bayeh	Folwell Elementary	Special Education Assistant	9/19/2023
Jasper Becker	Andersen Middle	Associate Educator (Interventionist)	9/11/2023
Ashley Bell	Minneapolis Kids	Family Learning Child Care Worker	9/20/2023
Jelicia Bell	MPS Metro HA	School Success Program Assistant	9/11/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, October 10, 2023

Hiring - Non Licensed

Gabby Benavente	North High	Associate Educator	9/12/2023
Ronaiya Bickham	North High	Special Education Assistant	9/7/2023
Ella Bluhm	Barton Elementary	Special Education Assistant	8/31/2023
Amira Boler	Las Estrellas Elementary	Associate Educator (Interventionist)	8/31/2023
Marques Boswell	CWS, Site Group 2 - Northeast	School Cook	9/11/2023
Rachel Bowman	Ella Baker PK-8	Associate Educator	9/18/2023
Shane Brink	Check and Connect	Associate Educator	9/25/2023
Karecia Bryant	Franklin Middle	Special Education Assistant	10/4/2023
Kayla Buchmann	South High	Special Education Assistant	9/25/2023
Alexis Buck	Minneapolis Kids	Child Care Assistant	9/15/2023
Faiza Busuri	Bethune Elementary	Special Education Assistant	10/2/2023
Courtney Caldwell	Teaching & Learning	K-12 Content Lead	9/27/2023
Maximilian Camacho-Hill	Sanford Middle	Associate Educator (Interventionist)	9/25/2023
Patrick Carpenter	South High	Associate Educator (Interventionist)	9/25/2023
Deron Carrington	Office of the General Counsel	Assistant General Counsel	10/9/2023
Carla Casanova Cortez	Green Central Elementary	Associate Educator	9/25/2023
Tyra Chivers	Bethune Elementary	Associate Educator	9/7/2023
Elizabeth Christensen	Hale Elementary	Associate Educator	9/11/2023
Maya Christensen	Minneapolis Kids	Program Coordinator, Minneapolis Kids	9/18/2023
Jarynn Coker	Loring Elementary	Special Education Assistant	8/28/2023
Shalonda Colbert	Minneapolis Kids	Child Care Assistant	9/11/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, October 10, 2023

Hiring - Non Licensed

Yulianny Colmenarez	Emerson Elementary	Associate Educator (Interventionist)	8/31/2023
Tamela Conley	Sullivan PK-8	Special Education Assistant	8/31/2023
Tiphannie Copeland	Seward Elementary	Special Education Assistant	9/12/2023
Kevin Coughlin	Roosevelt High	Special Education Assistant	10/2/2023
Savoy Davis Hardy	Henry High	Special Education Assistant	8/31/2023
Tracy Devine-Turner	Jenny Lind Elementary	School Secretary	8/31/2023
Edymar Diaz Castro	Green Central Elementary	Associate Educator (Interventionist)	9/26/2023
Claribel Dominguez Palacios	Las Estrellas Elementary	Associate Educator	9/25/2023
Timothy Donaldson	Marcy Elementary	Special Education Assistant	9/14/2023
Natalya Donchenko	Burroughs Elementary	Associate Educator (Interventionist)	8/31/2023
Cameron Dranselka	CWS, Distribution	Warehouse Specialist, Distribution	9/6/2023
Amanda Dudley	Cityview Elementary	Health Services Assistant	9/5/2023
Clara Dunwald	Bryn Mawr Elementary	School Success Program Assistant	9/11/2023
Alicia Dusel-Huerta	Culinary & Wellness Services (CWS)	Supervisor, Food Service Site	9/27/2023
Max Elofson	Washburn High	Special Education Assistant	9/7/2023
Maryam Elsayed	Cityview Elementary	Associate Educator (Interventionist)	8/31/2023
Rayelle Evans-Galyen	Andersen Middle	Special Education Assistant	8/31/2023
Rodney Fair	Northeast Middle	Office Assistant	9/5/2023
Nadrea Favors	Office of Black Student Achievement	Family & Community Liaison (ESP)	10/4/2023
Sara Felien	Minneapolis Kids	Child Care Assistant	9/11/2023
Djazmin Floyd	Franklin Middle	School Secretary	9/20/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, October 10, 2023

Hiring - Non Licensed

Jarrett Folley	Lyndale Elementary	Special Education Assistant	9/11/2023
Ruth Fuentes Garcia	Green Central Elementary	Associate Educator (Interventionist)	7/1/2023
Isabelle Furman	Seward Elementary	Associate Educator (Interventionist)	9/7/2023
Julia Furness Rubio	Division of Academics	Program Coordinator	9/25/2023
Jordan Garcia	High School Specialists	Emergency Mgmt, Safety & Security Spec.	9/11/2023
Chezel Gardner	River Bend Education Center	Special Education Assistant	9/25/2023
Shannon Garwood	Minneapolis Kids	Family Learning Child Care Worker	9/11/2023
Jamie Gates	Seward Elementary	Associate Educator (Interventionist)	8/31/2023
Huda Gelle	Minneapolis Kids	Child Care Assistant	8/28/2023
Josefina Geronimo-Uribe	Seward Elementary	Associate Educator (Interventionist)	8/31/2023
Timothy Gill	High School Specialists	Emergency Mgmt, Safety & Security Spec.	9/11/2023
Bryan Gorman Orozco	Minneapolis Kids	Child Care Assistant	8/28/2023
Byron Graham	Anwatin Middle	Associate Educator (Interventionist)	8/31/2023
Wendy Greelish	Andersen Middle	Associate Educator	9/25/2023
Victoria Green	Marcy Elementary	Family & Community Liaison (ESP)	8/31/2023
Kim Griffin	Engineers, Zone 2	Custodian	10/2/2023
Stefan Gullickson	Pratt Elementary	Associate Educator	9/18/2023
Nayana Gurung	Marcy Elementary	Associate Educator	9/19/2023
Zadye Hakim	River Bend Education Center	Special Education Assistant	9/25/2023
Pierre Hampton	Hall Academy Elementary	Special Education Assistant	9/14/2023
Sheila Harris	Minneapolis Kids	Child Care Assistant	8/31/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, October 10, 2023

Hiring - Non Licensed

Darrion Harrison	CWS, Site Group 1 - Northwest	School Cook	9/29/2023
Katherine Harriss	Sullivan PK-8	Associate Educator (Interventionist)	9/20/2023
Michael Hauge	Howe Elementary	Associate Educator (Interventionist)	9/11/2023
Mikhael Hayes	Engineers, Zone 2	Custodian	10/2/2023
Kimberly Haynes	Office of the General Counsel	Director, Compliance	10/2/2023
Kathryn Hedges	Ella Baker PK-8	Associate Educator	8/31/2023
Desean Henderson	River Bend Education Center	Special Education Assistant	8/31/2023
Oswaldo Hernandez Acevedo	Engineers, Zone 2	Custodian	9/13/2023
Alejandra Hernandez Chavez	Washburn High	Office Specialist	9/18/2023
Kay Higgins	Lake Harriet Upper Elementary	Associate Educator (Interventionist)	9/25/2023
Mariah Hollingsworth	Bryn Mawr Elementary	Associate Educator	8/31/2023
Emma Holloway	Andersen Middle	Associate Educator	9/26/2023
Courtney Holmes	Special Ed Program 1	Director, Special Education Programs	9/11/2023
Carol Howard	Windom Elementary	School Secretary	9/11/2023
Cierra Hurst	Pillsbury Elementary	Associate Educator	8/31/2023
Samsam Hussein	Hale Elementary	Associate Educator	8/31/2023
Kiara Jackson	Hmong International Academy Elementary	Associate Educator	8/30/2023
Valentino Jackson	Henry High	Special Education Assistant	8/23/2023
Mats Jacobsson	Bryn Mawr Elementary	Special Education Assistant	8/31/2023
Soondus Jama	Folwell Elementary	Associate Educator	9/26/2023
Gale Jensen	Southwest High	Special Education Assistant	8/31/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, October 10, 2023

Hiring - Non Licensed

Greg Johnson	South High	Security Monitor	9/26/2023
Keyana Johnson	River Bend Education Center	Special Education Assistant	9/28/2023
Liam Johnson-Odegard	Dowling Elementary	Special Education Assistant	9/11/2023
Constance Jones	Minneapolis Kids	Child Care Assistant	8/23/2023
Justin Jones	Windom Elementary	Special Education Assistant	10/9/2023
Megan Kalapuch	Edison High	Special Education Assistant	8/31/2023
Rayona Kardell	Nellie Stone Johnson Elementary	Special Education Assistant	8/31/2023
Courtney Kellogg	River Bend Education Center	Special Education Assistant	10/2/2023
Kevin Kidimu	Financial Systems	Financial Systems Analyst, Senior	9/18/2023
Matthew Kinzley	CWS, Site Group 5 - Southwest	Food Service Assistant	9/29/2023
Tory Kirby	Bryn Mawr Elementary	Special Education Assistant	9/11/2023
Eric Kjer-Lackey	Roosevelt High	Special Education Assistant	10/2/2023
Shaun Knight	Harrison Education Center	Special Education Assistant	8/31/2023
Ona Knoxsah	South High	School Success Program Assistant	8/22/2023
Anna Knudson	Early Childhood Special Education	Special Education Assistant	9/11/2023
Rachel Knudtson	Hiawatha Elementary	Associate Educator (Interventionist)	8/31/2023
Henason Kollie	Transition Plus	Special Education Assistant	8/31/2023
Robert Kotler	Dowling Elementary	Special Education Assistant	9/25/2023
Megan Kraft	Barton Elementary	Special Education Assistant	9/26/2023
Olga Kravtsov	Speech Language Clinicians	Speech Language Pathology Assistant	9/25/2023
Nora Lahm	Lyndale Elementary	Special Education Assistant	10/9/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, October 10, 2023

Hiring - Non Licensed

David Lindell	CWS, Site Operations	Project Coordinator, Operations	9/27/2023
Samuel Logan	Materials Handling	Supervisor, Warehouse & Distribution	8/29/2023
Aleyda Lopez Guerra	Early Childhood Education Preschool	Associate Educator	8/31/2023
Rachel Los	Jenny Lind Elementary	Associate Educator (Interventionist)	9/7/2023
Malachi Lossow	High School Specialists	Emergency Mgmt, Safety & Security Spec.	9/11/2023
Colleen Lucke	Franklin Middle	Associate Educator (Interventionist)	9/11/2023
Moises Maldonado	CWS, Site Group 2 - Northeast	Food Service Coordinator, Senior	10/2/2023
Kevin Martinez Garrido	Green Central Elementary	Special Education Assistant	9/18/2023
Harrell Mathieu	South High	School Success Program Assistant	8/21/2023
Myles Mcrae	Jenny Lind Elementary	Security Monitor	9/11/2023
Leslie Mejia	Sullivan PK-8	Security Monitor	8/15/2022
Shamariyeh Melton	Edison High	Special Education Assistant	9/6/2023
Christopher Mendez	Olson Middle	School Success Program Assistant	9/5/2023
Aukayla Miller	Minneapolis Kids	Child Care Assistant	9/15/2023
Endiya Miller	River Bend Education Center	Special Education Assistant	10/2/2023
Safia Moalin	Northeast Middle	School Success Program Assistant	9/7/2023
Safia Moallim	Justice Page Middle	School Secretary	10/2/2023
Abdirahman Mohamed	Adult Basic Education	Associate Educator	8/31/2023
Mohamed Mohamed	Adult Basic Education	Associate Educator	10/3/2023
Jesus Montoya Salazar	Bryn Mawr Elementary	Associate Educator (Interventionist)	10/5/2023
Deandre Moore	Harrison Education Center	Special Education Assistant	8/13/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, October 10, 2023

Hiring - Non Licensed

Jayden Moses	Southwest High	Special Education Assistant	10/2/2023
Monica Moua	Hmong International Academy Elementary	Associate Educator	9/19/2023
Atehawung Ndip	Marketing & Communications	Marketing & Communications Spec, Senior	9/11/2023
Regina Neal	Whittier Elementary	Associate Educator (Interventionist)	9/11/2023
Dominique Nellum	Sullivan PK-8	Associate Educator (Interventionist)	9/22/2023
Amy Nelson	Field Elementary	Special Education Assistant	9/26/2023
Dawn Nelson	Northrop Elementary	Associate Educator (Interventionist)	9/11/2023
Keyara Neville	Bethune Elementary	Associate Educator (Interventionist)	9/14/2023
Mackenzie Newkirk	Justice Page Middle	Special Education Assistant	9/11/2023
Angela Noel	Check and Connect	Student Support Specialist	9/26/2023
Terbutto Ochothow	Bryn Mawr Elementary	Special Education Assistant	10/5/2023
Eillenn Oconner Gonzalez	Green Central Elementary	Associate Educator (Interventionist)	9/5/2023
Julia Offerdahl	Howe Elementary	Associate Educator (Interventionist)	9/5/2023
Amira Omar	Special Ed Interpreters	Associate Educator	10/5/2023
Daisy Ortiz	Seward Elementary	Associate Educator	8/31/2023
Safiya Othman	Barton Elementary	Associate Educator (Interventionist)	8/31/2023
Clarisse Paixao	Cityview Elementary	School Secretary	8/28/2023
Carlos Parra Olivera	Andersen Middle	Special Education Assistant	9/1/2023
Medewe Pessang	Folwell Elementary	Associate Educator	8/31/2023
Cole Peterson	Bryn Mawr Elementary	Associate Educator (Interventionist)	9/13/2023
Harlee Peterson	Pratt Elementary	Associate Educator	9/25/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, October 10, 2023

Hiring - Non Licensed

Rachelle Peterson	Sanford Middle	School Secretary	9/18/2023
Aniya Phillips	Webster Elementary	Special Education Assistant	8/31/2023
Katheryne Phillips	North High	Special Education Assistant	8/31/2023
Ivania Pineda Romero	Bancroft Elementary	Associate Educator (Interventionist)	8/31/2023
Genesis Pinto Marchan	Las Estrellas Elementary	Special Education Assistant	9/26/2023
Lourdes Pizha	Las Estrellas Elementary	Associate Educator	8/28/2023
Zoe Plait	South High	Associate Educator (Interventionist)	9/18/2023
Celia Ponce Reyes	CWS, Site Group 2 - Northeast	Food Service Assistant	9/18/2023
Meredith-Ann Price	Pillsbury Elementary	Special Education Assistant	8/31/2023
Marli Rajacich	Field Elementary	Special Education Assistant	9/13/2023
Simone Rask	Office of Black Student Achievement	School Success Program Assistant	9/27/2023
Kaniya Rennels	River Bend Education Center	Special Education Assistant	9/25/2023
Sierra Richardson	CWS, Site Group 2 - Northeast	Food Service Assistant	10/2/2023
Reina Rivera Morales	Engineers, Zone 2	Custodian	9/25/2023
Jasmine Rivers	Bethune Elementary	Special Education Assistant	9/26/2023
Jul Robinson	Folwell Elementary	Associate Educator (Interventionist)	10/2/2023
Yolanda Maria Rodrigues-Henao	Emerson Elementary	Associate Educator (Interventionist)	8/31/2023
Nura Said	Pillsbury Elementary	Associate Educator	9/18/2023
Said Said	Sullivan PK-8	Associate Educator	9/5/2023
Rachel Schmidt	Transition Plus	Special Education Assistant	9/28/2023
Casey Schwarz	Lake Harriet Upper Elementary	Associate Educator (Interventionist)	9/11/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, October 10, 2023

Hiring - Non Licensed

Charon Scroggins	North High	School Secretary, Senior	9/11/2023
Mohamed Sharif	Minneapolis Kids	Child Care Assistant	9/8/2023
Daniel Sigelman	KBEM Radio	Radio Announcer	10/3/2023
Eveline Silva	Lyndale Elementary	Office Assistant	9/18/2023
Linzi Simon	South High	Associate Educator (Interventionist)	8/31/2023
Tyrell Sledge	Henry High	Special Education Assistant	9/29/2023
Anna Sommers	Justice Page Middle	Special Education Assistant	8/31/2023
Juslee Spears-Steeprock	Minneapolis Kids	Child Care Assistant	10/3/2023
Kathryn Spoelstra	Green Central Elementary	Special Education Assistant	9/13/2023
Patrick Stebbings	Field Elementary	Special Education Assistant	10/2/2023
Aja Stewart	Henry High	Special Education Assistant	8/31/2023
Sonja Swanson	Dowling Elementary	Associate Educator (Interventionist)	8/28/2023
Keith Taylor	Loring Elementary	Special Education Assistant	10/2/2023
Octavius Taylor	South High	Security Monitor	10/2/2023
Melissa Tayun-Perez	Las Estrellas Elementary	Associate Educator	8/31/2023
Ryan Tetzloff	South High	Associate Educator	9/26/2023
Jeffrey Tremel	Transition Plus	Associate Educator	10/2/2023
Kelsey Tritabaugh	Anthony Middle	Associate Educator	8/31/2023
Gregory Vanleer	Check and Connect	Student Support Specialist	9/5/2023
Helbert Vega Leon	Seward Elementary	Bilingual Program Assistant	9/6/2023
Rachel Wallner	Marcy Elementary	Associate Educator	9/25/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, October 10, 2023

Hiring - Non Licensed

Robert Washington	South High	Associate Educator	10/2/2023
Shonetta Washington	Franklin Middle	Security Monitor	9/26/2023
Dvajie Whitfield	River Bend Education Center	Special Education Assistant	9/5/2023
Clara Wicklund	Office of the Asst. to the Supt. & Board	Executive Assistant	10/2/2023
Kya Williams	Howe Elementary	Special Education Assistant	10/2/2023
Keisha Wilson	Transition Plus	Associate Educator	9/14/2023
Amanda Winterer	Finance	Project Coordinator, Finance	9/25/2023
Sua Yang	Adult Basic Education	Associate Educator	8/31/2023
Syra Yang	Equity & School Climate	Coordinator, Educational Equity	9/11/2023
Chelsea Yaquinto	Jenny Lind Elementary	Special Education Assistant	9/25/2023
Richard Yin	Seward Elementary	Special Education Assistant	10/9/2023
Mona Yusuf	Dowling Elementary	Associate Educator	10/2/2023
Kaitlin Zurn	Howe Elementary	Health Services Assistant	9/5/2023

Discharges

Licensed

Non-Licensed

Probationary Separations

Licensed

Teacher 10-22-2023 2023-10-ER-5867

Licensed, Staff Reduction

Non-Licensed

Child Care Assistant 09-26-2023 2023-10-ER-5881
Director 09-12-2023 2023-10-ER-5851
Custodian 09-14-2023 2023-10-ER-5856

Non-Licensed, Staff Reduction

Licensed, Discontinuance of Contract

Layoffs

Licensed

Non-Licensed

Administrative Contract Non-Renewals

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Canvas Health**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and **Canvas Health** dated 8/16/2022 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and **Canvas Health**(“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and **Canvas Health** (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 8/16/2022 through 6/30/2023 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001475

1. *Original contract amount: 195,000*
2. *Accumulative contract amount: 396,000*

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

Section: Section 1.1 and 3.1

Description: To provide mental health services to Burroughs, Lucy Laney, FAIR High School, Hale, Field, Lake Harriet Lower, Lake Harriet Upper, Kenny, and Armatage Elementary School through June 30, 2024

Section 3.1: District’s total obligation to Contractor under this Contract, including compensation for goods, services and reimbursable expenses, shall not exceed \$396,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

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

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Ryan Strack

Title: Assistant to the Superintendent & Board

Date: _____

Canvas Health

Signature: _____

Name: Khu Thao

Title: CEO

Date: _____

**Change AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Change Inc.**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Change Inc. dated 8/16/2022 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and Change Inc. (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and Change Inc. (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 8/16/2022 through 6/30/2023 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001476

1. *Original contract amount: \$155,000*
2. *Accumulative contract amount: \$319,000*

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

Section: Section 1.1 and 3.1

Description: To provide mental health services to Edison, Ella Baker, Green Central, Hmong International Academy, Pillsbury, Marcy, Northeast Middle, Waite Park, Las Estrellas, Transition Plus, Stadium View and Anwatin schools through June 30,2024.

Section 3.1: District’s total obligation to Contractor under this Contract, including compensation for goods, services and reimbursable expenses, shall not exceed \$319,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

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

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Ryan Strack

Title: Assistant to the Superintendent & Board

Date: _____

Change Inc.:

Signature: _____

Name: Jody Nelson

Title: Executive Director

Date: _____

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
City of Minneapolis**

This Amendment No. 1, (“Amendment”) dated October 11, 2023 (the “Amendment Effective Date”) is entered into by and between Minneapolis Public Schools Special District #1, with its principal place of business at 1250 West Broadway Ave. Minneapolis, MN 55411-2533 (“District”); and City of Minneapolis through its Health Department School Based Clinics (“SBC or City”) with its principal place of business at 505 Fourth Ave S, Room 520, Minneapolis, MN 55415.

Whereas, District and SBC are parties to the Agreement, District Contract No. SRM: 4400001178 /City Contract No. COM-4398, dated October 5, 2021 (the “Agreement”) for the provision of certain mental health services by SBC to students of Henry, Roosevelt, South, Southwest, and Washburn High Schools;

Whereas, the parties desire to amend the Agreement, District Contract No. SRM: 4400001178 /City Contract No. COM-4398, to increase the District’s total obligation under the Agreement from the original contracted amount of \$60,000 to a new accumulative contracted obligation of \$183,000.

Whereas, the parties desire to amend certain terms and conditions of the Agreement in accordance with this Amendment and agree to new terms and conditions as set forth herein; and

Now, Therefore, the parties mutually agree as follows:

1. To increase District’s total obligation under the Agreement by amending section 3.1 to read as follows

3.1 Total Obligation

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$93,000 each year till June 2024. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: **Ryan Strack**

Title: **Assistant to the Superintendent & Board**

Date: _____

CITY OF MINNEAPOLIS, HEALTH DEPARTMENT

505 S. 4TH AVE. STE 520

MINNEAPOLIS, MN 55415-1321

By: _____

Commissioner of Health

Date: _____

Countersigned:

Finance Officer or Designee

Approved as to form:

Managing Attorney – Civil Client Services

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Healing & Restoration Consulting**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Healing & Restoration Consulting dated 9/13/2022 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and Healing & Restoration Consulting (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and Healing & Restoration Consulting (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 9/1/2022 through 6/30/2023 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 400001535.

1. *Original contract amount: 60000*
2. *Accumulative contract amount: 122,000*

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

Section: Section 0.1 and 2.1

Description: To provide mental health services to Nellie Stone Johnson & Fowell schools through June 30, 2024.

Section 3.1: District’s total obligation to Contractor under this Contract, including compensation for goods, services and reimbursable expenses, shall not exceed \$122,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the the performance of this Contract.

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

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Ryan Strack

Title: Assistant to the Superintendent & Board

Date: _____

Healing & Restoration Consulting:

Signature: _____

Name: Trina Givens-Henry

Title: Executive/Clinical Director

Date: _____



MINNEAPOLIS PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR SERVICES – \$25,000 above

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Heartland Business Systems, LLC “Contractor” (collectively “parties”) to provide DC Router Refresh to Minneapolis Public Schools.

TERM OF CONTRACT

- 1.1 This Contract is effective on 10/10/2023 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 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, provided that Contractor shall make best efforts to reduce timeline impact when Contractor’s performance is delayed due to the actions of a third-party provider, District, or District’s vendors or subcontractors. Contractor agrees to make best efforts 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 \$522,496.22. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in



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: 440000xxxx

Page | 1

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 60 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. SRM - 4400001939

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.

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

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRACTOR

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

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this

Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District. SRM - 4400001939

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. SRM - 4400001939

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 negligent, 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. However, under no circumstances shall Contractor's total aggregate liability for indemnification, defense and hold harmless exceed Contractor's insurance coverage in the amount of three million dollars.

15 LIMITATION ON LIABILITY

15.1 In no event shall either party 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



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 440000xxxx

Page | 6

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. SRM - 4400001939

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. Subject to the requirements of Section 2.1, 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. SRM - 4400001939

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: Information Technology
Attn: Justin Hennes
1250 W Broadway
Minneapolis, MN 55411
Email: justin.hennes@mpls.k12.mn.us

CONTRACTOR

Heartland Business Systems, LLC
Phone: (920) 788-7720
Address: 1700 Stephen Street, P. O. Box 347, Little Chute, WI
54140
Attention: Legal Department
Email: legal@hbs.net

ACKNOWLEDGMENT

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



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 440000xxxx

Page | 8

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. SRM - 4400001939

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, together with Contractor's Standard Terms and Conditions, constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. In the event of any direct conflict between this Contract and Contractor's Standard Terms and Conditions, this Contract shall control. 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 Any hardware, software, or parts sold to District may be subject to a warranty made by the manufacturer or other third party to District and, if so, the terms and conditions of such warranty are embodied in other documents. District acknowledges that Contractor is not a party to any such warranty, and that any rights or remedies that District may have pursuant to said warranty are against the manufacturer or other third party directly and is not assertible against the Contractor. 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 provided under this Contract are free from defects in workmanship.



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 440000xxxx

Page | 9

SRM - 4400001939
25.2 The applicable warranty information is set forth at
<https://www.cisco.com/c/en/us/products/warranty-listing.html>

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: Justin Hennes

(Printed)

Title: Senior Information Officer

Date: _____

HEARTLAND BUSINESS SYSTEMS, LLC

Signature:



Name: Jonathan Groh

(Printed)

Title: Staff Attorney

Date: 10-3-2023



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 440000xxxx

Exhibit A:

Deliverables:

All products/services as outlined in SOW – DC Router Refresh

Service Outcome:

Per SOW – DC Router Refresh

Method of Evaluation:

Leadership Evaluation

[The remainder of this page intentionally left blank.]



Statement of Work

Minneapolis Public School District

DC ROUTER REFRESH

E-rate 470 Number: 230021968

SPIN # 143010763

SOW Prepared By:

Rob Williams

Solutions Consultant
Heartland Business Systems
Phone: (612) 276-6363
rwilliams@hbs.net

Gabe Miller

Director of Engineering
Heartland Business Systems
Phone: (417) 294-5587
gmillier@hbs.net

Chris Thurman

PMO Director
Heartland Business Systems
Phone: (920) 687-4725
cthurman@hbs.net



Project Overview

This Statement of Work (“SOW”) reflects the services and material to be provided by Heartland Business Systems, LLC, (hereinafter referred to as “HBS”) for Minneapolis Public School District (hereinafter referred to as “Customer Abrv.” or “Customer”).

HBS is partnering with Minneapolis Public Schools to assist with the implementation of newly acquired Cisco Catalyst 8500 routers to replace existing routes in each of the customers (2) two Data Centers.

Customer has engaged HBS to provide a Data Center Router technology refresh of their existing Data Centers in their current environment. Customer has purchased (4) four Cisco Catalyst 8500-12X4QC Edge platform routers. Customer expects that HBS will review a sample of existing configurations for Data Center Routers and develop a “golden configuration” template to be used to deploy routers included in this scope. Customer will physically replace the Catalyst routers and address copper/fiber patching with HBS supporting cutovers to new hardware remotely.

Project Scope

HBS will provide the following services (hereinafter referred to as the “Scope”):

Timeline

This project is expected to take up to 2 weeks to complete from the project kickoff. If an extension to the project timeline is required, the parties shall utilize the Change Order process.

In Scope

Data Center Routers Installation

- Planning
 - Review existing router configuration
 - Develop “Best-Practices configuration for each of the (4) four Data Center routers
 - Plan cutover and maintenance window where applicable
 - Review final design for customer sign-off
- Device Preparation
 - Unbox and stage equipment
 - Upgrade firmware to latest recommended release
 - Stage configuration
 - Configure routers based on “best practice golden configuration”
- Installation
 - Rack equipment - Customer
 - During maintenance window cut-over to new routers - Customer
 - HBS and customer to validate following cutovers
 - HBS is planning (1) one cutover per Data Center for a total of (2) two cutovers
- Validation
 - Test basic network connectivity
 - Verify uplinks are operational
 - Verify network management of installed equipment is functional



- Troubleshoot and remediate any network issues pertaining to installed equipment, including physical cabling issues, configuration issues on install equipment
- Documentation and Training
 - Provide documentation spreadsheet of all installed hardware/software systems
 - Provide logical and or physical network diagram pertaining to installed equipment as a Visio
 - Provide customer with knowledge transfer of network implementation including answering questions on configuration

Project Management

- Primary Customer point of contact for project-related matters
- Project kickoff and planning
- Scheduling coordination and resource management
- Regular status reports including accomplished, up next, issues, risks, changes, and action items

Out of Scope

Any work or material not specifically identified in this document is not included in this Agreement. The out-of-scope items shall include the following:

- Ongoing software upgrades of routing hardware following initial deployment
- Ongoing software upgrades following initial deployment
- Disposal/recycling of old network equipment unless explicitly stated in In Scope objectives
- End-point device migration or device IP addressing unless explicitly stated in In Scope objectives
- Reconfiguring of existing network devices such as router, switches, firewalls or wireless not explicitly stated in this scope of work
- Additional server configuration for services such as DNS, DHCP
- Setup, installation or configuration of Network Management or Network Monitoring

Additional Requirements and Conditions

- HBS and Customer will both ensure that adequate resources, for which each respective party is responsible, are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel. Customer and HBS agree that work shall progress when Customer staff is not available to participate.
- The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors. Any shipping and delivery dates are approximate and are not guaranteed and are subject to the current availability of products from third party vendors, production schedules of third-party vendors, and supply chain delays and shortages, all of which are outside the control of HBS. Such delays may extend the duration of the project and may result in budget impacts and increased time to manage resources against the estimated product delivery. If a delay may impact the project, the parties shall utilize the change order process to address the impacts of such delay.
- Any potential dependencies discovered prior to or during implementation will be communicated to Customer and HBS to determine impact to the timing, scope and pricing for the project, and the parties shall utilize the Change Order process as necessary.



Customer Responsibilities

The items listed below shall be the responsibility of the customer:

- All equipment will be received and stored by the customer
- Assist in testing and validation solution
- Provide access to Cisco smart portal
- Provide a Single Point of Contact with decision making ability to interface with HBS. This person is responsible for signing off on Scope of Work and Change Order documents throughout the project.
- Provide Subject Matter Experts (SMEs) when required by project personnel and/or project activities. If delays in the project timeline are a result of delayed access to SME personnel or any other Customer delays, Customer may be subject to additional charges.
- Provide HBS with access, including all passwords and logins, to required existing network or system assets listed in the scope.
- Provide HBS with proper access and workspace areas at Customer locations that includes internet, physical and remote access to in scope infrastructure or systems.
- Allow the HBS engineer to connect their computer to Customer network to perform their duties. HBS will allow Customer to examine said notebook for current anti-virus software, if needed.
- Allow HBS unescorted access to computer rooms, equipment closets and the general facility. If unescorted access is not available, Customer shall assign access levels appropriately and coordinate escorts.
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS. These shall include but not be limited to software/firmware bugs, vendor engineering support cases, hardware failures, telecommunication circuits, server issues, desktop issues, the acts or omissions of any third party, or any other occurrence not caused by HBS. HBS can assist with these out-of-scope issues through the Change Order process or on a time and materials basis.
- Provide advanced notification of any network outages or changes during the implementation period.
- Assist with the creation of and perform user acceptance testing and post-migration end-point validations.
- Provide 48-hour notification of any schedule changes.
- Assist with the design, testing and validation of the project deliverables.

Deliverables

The following are the deliverables HBS will provide to Customer (hereinafter referred to as “Deliverables”) for this project:

Any change to the Deliverables listed below will require a Change Order.

#	Deliverables
1	As built configurations
2	Regular project status reports

Fixed Fee Pricing

This SOW is fixed fee. Any additional work required under a Change Order will also be billed to Minneapolis Public School District

Service and equipment identified in this SOW do not include any taxes that may be applicable. Any such taxes shall be specified on an invoice as a separate line item.



Minneapolis Public School District agrees to compensate HBS for providing the deliverables as stated in the attached Quote.

Travel Expenses

Travel hours will be charged as Travel-Actual. Out of Market Engineers are allotted \$50/day for food. Hotels generally range from \$100-\$150/day. Flights are based on lowest cost, direct routes.

Project Completion

Project will be considered complete when all Deliverables have been provided to Customer.

Customer will have seven (7) business days to review the Deliverables for the project. If HBS does not receive a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted.

After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered.

Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a Change Order executed by the parties before any such work can be performed. Any additions, deletions, or modifications to the Agreement, regardless of change to project value, require a Change Order.

Terms

Binding Agreement. This SOW describes the professional services and/or products, and results to be provided by HBS. Upon execution, this SOW shall be contractually binding on the parties. The HBS Standard Terms and Conditions are also made part of this Agreement.

Order of Precedence. Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions shall be resolved by giving priority and precedence in the following order:

- Statement of Work
- Standard Terms and Conditions

Work Hours. All professional services work will be completed during the normal business hours of 8:00 am – 5:00 pm Monday - Friday Central Time. Any work occurring after 5:00 pm or before 8:00 am or on weekends is subject to a bill rate of 1.5 times the normal rate, unless the parties agree otherwise in writing. If any change to the above-stated work hours is required, whether due to shipping or delivery delays or any other reason, the parties shall utilize the Change Order process.

General. No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this project and SOW. HBS shall not be responsible for any delay caused by the Customer or its vendors or contractors, equipment or shipping delays, or any other occurrence not caused by HBS.



STATEMENT OF WORK
Minneapolis Public School District – DC Router Refresh

Confidentiality. Each party may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this SOW.



E-RATE 2023 - Cisco Networking - 470# 230021968

Quote #290653 v1

Prepared For:

Minneapolis Public Schools
Justin Hennes
1250 Broadway Avenue
Minneapolis, MN 55411

Prepared By:

Heartland Business Systems
Robert Williams
1700 Stephen Street
Little Chute, WI 54140

Date Issued:

10.03.2023

Expires:

12.31.2023

P: (612) 668-0245

P: (612) 281-3230

E: Justin.Hennes@mpls.k12.mn.us

E: rwilliams@hbs.net

Cisco Routers		Price	Qty	Ext. Price
C8500-12X4QC	Cisco Catalyst 8500-12X4QC Edge Platform	\$56,943.14	4	\$227,772.56
CON-SSSNT-C850QC12	SOLN SUPP 8X5XNBD Cisco C8500-12X4QC S	\$43,044.29	4	\$172,177.16
MEM-C8500-16GB	Cisco C8500 16GB DRAM	\$0.00	4	\$0.00
C8500-ACCKIT-19	Cisco C8500 Accessory Kit - 19" rack	\$0.00	4	\$0.00
C8500-RFID-1R	Cisco C8500 RFID - 1RU	\$0.00	4	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	4	\$0.00
C8000-HSEC	U.S. Export Restriction Compliance license for C8000 series	\$0.00	4	\$0.00
IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	\$0.00	4	\$0.00
PWR-CH1-750WACR	Cisco C8500 750W AC Power Supply	\$0.00	8	\$0.00
DNA-P-T3-A-5Y	Cisco DNA Advantage On-Prem Lic 5Y - upto 10G (Aggr, 20G)	\$26,838.00	4	\$107,352.00
DSTACK-T3-A	Cisco DNA Advantage Stack - upto 10G (Aggr, 20G)	\$0.00	4	\$0.00
NWSTACK-T3-A	Cisco Network Advantage Stack - upto 10G (Aggr, 20G)	\$0.00	4	\$0.00
SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage	\$0.00	4	\$0.00
DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN	\$0.00	4	\$0.00
SC8KAEPUK9-173	UNIVERSAL	\$0.00	4	\$0.00
CAB-L620P-C13-US	Power Cord, 250VAC, 15A, NEMA L6-20 to C13, US	\$0.00	8	\$0.00
SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem	\$0.00	4	\$0.00
			Subtotal	\$507,301.72

Services		Price	Qty	Ext. Price
HBS-FF-PROJECT	Fixed Fee Project - HBS as described in attached SOW - Router Refresh only	\$15,194.50	1	\$15,194.50



Services	Price	Qty	Ext. Price
		Subtotal	\$15,194.50

Non-Returnable/Non-Refundable Language

Cisco/Meraki Note:

Effective January 30, 2022, Cisco Meraki will be aligning to the Cisco Order Cancellation Policy. All new Cisco and Meraki orders submitted for hardware, and any attached software, will be non-cancellable and cannot be modified starting 45 days prior to the current estimated ship date. Meraki license-only orders are not impacted by this policy change. Non-cancellable orders are not eligible for RMA credit and are not eligible for an RMA exception.

Quote Summary	Amount
Cisco Routers	\$507,301.72
Services	\$15,194.50
Total:	\$522,496.22

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBS Flex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT.2022.v1.0

Acceptance

Heartland Business Systems

Minneapolis Public Schools

Robert Williams

Signature / Name

10/03/2023

Date

Signature / Name

Initials

Date



1700 Stephen Street
Little Chute, WI 54140
800-236-7914
hbs.net

**HEARTLAND BUSINESS SYSTEMS, LLC
LIST OF EXCEPTIONS**

Heartland Business Systems, LLC's Standard Terms and Conditions ("Standard Terms and Conditions") are incorporated herein by reference and made a part of any agreement between the parties. In the event of any direct conflict between the Standard Terms and Conditions and any other provision, the Standard Terms and Conditions shall control.

Time is not of the essence with respect to the Seller's performance; however, Seller shall make best efforts to reduce timeline impact when Seller's performance is delayed due to the actions of the Buyer or a third party. Seller is unable to guarantee any specific shipping, delivery or other dates.

Seller performs background checks upon the commencement of employment.

The indemnification, hold harmless and defense requirements must be deleted or capped at Seller's insurance coverage in the amount of three million dollars. Seller is unable to provide indemnification, hold harmless or defense related to any product manufactured by a third party, or for any other party's negligence or other actions.

Any hardware, software, or parts sold to Buyer may be subject to a warranty made by the manufacturer or other third party to Buyer and, if so, the terms and conditions of such warranty are embodied in other documents. Buyer acknowledges that Seller is not a party to any such warranty, and that any rights or remedies that Buyer may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against the Seller.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

N/A

[The remainder of this page intentionally left blank.]

22BAKE001 Science and Performance

Contract Sum: \$1,982,900.00

Contractor: MORCON CONSTUCTION COMPANY, Inc.

Project Name and Number

OP#24-2401 Ella Baker Global Studies & Humanities School – Auditorium & Science Classroom Renovations Project.
1200 W 26th Street, Minneapolis, MN 55405

Description

Auditorium & Science Classroom Renovations.

Contract Sum details

Item	Price	Status
Base Bid:	\$1,944,100.00	ACCEPT
Alternate #01: Aud. Lights	\$2,100.00	ACCEPT
Alternate #02: Rm 304 Lights	\$14,300.00	ACCEPT
Alternate #03: Rms 302/334 Lights	\$22,400.00	ACCEPT

Contract Documents

- Cover Page
- AIA Document A101-2017
- AIA Document A101 Exhibit A-2017
- Exhibit B – Project Charter
- Exhibit C – Project Schedule
- AIA Document E203-2013
- AIA Document A201-2017

AIA[®] Document A101[®] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 10th day of October in the year 2023
(In words, indicate day, month and year.)

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

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

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

Morcon Construction Company, Inc.
5151 Industrial Blvd. NE
Fridley, MN 55421

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

Ella Baker Global Studies & Humanities School – Auditorium & Science Classroom
Renovations Project
1200 W 26th Street, Minneapolis, MN 55405

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

DLR Group, Inc.
520 Nicollet Mall
Suite 200
Minneapolis, MN 55402

The Owner and Contractor agree as follows.

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

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

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

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

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

Established as follows:

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

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

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

§ 3.3 Substantial Completion

§ 3.3.1 The Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:29:40 CT on 09/21/2023 under Order No.4104240957 which expires on 03/15/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA3C)

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

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

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

(Table Deleted)

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

(Table Deleted)

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

(Paragraph Deleted)

(Table Deleted)

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

(Paragraph Deleted)

(Table Deleted)

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

(Paragraph Deleted)

(Table Deleted)

§ 4.5 Liquidated damages

Contractor and Owner recognized that time is of the essence for the Project and the Owner will suffer financial loss if the Work is not completed in the time specified in the Contract Documents. The parties also recognized the delays, expenses, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as penalty), Contractor shall pay Owner \$1,000.00 per calendar day for each day that expires after the time specified for Substantial Completion in EXH-D Project Schedule until such time the Work is determined to be substantially complete by the Owner.

(Paragraph Deleted)

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

(Paragraph Deleted)

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

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

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

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

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

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

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:29:40 CT on 09/21/2023 under Order No.4104240957 which expires on 03/15/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA3C)

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

§ 5.1.7 Retainage

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

(Paragraph Deleted)

5% (five percent)

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

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

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

(Paragraph Deleted)

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

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.
- .3 all lien waivers and IC134 forms have been delivered to the Owner.

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

§ 5.3 Interest

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

(Paragraph Deleted)

§ 5.4 Prompt Payment to Subcontractors

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

§ 6.1.1 Mediation

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

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

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

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

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

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

§ 8.3 The Contractor’s representative:

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

Tony Peterson - VP
Morcon Construction Company, Inc.
5151 Industrial Blvd. NE
Fridley, MN 55421

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

§ 8.5 Insurance and Bonds

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

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

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

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

§ 8.7 Other provisions:

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

Floor plans, designs, wiring, safety and security measures shall be kept confidential by the Contractor, the Subcontractors, the Sub-subcontractors (of any tier) during and after completion of the Work.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

January 31, 2020

- .5 Drawings

Number	Title	Date
--------	-------	------

- .6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

- .7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Paragraphs Deleted)

EXH-B Project Charter
(Paragraph Deleted)

EXH-C Owner Insurance
EXH-D Project Schedule

(Paragraph Deleted)

(Table Deleted)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

TONY PETERSON, VICE PRESIDENT
(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:29:40 CT on 09/21/2023.

PAGE 1

AGREEMENT made as of the 10th day of October in the year 2023

...

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

...

Morcon Construction Company, Inc.
5151 Industrial Blvd. NE
Fridley, MN 55421

...

Ella Baker Global Studies & Humanities School – Auditorium & Science Classroom Renovations Project
1200 W 26th Street, Minneapolis, MN 55405

...

DLR Group, Inc.
520 Nicollet Mall
Suite 200
Minneapolis, MN 55402

PAGE 2

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

...

~~§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the~~ The Contractor shall achieve Substantial Completion of the entire Work:

PAGE 3

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

...

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

...

Portion of Work	Substantial Completion Date
------------------------	------------------------------------

...

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

...

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

...

Item	Price
-------------	--------------

...

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

...

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

...

Item	Price	Conditions for Acceptance
-------------	--------------	----------------------------------

...

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

...

(Identify each allowance.)

...

Item	Price
-------------	--------------

...

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

...

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

...

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

...

§ 4.5 Liquidated damages, if ~~any: damages~~

PAGE 4

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

...

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

...

Owner.

...

§ 4.6 Other:

...

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.) After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the Contract time specified in the Contract Documents, the contractor shall pay the Owner \$1,000.00 per day that expires after the time specified in the Contract Documents for Final Completion and readiness for Final Payment until the Work is completed.

...

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month~~, or as follows:

...

month.

...

~~§ 5.1.3 Provided that When an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 45 (forty-five) days after the Architect receives the Application for Payment.~~

...

(Federal, state or local laws may require payment within a certain period of time.)

...

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

PAGE 5

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

...

5% (five percent)

...

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

...

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.) Prior to Substantial Completion and at the discretion of the Owner, retainage may be reduced. If the Work has been 50% completed as

...

~~§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include~~

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

...

(Insert any other conditions for release of retainage upon Substantial Completion.)

...

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

PAGE 6

.3 all lien waivers and IC134 forms have been delivered to the Owner.

...

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than ~~30~~ 45 days after the issuance of the Architect's final Certificate for ~~Payment, or as follows: Payment.~~

...

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

...

(Insert rate)

...

§ 5.4 Prompt Payment to Subcontractors

...

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

an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the party responsible for payment shall pay the actual penalty due to the party requesting payment.

...

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

...

§ 6.1.1 Mediation

...

the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. Either the Owner or the Contractor may request mediation of any Claim submitted to the Architect for decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect at the date of this contract. The request for mediation shall be made in writing to the American Arbitration Association and to the other party of this contract.

...

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

...

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.) If the Claim is not resolved by mediation, the Architect's action shall become final and binding thirty (30) days after termination of the mediation proceedings. Within the time period, the Owner and Contractor may request Binding Dispute Resolution.

...

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

PAGE 7

[] Litigation in a court of competent jurisdiction

...

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

...

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

...

Tony Peterson - VP
Morcon Construction Company, Inc.
5151 Industrial Blvd. NE
Fridley, MN 55421

PAGE 8

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

Floor plans, designs, wiring, safety and security measures shall be kept confidential by the Contractor, the
Subcontractors, the Sub-subcontractors (of any tier) during and after completion of the Work.

...

January 31, 2020

PAGE 9

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

...

~~[]~~ AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:

...

[EXH-B Project Charter](#)

...

~~(Insert the date of the E204 2017 incorporated into this Agreement.)~~

...

[EXH-C Owner Insurance](#)

...

[EXH-D Project Schedule](#)

...

[] ~~The Sustainability Plan:~~

...

Title

Date

Pages

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:29:40 CT on 09/21/2023 under Order No. 4104240957 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Project Manager - CPCM Minneapolis Public Schools

(Title)

September 21, 2023

(Dated)



AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 10 day of October in the year 2023
(In words, indicate day, month and year.)

for the following **PROJECT:**
(Name and location or address)

Ella Baker Global Studies & Humanities School – Auditorium & Science Classroom Renovations Project
1200 W 26th Street, Minneapolis, MN 55405

THE OWNER:
(Name, legal status and address)

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

THE CONTRACTOR:
(Name, legal status and address)

Morcon Construction Company, Inc.
5151 Industrial Blvd. NE, Fridley, MN 55421

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER’S INSURANCE**
- A.3 CONTRACTOR’S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER’S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor’s request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Contractor’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

§ A.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the types and limits of insurance as defined in EXH-C Owner Insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits as defined in EXH-C Owner Insurance providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;

Init.

- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits as defined in EXH-C Owner Insurance.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Umbrella coverage as defined in EXH-C Owner Insurance.

§ A.3.2.5 Workers' Compensation at statutory limits for Coverage A as defined in EXH-C Owner Insurance.

§ A.3.2.6 Employers' Liability Coverage B as defined in EXH-C Owner Insurance.

(Paragraph deleted)

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits as defined in EXH-C Owner Insurance.

(Paragraphs deleted)

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits as defined in EXH-C Owner Insurance.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

If Professional Liability insurance is required as part of the Contract, the Contractor shall maintain coverage for one year beyond the date of Substantial Completion.

§ A.3.3.2 The Contractor shall purchase and maintain the types and limits of insurance as defined in EXH-C Owner Insurance.

(Paragraphs deleted)

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:30:59 CT on 09/21/2023.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 10 day of October in the year 2023

...

Ella Baker Global Studies & Humanities School – Auditorium & Science Classroom Renovations Project
1200 W 26th Street, Minneapolis, MN 55405

...

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

...

Morcon Construction Company, Inc.
5151 Industrial Blvd. NE, Fridley, MN 55421

PAGE 2

§ **A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance ~~written on a builder's risk "all-risks" completed value or equivalent~~ policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

PAGE 4

§ **A.3.2.1** The Contractor shall purchase and maintain the ~~following~~ types and limits of insurance as defined in EXH-C Owner Insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

...

~~§ A.3.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than —(\$ —) each occurrence, —(\$ —) general aggregate, and —(\$ —) aggregate for products-completed operations hazard, as defined in EXH-C Owner Insurance providing coverage for claims including~~

PAGE 5

~~§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than —(\$ —) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage, as defined in EXH-C Owner Insurance.~~

~~§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Umbrella coverage as defined in EXH-C Owner Insurance.~~

~~§ A.3.2.5 Workers' Compensation at statutory limits:limits for Coverage A as defined in EXH-C Owner Insurance.~~

~~§ A.3.2.6 Employers' Liability with policy limits not less than —(\$ —) each accident, —(\$ —) each employee, and —(\$ —) policy limit.Coverage B as defined in EXH-C Owner Insurance.~~

~~§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks~~

~~§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$ —) per claim and —(\$ —) in the aggregate, as defined in EXH-C Owner Insurance.~~

~~§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than —(\$ —) per claim and —(\$ —) in the aggregate.~~

~~§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than —(\$ —) per claim and —(\$ —) in the aggregate.~~

~~§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than —(\$ —) per claim and —(\$ —) in the aggregate.~~

~~§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than —(\$ —) per claim and —(\$ —) in the aggregate, as defined in EXH-C Owner Insurance.~~

PAGE 6

If Professional Liability insurance is required as part of the Contract, the Contractor shall maintain coverage for one year beyond the date of Substantial Completion.

~~§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.~~

~~(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)types and limits of insurance as defined in EXH-C Owner Insurance.~~

~~[—] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible,~~

and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- ~~§ A.3.3.2.2 Railroad Protective Liability Insurance~~, with policy limits of not less than ~~(\$)~~ per claim and ~~(\$)~~ in the aggregate, for Work within fifty (50) feet of railroad property.
- ~~§ A.3.3.2.3 Asbestos Abatement Liability Insurance~~, with policy limits of not less than ~~(\$)~~ per claim and ~~(\$)~~ in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- ~~§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all risks" completed value form.~~
- ~~§ A.3.3.2.5 Property insurance on an "all risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.~~
- ~~§ A.3.3.2.6 Other Insurance~~
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

Exhibit B – Project Charter

Project Name and Number

OP#24-2401 Ella Baker Global Studies & Humanities School – Auditorium & Science Classroom Renovations Project.
1200 W 26th Street, Minneapolis, MN 55405

Description

Auditorium & Science Classroom Renovations.

Contract Sum

The Contract Sum shall be \$1,982,900.00.

Alternates

Item	Price	Status
None		
Base Bid	\$1,944,100.00	ACCEPT
Alt #01: Aud. Lights	\$2,100.00	ACCEPT
Alt #02: Rm 304 Lights	\$14,300.00	ACCEPT
Alt #03: Rm 302/314 Lights	\$22,400.00	ACCPEP
TOTAL CONTRACT	\$1,982,900	

Conditions

Item	Price	Conditions for Acceptance
None		

Allowances

Item	Price
None	

Unit Prices

Item	Units and Limitations	Price per Unit	Status

See attached Exhibits:

1. MORCON Submitted Bid Form OP#24-2401
2. DLR Group Recommendation to Award OP#24-2401
3. MPS Notice of Award OP#24-2401
4. Bid Tabulation OP#24-2401



Ella Baker Global Studies & Humanities Magnet School
Auditorium & Science Classrooms Renovations Project

Owner: Minneapolis Public Schools
 MPS #24-2401
Architect: DLR Group
 DLR Group #40-22152-00

	Bidder	Bidder	Bidder	Bidder
Name	Sheehy	MorCon		
Base Bid	\$ 1,953,300.00	\$ 1,944,100.00		
<i>Alt #1 - Aud Lights</i>	\$ 5,000.00	\$ 2,100.00		
<i>Alt #2 - Rm 304 Lights</i>	\$ 16,000.00	\$ 14,300.00		
<i>Alt #3 - Rms 302/334 Lights</i>	\$ 25,000.00	\$ 22,400.00		
TOTAL	\$ 1,999,300.00	\$ 1,982,900.00		
Other Requirements				
Bid Bond	x	x		
Addenda Rec	x	x		
Pre-bid Walk Attendance	x	x		
Bid form 2				
<i>Diversity Req & Reporting</i>	x	x		
Bid Form 3				
<i>Diversity Subcontractor Performance</i>	x	x		
Bid Form 4				
<i>Diverse Vendor Affidavit</i>	x	x		
Affirmative Action	x	x		
Prevailing Wage Certificate	x	x		
Responsible Contractor				
<i>Attachment A</i>	x	x		
<i>Attachment A1</i>	x	x		

Certified By:

Jibril Osman

Jibril Osman, Manager of Procurement, Minneapolis Public Schools

Date: 09/14/2023

Jeffrey Helstrom

Jeffrey Helstrom, Project Management, Minneapolis Public Schools

14Sept23

Date



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

1250 W. Broadway Ave
Minneapolis, Minnesota 55411
Phone: 612-668-5400

09/19/2023

Morcon Construction Co., Inc.
5151 Industrial BLVD
Fridley, MN 55421

Dear Tony Peterson,

Minneapolis Public Schools would like to thank you for submitting your bid for our **OP 24-2401 Ella Baker Global Studies & Humanities School Auditorium & Science Classroom Renovations**. We recognize and value the time and effort you have put forth in preparing a competitive and viable proposal to meet our District's needs.

We are pleased to inform you that **Morcon Construction Co., Inc.** has been selected for the **Ella Baker Global Studies & Humanities School Auditorium & Science Classroom Renovations**, pending Board Approval and negotiations (if needed).

If you have any questions or concerns, please feel free to contact me for information regarding the bid process and procurement information.

We look forward to continuing our mutually beneficial working relation with **Morcon Construction Co.**

Sincerely,

Jibril Osman
interim Procurement Manager
Minneapolis Public Schools
1250 West Broadway Ave.
Minneapolis, MN 55411



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.



DLR Group inc.
a Minnesota corporation
520 Nicollet Mall, Suite 200
Minneapolis, MN 55402

September 21, 2023

Jeff Helstrom
Manager, Capital Planning and Construction
Capital Planning, Construction, & Maintenance
Minneapolis Public Schools
1250 W Broadway Ave, Minneapolis, MN 55411

Re: Ella Baker Global Studies & Humanities Magnet School – Auditorium and Science Classroom Renovations
DLR Group Project No.: 40-22152-00
MPS #24-2401

Dear Jeff:

As the architect for the Ella Baker Auditorium and Science Classroom renovation project, we, DLR Group, recommend that Minneapolis Public Schools **accepts** the base bid and all three alternates by Morcon Construction Co. Inc. in the amounts detailed below:

Base Bid:	\$1,944,100.00
Alt 1:	\$2,100.00
Alt 2:	\$14,300.00
Alt 3:	<u>\$22,400.00</u>
Total	\$1,982,900.00

Sincerely,
DLR Group

Claire Lonsbury, AIA, WELL AP
Project Manager

Encl: 230914_Morcon_EllaBaker.pdf

cc:
Curt Hartog, MPS

ELEVATE *the*
HUMAN EXPERIENCE
THROUGH DESIGN

DOCUMENT 00 41 00

MORCON
BIDDERS NAME CONSTRUCTION CO., INC

BID FORM - Part 1 of 4

Project: Ella Baker Global Studies & Humanities School
Auditorium & Science Classrooms Renovations
1200 W 26th Street
Minneapolis, MN 55405

To: Minneapolis Public Schools (MPS)
Special School District No. 1
1250 West Broadway Avenue
Minneapolis, MN 55411

Official Publication Number: 24-2401

Architect: DLR Group
520 Nicollet Mall, Suite 200
Minneapolis, MN 55402

BIDDER: MORCON CONSTRUCTION CO., INC.

BASE BID

a. I have examined the work site and the Bidding Documents, and hereby propose and agree to furnish all labor, materials, and equipment required to complete the Work.

b. Base Bid:

Written: ONE MILLION NINE HUNDRED FORTY-FOUR THOUSAND ONE HUNDRED DOLLARS

Numerical: \$ 1,944,100.00

ALTERNATES

a. [Add] Alternate Bid No. 1: If the Owner elects to proceed with Alternate No. 1, adding two (2) recessed lights to the underside of the Auditorium balcony as shown on E1.1 and specified in the Electrical Fixture Schedule on drawing E1.4, add the sum.

Written: TWO THOUSAND ONE HUNDRED DOLLARS

Numerical: \$ 2,100.00

b. [Add] Alternate Bid No. 2: If the Owner elects to proceed with Alternate No. 2, providing new LED fixtures throughout classroom 304 per note L3 on sheet E1.3, add the sum.

Written: FOURTEEN THOUSAND THREE HUNDRED DOLLARS

Numerical: \$ 14,300.00

DOCUMENT 00 41 00

MORCON
BIDDERS NAME CONSTRUCTION CO., INC.

- c. [Add] Alternate Bid No. 3: If the Owner elects to proceed with Alternate No. 3, providing new LED fixtures throughout classrooms 302 and 334 per notes L3 and L5 on sheet E1.3, add the sum.

Written: TWENTY-TWO THOUSAND FOUR HUNDRED DOLLARS

Numerical: \$ 22,400.00

ADDENDA

- a. I acknowledge receipt of the following Addenda and have incorporated their provisions into the bid.

No. 1 Date 08/24/23 No. 3 Date 09/08/23
No. 2 Date 08/30/23 No. 4 Date 09/12/23

CONTRACT TIME

- a. I agree to substantially complete the Work by **August 16, 2024**

SITE VISIT

- a. I have visited the work site to verify existing conditions in regard to the Contract Documents.

BID GUARANTY PERIOD

- a. I agree to hold these bids open for a period of sixty (60) days after the bid opening. If this bid is accepted within that period, I agree to execute a contract with the Owner, and to furnish a Labor and Materials Payment Bond and a Performance Bond in the full amount of the Contract.

PROJECT LABOR AGREEMENT (See Document 00 73 00, Supplementary Conditions)

- a. If awarded a Contract, all labor employed on the Project will comply with the paying of the Project Labor Agreement (PLA). yes no

BID BOND

- a. I enclose a Bid Bond, certified check, or cashier's check in the amount of two percent (2%) of the maximum bid, payable to AMinneapolis Public Schools@.

EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION (See Appendix to Document 00 21 13, Instruction to Bidders)

- a. I agree to comply with requirements for Equal Employment Opportunity and Affirmative Action.
- b. For construction projects or related materials and supplies over \$10,000 but under \$100,000: I have attached to this Bid Form a compliance statement on my company stationary assuring that the contracting firm is an Equal Opportunity/Affirmative Action Employer. (Failure to respond with this

DOCUMENT 00 41 00

MORCON
BIDDERS NAME CONSTRUCTION CO., INC

information may result in rejection of the Bid Form.)

- c. For construction projects or related materials and supplies over \$100,000:
I have attached to this Bid Form verification of having an Affirmative Action Plan approved by Minneapolis Public Schools. (Failure to respond with this information may result in rejection of the Bid Form.)
- d. To complete this portion of the Bid Form; review, complete as indicated within the documents, and **include with your bid submission** the documents titled Bid Form - Part 2 of 4, Diversity Requirements and Reporting; Bid Form - Page 3 of 4, Diversity Subcontractor Performance; and Bid Form - Page 4 of 4, Diverse Vendor Affidavit.
 - 1) I have attached Part 2 of 4, Diversity Requirements & Reporting. yes no
 - 2) I have attached Part 3 of 4, Diversity Subcontractor Performance. yes no
 - 3) I have attached Part 4 of 4, Diverse Vendor Affidavit. yes no

AFFIRMATIVE ACTION (See to Appendix to Document 00 21 13, Instruction to Bidders)

- a. I have attached the Affirmative Action Bid Statement. yes no

PREVAILING WAGES (See Document 00 73 46, Wage Determination Schedule)

- a. I have attached the Prevailing Wage Certificate. yes no

RESPONSIBLE CONTRACTOR

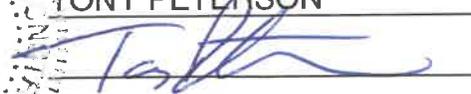
- a. I have attached the Attachment A – Prime Contractor Response yes no
- b. I have attached the Attachment A1 – First Tier Subcontractor List yes no

STATUS OF FIRM

- a. Bidder is: A sole proprietor. A partnership. A corporation registered in the state of MN

SIGNATURE

a. Name: TONY PETERSON Title: VICE PRESIDENT

b. Signature:  Date: 09-14-2023

c. Firm: MORCON CONSTRUCTION CO., INC.

d. Address: 5151 INDUSTRIAL BLVD NE FRIDLEY, MN 55421
(Street) (City) (State) (Zip Code)

e. Telephone: 763-546-6066 Fax: 763-546-3129

f. If a partnership, list name and address of all partners. If a corporation, affix corporate seal and list State of Incorporation.

g. The person signing this form is a person authorized to bind the company they are signing for.

Minneapolis Public Schools
Ella Baker Global Studies & Humanities Magnet School
Auditorium & Science Classrooms Renovations

DLR Group Project #40-22152-00

Rebid Set

August 21, 2023

Addendum #4

September 12, 2023

DOCUMENT 00 41 00

MORCON
BIDDERS NAME CONSTRUCTION CO., INC

END OF DOCUMENT

ATTACHMENT 'A'

LETTER OF ASSENT

MORCON CONSTRUCTION CO., INC. hereby agrees to accept and be bounded by the terms and conditions of the Project Labor Agreement between Minneapolis Public School (SSD#1) and the Minneapolis Building and Construction Trades Council, dated and effective May 11, 2014, with respect to all construction work at the site of the construction and during the course of the construction as those terms are used or defined on the Project Labor Agreement,

MORCON CONSTRUCTION CO., INC.

Contractor Name

5151 INDUSTRIAL BLVD NE

Address

FRIDLEY, MN 55421

City/State

By:  TONY PETERSON

Title: VICE PRESIDENT

Dated: 09-14-2023

Completion Date of Project: _____

DOCUMENT 00 41 00
BID FORM - Part 2 of 4
DIVERSITY REQUIREMENTS AND REPORTING

I understand that diversity is important to Minneapolis Public Schools and that as part of this Bid, I agree that I will, to the best of my ability and if within the project scope, solicit and use diverse vendors where possible. I also understand the key elements of a diversity program and what qualifies as a diverse vendor¹.

- a. My company does not qualify as a diverse vendor; if **yes** skip the remaining questions.
- b. If your company qualifies as diverse, please check all appropriate boxes that pertain to your enterprise certifications.

<input type="checkbox"/> Disadvantaged Business	<input type="checkbox"/> Minority Owned and Controlled
<input type="checkbox"/> Women Owned and Controlled	<input type="checkbox"/> Service Disable Veteran
<input type="checkbox"/> 8A Certified	<input type="checkbox"/> Veteran Owned
<input type="checkbox"/> GBLT Business	<input type="checkbox"/> Emerging Business
<input type="checkbox"/> Small Business	<input type="checkbox"/> Disabled Business
- c. If your company qualifies as a diverse vendor, you must submit your certification, Letter of Good Standing, or an Affirmation Affidavit² as part of your Bid package.
- d. For all Bids, you must complete Part 3 of 4 of the Bid Form, **DIVERSITY SUBCONTRACTOR PERFORMANCE**. The project forecast section must be completed and submitted as part of your Bid.
- e. I agree that 5% of the total Bid value will be held until Part 3 of 4, **DIVERSITY SUBCONTRACTOR PERFORMANCE**, is submitted with the project actual section completed.
- f. **RECORDS MANAGEMENT AND MAINTENANCE** - District shall have the right to inspect and copy all records pertaining to the use and certification of diverse subcontractors to verify Contractor's compliance with the diversity requirements of this Contract.

¹ Please see included document - Diverse Vendor Definitions.

² Please see included documents - Certificate Affirmation Document and/or Vendor Affirmation Document

DOCUMENT 00 41 00
BID FORM - Part 3 of 4
DIVERSITY SUBCONTRACTOR PERFORMANCE

The following are the MBE and/or WBE Subcontractors/Suppliers that we solicited and/or intend to subcontract to or purchase materials from.

The Project Forecast section must be completed as part of your Bid submittal. If no spend is anticipated with Diverse subcontractors, then fill in zero (0) on the first Total Dollar Amount line.

If you are the selected Supplier, the Project Actuals section must be completed and submitted to Minneapolis Public Schools before the final milestone payment is released for payment.

Project Forecast:

Subcontractor/Supplier	MBE/WBE	Trade/Material	Total Dollar Amount
GOPHER STAGE LIGHTING	WBE	THEATRICAL EQUIPMENT	\$ 106,788.00
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

Project Actuals:

Subcontractor/Supplier	MBE/WBE	Trade/Material	Total Dollar Amount
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

DOCUMENT 02 22 20 - ATTACHMENT A - PRIME CONTRACTOR

RESPONSE RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF

COMPLIANCE **ELLA BAKER GLOBAL & HUMANITIES MAGNET**

PROJECT TITLE: SCHOOL RENOVATIONS

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... Any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

(1) The Contractor:

- (i) is in compliance with workers' compensation and unemployment insurance requirements;
- (ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
- (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and
- (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.

(2) The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:

- (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
- (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;
- (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
- (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
- (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
- (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
(7)	All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

<p>Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.</p>
<p>A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.</p> <p>prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.</p> <p>prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.</p>

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,
- 2) I have included Attachment A-1 with my company's solicitation response, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer:



Printed Name:

TONY PETERSON

Title:

VICE PRESIDENT

Date:

09-14-23

Company Name:

MORCON CONSTRUCTION CO., INC.

NOTE: MINN. STAT. § 16C.285, SUBD. 2, (C) IF ONLY ONE PRIME CONTRACTOR RESPONDS TO A SOLICITATION DOCUMENT, A CONTRACTING AUTHORITY MAY AWARD A CONSTRUCTION CONTRACT TO THE RESPONDING PRIME CONTRACTOR EVEN IF THE MINIMUM CRITERIA IN SUBDIVISION 3 ARE NOT MET.

DOCUMENT 02 22 21 - ATTACHMENT A-1 - FIRST-TIER SUBCONTRACTORS

LIST SUBMIT WITH PRIME CONTRACTOR RESPONSE

**PROJECT TITLE: ELLA BAKER GLOBAL STUDIES & HUMANITIES
MAGNET SCHOOL RENOVATIONS**

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

FIRST TIER SUBCONTRACTOR NAMES (LEGAL NAME OF COMPANY AS REGISTERED WITH THE SECRETARY OF STATE)	NAME OF CITY WHERE COMPANY HOME OFFICE IS LOCATED
TWIN CITY ACOUSTICS	PLYMOUTH, MN
ST. PAUL LINO	EAGAN, MN
UNIVERSAL PAINTING	FRIDLEY, MN
GOPHER STAGE LIGHTING	MINNEAPOLIS, MN
MASTER MECHANICAL	EAGAN, MN
NORTHERN AIR ELECTRICAL	VADNAIS HEIGHTS, MN

MINNEAPOLIS PUBLIC SCHOOLS
Special School District No. 1

PREVAILING WAGE CERTIFICATE

CONTRACTOR: SUBMIT THIS FORM WITH THE ORIGINAL COPY OF YOUR BID

Laborers and Mechanics shall be paid according to the Contracts for Public Work, in accordance with Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.250 as amended, and the minimum wage rates and fringe benefits paid to the various classes shall be as determined by the Secretary of Labor of the United States for work in the City. In addition to the certificates and other evidences of compliance which are required under these Specifications and under Minneapolis Code of Ordinances, Section 24.240, it shall be required that the person or company representative submitting a bid for this contract shall certify in writing that both she/he/it and their Subcontractors shall comply with the wage and labor standards provisions of Minneapolis Code of Ordinances, Section 24.200 through 24.250 as amended. Failure to comply with this ordinance shall mean the District may, by written notice to the Contractor, terminate his/her right to proceed with the work and the Contractor and his/her Sureties shall be liable to the District for any excess cost occasioned to the District for the completion of the work.

By submitting this bid, it is understood and agreed that if it is accepted, in whole or in part, by the Minneapolis Public Schools that any work done by the Contractor or by the Contractor's agents or Subcontractors under a contract with the Minneapolis Public Schools shall be in conformity with provisions of Minneapolis Code of Ordinances, Chapter 24, Sections 24.200 through 24.250, or Park Board Code of Ordinances, Chapter 6, Sections PB 6-1 through PB 6-5.


Signature

TONY PETERSON

MORCON CONSTRUCTION CO., INC.

Company Name

RETURN THIS FORM WITH YOUR BID

Morcon Construction Co., Inc.

AFFIRMATIVE ACTION PROGRAMS

**For People of Color, Women and Individuals
with Disabilities**

May 15, 2023 – May 14, 2024

TABLE OF CONTENTS

SECTION NAME	Page
Description of Organization.....	3
Definitions Used in this AAP	3
Assignment of Responsibility for Affirmative Action Program	6
INTERNAL AND EXTERNAL Dissemination of Affirmative Action Policy and Plan	7
Internal Audit and Reporting Systems.....	8
Workforce Analysis	9
Goals and Timetables	9
Problem Area Identification.....	10
Action-Oriented Programs	10
Anti-Harassment Policy.....	14
Problem Resolution Policy	15

DESCRIPTION OF ORGANIZATION

Morcon Construction Co., Inc. is a commercial general contractor engaged in various sized projects in and around the Minneapolis and St Paul, Minnesota area.

Main Address: 5151 Industrial Blvd. NE, Fridley, MN 55421

Key Contact: Lynsey Sahli, Human Resources Manager / lsahli@morcon.com / 612-716-7071

DEFINITIONS USED IN THIS AAP

Individual with a Disability: any person who has a physical, sensory, or mental impairment which “materially” (Minnesota) or “substantially” (federal) limits one or more major life activities or has a record of or is regarded as having such an impairment. "Individual with a Disability" does not include an alcohol or drug abuser whose current use of alcohol or drugs renders that individual a direct threat to property or the safety of others.

American Indian or Alaska Native - a person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

Asian - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American - A person having origins in any of the black racial groups of Africa.

Hispanic or Latino - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

Native Hawaiian or Other Pacific Islander - A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Minority – Any person who identifies as being American Indian or Alaska Native, Asian, Black or African American, Hispanic or Latino, Native Hawaiian or Other Pacific Islander, or in any combination of these identifiers, or someone who identifies as White and as any of the other identifiers.

Job Groups: Although companies are not limited to using these broad job groups as the only means of analyzing their workforce, we use the following as guidelines:

Managers and Administrators: Administrative personnel set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of an organization's operations. This category includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents, and buyers. Unless specifically listed under officials and managers or

craft (skilled), first line supervisors, who engage in the same activities as the employees they supervise, should not be reported under this category.

Professionals and Technicians: Professionals are considered to be persons working in occupations requiring either college graduation or comparable work experience. Technicians are those whose work requires a combination of basic scientific knowledge and manual skills such as can be attained through two-year technical or community college degrees or equivalent on-the-job training.

Sales Workers: Occupations engaged wholly or primarily in direct selling. This includes: advertising agents and sales agents, insurance agents and brokers, real estate agents and brokers, sales agents and sales clerks, grocery clerks, cashiers/checkers.

Office and Clerical: All clerical work regardless of the level of difficulty in which activities are predominantly non-manual (though some manual work not directly involved with altering or transporting the products is included). This includes: bookkeepers, collectors, messengers, and office helpers, office machine operators, shipping and receiving clerks, stenographers, typists, secretaries, and telephone operators.

Skilled Crafts: Manual workers of a relatively high skill level who have a thorough and comprehensive knowledge of the process involved in their work. They exercise considerable independent judgment and usually receive an extensive period of training. This includes: building trades, hourly paid foremen and lead-workers who are not members of management, mechanics and repairmen, skilled machinery occupations, electricians. Exclude learners and helpers of craft workers (apprentices).

Operatives: (Semi-skilled): Workers who operate machines or processing equipment or perform other factory-type duties of an intermediate skill level which can be mastered in a few weeks and requires only limited training. This includes: apprentices, operatives, attendants, delivery and route drivers, truck and tractor drivers, dressmakers, weavers, welders. Include craft apprentices in such fields as auto mechanics, printing, metalwork, carpentry, plumbing and other building trades.

Laborers: (Unskilled): Workers in manual occupations which generally require no special training. They perform elementary duties which may be learned in a few days, and which require the application of little or no independent judgment. This includes: garage laborers, car washers, gardeners, and lumber workers, laborers performing lifting, digging, mixing and loading.

Service Workers: Workers in both protective and no protective service occupations. This includes: attendants, clean-up workers, janitors, guards, police, fire fighters, waiters and waitresses.

Underutilization: The Minnesota Department of Human Rights defines underutilization in a job group if the number of women or people of color in a job group are less than what is expected based on the availability percentage data adopted for the analysis.

The Department uses the "WHOLE-PERSON RULE" in determining underutilization.

Declaration of underutilization does not indicate discrimination has occurred in a company; rather, it is an opportunity to enable a company to apply good faith efforts to ensure equal employment opportunities continually occur in the business.

Equal Employment Opportunity (EEO) Policy

The EEO policy must be signed by the CEO/President or Board Chairperson and then included in the Affirmative Action Plan and posted at all worksites.

Business Name	Morcon Construction Co., Inc.	Date	May 1, 2023
EEO Official, Name	Lynsey Sahli	EEO Official, Title	Human Resources Manager
EEO Official Phone Number	612-716-7071	EEO Official Email Address	lsahli@morcon.com

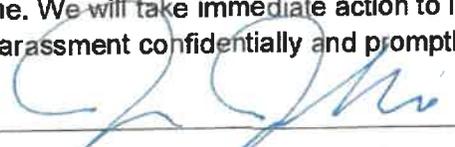
This is to affirm our policy of providing equal employment opportunities to all employees and applicants for employment in accordance with all applicable laws, directives, and regulations of federal, state, and local governing bodies or agencies.

Our organization will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual orientation, gender identity, disability, age, marital status, familial status, membership or activity in a local human rights commission, or status regarding public assistance. We will take affirmative steps to ensure that all our employment practices are free of discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. We will provide reasonable accommodation to applicants and employees with disabilities whenever possible.

We will evaluate the performance of management and supervisory personnel based on their involvement in achieving these Affirmative Action objectives as well as other established criteria. In addition, all employees are expected to perform their job responsibilities in a manner that supports equal employment opportunities.

I have appointed the above-named EEO Official to manage the Equal Employment Opportunity (EEO) program. This person's responsibilities include monitoring all EEO activities and reporting the effectiveness of the business' Affirmative Action program as required by law. I will receive and review reports on the progress of the program. Any employee or applicant may inspect our Affirmative Action Plan and information related to our EEO program during normal business hours. Please contact the EEO Official for further information.

Any employee or applicant for employment who believes they have been treated in a way that violates this policy should contact either the EEO Official or any other management representative, including me. We will take immediate action to investigate and address allegations of discrimination or harassment confidentially and promptly.



 Signature of CEO/President or Board Chairperson
 CEO/President

 Title

Jerry Jullie

 First and Last Name (Please print)
 May 1, 2023

 Date

ASSIGNMENT OF RESPONSIBILITY FOR AFFIRMATIVE ACTION PROGRAM

Lynsey Sahli, HR Manager, is designated as the company's EEO manager and is tasked with monitoring all employment activity to ensure that our EEO/AA policies are being carried out. The EEO/AA manager has been given the necessary staffing and support from senior management to fulfill the duties of the position. These duties include, but are not limited to, the following:

1. Develop an EEO policy statement and Affirmative Action Plan ("AAP") that are consistent with the company's EEO policies and establish our affirmative action goals and objectives.
2. Develop and implement internal and external strategies for disseminating the company's AAP and EEO policies.
3. Conduct and/or coordinate EEO/AA training and orientation.
4. Ensure that our managers and supervisors understand it is their responsibility to take action to prevent the harassment of employees and applicants for employment.
5. Ensure that all minority, female, and disabled employees are provided equal opportunity as it relates to organization-sponsored training programs, recreational/social activities, benefit plans, pay and other working conditions.
6. Implement and maintain EEO audit, reporting, and record-keeping systems in order to measure the effectiveness of our Affirmative Action Plan/Program and to determine whether our goals and objectives have been attained.
7. Coordinate the implementation of necessary affirmative action to meet compliance requirements and goals.
8. Serve as liaison between our organization and relevant governmental enforcement agencies.
9. Coordinate the recruitment and employment of women, people of color, and individuals with disabilities, and coordinate the recruitment and utilization of businesses owned by women, people of color, and individuals with disabilities.
10. Coordinate employee and company support of community action programs that may lead to the full employment of women, people of color, and individuals with disabilities.
11. Keep management informed of the latest developments in the area of EEO.
12. Monitors Field work sites to ensure compliance in the following areas:
 - a. Proper employment of women and people of color
 - b. Proper posting of EEO posters
 - c. Work sites are free of harassment and intimidation.

INTERNAL AND EXTERNAL DISSEMINATION OF AFFIRMATIVE ACTION POLICY AND PLAN

A. Internal Dissemination

1. Our EEO policy statement is included in our employee handbooks.
2. We will publicize our EEO policy in any newsletters, magazines, annual reports, or other media the company utilizes.
3. Schedule special meetings all other employees to discuss the policy and explain individual employee responsibilities;
4. We will discuss the policy thoroughly during both employee orientation and management training programs;
5. If applicable we will meet with union officials to provide notice of our EEO policy and ask for their cooperation in implementing the policy.
6. If applicable we will include non-discrimination clauses in all of our union agreements and review all contractual provisions to ensure they are non-discriminatory.
7. We will publish articles in any company publications covering our EEO programs, progress reports, and the accomplishments of disabled and female employees and employees of color.
8. Our EEO policy statement and non-discrimination posters will be permanently posted and conspicuously displayed in areas available to employees and applicants for employment.
9. When employees are featured in product or consumer advertising, employee handbooks, or similar publications, we will include images of male and female employees, employees of color, and disabled employees.
10. Communicate at least annually to employees the existence of our affirmative action program and make available the elements of its program as well as enable prospective employees to know and avail themselves of all of our program's benefits.
11. All personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes are carefully selected and trained to ensure that the goals and commitments in the company's affirmative action program are implemented.

B. External Dissemination

1. We will notify all recruiting sources of the company's EEO policy, stipulating that these sources actively recruit and refer women and people of color for all positions listed.
2. We will hold formal briefing sessions with representatives from recruiting sources. As an integral part of these briefings, we will include facility tours; clear and concise explanations of current and future job openings; position descriptions; worker specifications; explanations of the company's

selection process; and recruiting literature. We will make formal arrangements regarding applicant referrals, and follow-up with referral sources regarding the disposition of applicants.

3. Any disabled employees who wish to participate in career days, youth motivation programs, and related community activities will be given opportunity to do so.
4. Any recruiting efforts at schools will include specific outreach to disabled students.
5. We will make an effort to participate in work study programs with rehabilitation facilities and schools that specialize in the training or educating disabled individuals.
6. We will use all available resources to continue or establish on-the-job training programs.
7. We will incorporate the equal opportunity clause into all purchase orders, leases, and contracts.
8. We will send written notification of the company's EEO policy to all sub-contractors, vendors, and suppliers, and request cooperative action from them.
9. We will notify community agencies, community leaders, secondary schools, colleges, and organizations that promote women, people of color, and disabled individuals regarding the company's EEO policy.
10. When employees are featured in consumer or help wanted advertising, we will include images of male and female employees, employees of color, and disabled employees.
11. We will communicate the existence of our EEO policy to prospective employees and provide sufficient information to enable prospective employees to avail themselves of the policy's benefits.

INTERNAL AUDIT AND REPORTING SYSTEMS

Our EEO manager has responsibility for implementing and monitoring our affirmative action programs. Department heads, managers, and supervisors are responsible for providing the EEO manager with information and/or statistical data as necessary to measure our good faith efforts to implement our programs. In addition, they are also responsible for submitting formal reports to the EEO Manager on a scheduled basis regarding the degree to which corporate or unit goals are attained, and timetables are met.

At least annually, internal audit reports will be prepared in table format and dated. Data collected for these reports will include applicant flow, new hires, promotions, transfers, and terminations (voluntary and involuntary) by job group. Figures for each personnel process must show a breakdown by sex, minority classification, and disability status. Reports will be disseminated to appropriate levels of management, and any problem areas will be addressed as promptly as possible.

We will preserve all audit data and other applicable documentation and information available as required by law to the Minnesota Department of Human Rights and other government agencies.

Also, once a year we will submit to the Minnesota Department of Human Rights, on or before, the anniversary date of our Workforce Certificate of Compliance, our **Annual Compliance Report** as required under Minnesota Administrative Rule 5000.3580 for the company's regular workforce.

WORKFORCE ANALYSIS

Availability/Utilization/Underutilization Analysis

Job Group	Source of Availability (Instructions Above)	Total Employees in Job Group	Women Utilization Number	Women Utilization %	Women Availability % (Instructions Above)	Women Availability Number	Women Number Under-utilized	Women Annual % Goal	People of Color & Indigenous People: Utilization Number	People of Color & Indigenous People: Utilization %	People of Color & Indigenous People: Availability %	People of Color & Indigenous People: Availability Number	People of Color & Indigenous People: Number Under-	People of Color & Indigenous People: Annual % Goal
Officials and Managers	SOC 11-10XX	1	0	0.0	22.90	0	0		0	0.0	4.70	0	0	
Professionals (Construction Mgr.)	SOC 11-9021	10	0	0.0	8.30	0	0		0	0.0	4.80	0	0	
Professionals (HR Manager)	SOC 11-3121	1	1	100.0	61.70	0	0		0	0.0	8.50	0	0	
Sales		0	0						0					
Office/Clerical (Admin Assnts)	SOC 43-6010	7	7	100.0	95.30	6	0		0	0.0	8.00	0	0	
Office/Clerical (Financial Clerk)	SOC 43-3099	1	0	0.0	63.40	0	0		0	0.0	5.20	0	0	
Operatives		0	0						0					
Laborers		0	0						0					
Service Workers		0	0						0					
Totals		20	8			6	0		0			0	0	

Minnesota Department of Human Rights Affirmative Action Plan Progress Report - AUUA
Date: <u>05/01/2023</u>
Worksheet for comparing incumbency to availability and setting goals for the upcoming AA Plan year to correct underutilizations
Company name: <u>Morcon Construction Co., Inc.</u>

Job Group	Total Employees in Job Group	Women						People of Color & Indigenous People					
		Utilization		Availability		Number Under-utilized	Annual % Goal	Utilization		Availability		Number Under-utilized	Annual % Goal
		Number	%	%	Number			Number	%	%	Number		
Officials and Managers	1	0	0.0	22.90	0	0	0	0.0	4.70	0	0	0	
Professionals (Construction Mgr.)	10	0	0.0	8.30	0	0	0	0.0	4.80	0	0	0	
Professionals (HR Manager)	1	1	100.0	61.70	0	0	0	0.0	8.50	0	0	0	
Sales													
Office/Clerical (Admin Assnts)	7	7	100.0	95.30	6	0	0	0.0	8.00	0	0	0	
Office/Clerical (Financial Clerk)	1	0	0.0	63.40	0	0	0	0.0	5.20	0	0	0	
Operatives													
Laborers													
Service Workers													
Totals	20	8			6	0		0		0	0	0	

GOALS AND TIMETABLES

During this plan year, it is our goal to make a good faith effort to meet or exceed the availability percentage for women or people of color in all job groups, within our availability / utilization / underutilization analysis. We will continue good faith efforts to recruit and retain individuals with disabilities in all levels of our workforce.

PROBLEM AREA IDENTIFICATION

Morcon Construction Co., Inc. periodically conducts an in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity may exist. We evaluated:

1. **Workforce composition by job group:** We have identified no underutilization of women or people of color in our current workforce. We will continue to monitor our workforce composition to ensure that no problems arise.
2. **Personnel activity:** We will routinely conduct adverse impact analyses using the "Eighty Percent Test" or other statistical methods to analyze our personnel activities, including applicant flow, hires, promotions, terminations and other personnel actions, to determine if there are selection disparities between men and women, people of color, nonminority (and within specific racial groups, if appropriate), or disabled and nondisabled applicants or employees. For tests are used as a part of our selection process, we confirm these tests are job-related and are validated. We have taken corrective action to remove any barriers to hiring or retaining women, people of color, or individuals with disabilities.
3. **Compensation system:** We will routinely review our compensation system, including rates of pay and bonuses, to determine whether there is any gender, race, ethnicity, or disability-based disparities. If any disparities are identified, we take prompt action to resolve the disparity. In offering employment to individuals with disabilities, we will not reduce the amount of compensation offered because of any disability income, pension, or other benefit the applicant or employee receives from another source.
4. **Personnel procedures:** We will routinely review all of our personnel procedures and processes, including selection, recruitment, referral, transfers and promotions, seniority provisions, apprenticeship programs and company-sponsored training programs and other company activities to determine if all employees or applicants are fairly considered.
5. **Any other areas that might impact the success of our Affirmative Action Program:** We continually analyze any other areas that may impact our success, such as accessibility of our facility to the available workforce, the attitude of our current workforce towards EEO, proper posting of our EEO policy and required governmental posters, proper notification of our subcontractors or vendors, and retention of records in accordance with applicable law. We take prompt action to remedy any problems in these areas through training of staff or other methods.

ACTION-ORIENTED PROGRAMS

Measures to Facilitate Implementation of Equal Employment Opportunity Policy and Affirmative Action Programs for Women, People of color and Individuals with disabilities.

Selection Process

We will evaluate our selection process using an adverse impact analysis to determine if our requirements screen out a disproportionate number of people of color, women, or individuals with

disabilities. All personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes will be carefully selected and trained to ensure that there is a commitment to the affirmative action program and its implementation.

Schedule for Review of Job Requirements: We will annually review all physical and mental job requirements to ensure that these requirements do not tend to screen out qualified individuals with disabilities. We will determine whether these requirements are job-related and are consistent with business necessity and the safe performance of the job, and we will remove any physical or mental requirements that do not meet these criteria. Any job descriptions or requirements changed after review will be distributed to all relevant employees, particularly those involved in the selection process and supervision of employees.

Pre-Employment Medical Examination: If we require medical examinations or inquiries as a part of our selection process, all exams or inquiries will be conducted after a conditional offer of employment. Only job-related medical examinations and inquiries will be conducted, and the results of these examinations or inquiries will not be used to screen out qualified individuals with disabilities. Information obtained in response to such inquiries or examinations will be kept confidential except that (a) supervisors and managers may be informed regarding restrictions on the work or duties of individuals with disabilities and regarding accommodations, (b) first aid and safety personnel may be informed, where and to the extent appropriate, if the condition might require emergency treatment, and (c) officials, employees, representatives, or agents of the Minnesota Department of Human Rights or local human rights agencies investigating compliance with the act or local human rights ordinances will be informed if they request such information.

Accommodations to Physical and Mental Limitations of Employees

We will make reasonable accommodations to the physical and mental limitations of an employee or applicant unless such an accommodation would impose an undue hardship on the conduct of the business.

Recruitment of Employees

1. All solicitation or advertisements for employees will state that applicants will receive consideration for employment regardless of their race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. When needed, to help address underutilization, help wanted advertising will also be placed in news media oriented towards women or people of color. Copies of advertisements for employees will be kept on file for review by enforcement agencies.
2. When we place help-wanted advertisements, we will not indicate a preference, limitation, or specification based on sex, age, national origin, or other protected characteristic, unless that characteristic is a bona fide occupational qualification for a particular job. We will not allow any employment agency with which we work to express any such limitation on our behalf, and we will require that these agencies share our commitment to Equal Employment Opportunity.
3. All positions for which we post or advertise externally will be listed with State of Minnesota Workforce Centers, America's Job Bank, or similar governmental agencies.

4. We will request the Minnesota Department of Employment and Economic Development to refer qualified individual with disabilities for employment consideration under our affirmative action programs in accordance with [Minnesota Administrative Rule 5000.3557](#).
5. As necessary to ensure that potential candidates are aware of job openings, we will contact community organizations focused on the employment of women, people of color, and individuals with disabilities (including state vocational rehabilitation agencies or facilities, sheltered workshops, college placement offices, education agencies, or labor organizations).
6. We will keep documentation of all contacts made and responses received, in connection with paragraphs 4 and 5 above, whether formal or informal. We will make every effort to give these agencies a reasonable amount of time to locate and refer applicants.
7. We will carry out active recruiting programs at relevant technical schools and colleges, where applicable.
8. We will encourage existing people of color, female and disabled employees to recruit additional candidates for employment opportunities.
9. Consideration of people of color and women not currently in the workforce: We will take additional steps to encourage the employment of women, people of color and individuals with disabilities who are not currently in the workforce, such as providing part-time employment, internships, or summer employment programs.

Training Programs

People of color, female and employees with disabilities will be afforded full opportunity and will be encouraged to participate in all organization sponsored educational and training programs.

We will seek the inclusion of qualified people of color, female and disabled employees in any apprenticeship program in which we participate.

Promotion Process

Our promotion process has been developed and documented and only legitimate qualifications are considered in our promotion decisions. We will conduct adverse impact analyses to ensure that women, people of color, and employees with disabilities are promoted at rates substantially similar to men, non-people of color, and individuals without disabilities.

Termination Process

We use progressive discipline before terminating employees, where appropriate. All employees are made aware of our discipline process. We will conduct adverse impact analyses to ensure that women, people of color, and employees with disabilities do not leave our company at rates substantially dissimilar to those of men, non-people of color, and employees without disabilities.

Religion and National Origin Discrimination and Accommodation for Religious Observance and Practice

As a part of our commitment to Equal Employment Opportunity for all, we have made a specific effort to ensure that national origin and religion are not factors in recruitment, selection, promotion, transfer, termination, or participation in training. The following activities are undertaken to ensure religion and national origin are not used as a basis for employment decisions:

1. Recruitment resources are informed of our commitment to provide equal employment opportunity without regard to national origin or religion.
2. Our employees are informed of our policy and their duty to provide equal opportunity without regard to national origin or religion.
3. Employment practices exist and are reviewed to ensure that we implement equal employment opportunity without regard to national origin or religion.
4. The religious observances and practices of our employees are accommodated, except where the requested accommodation would cause undue hardship on the conduct of our business.
5. We do not discriminate against any qualified applicant or employee because of race, color, creed, disability, age, sex, sexual orientation, marital status, or status with regard to public assistance in implementing the policy concerning non-discrimination based on national origin or religion.

Sex Discrimination Guidelines

We incorporate the following commitments into this AAP to ensure that all laws related to the prohibition of discrimination based on sex are followed:

1. Employment opportunities and conditions of employment are not related to the sex of any applicant or employee. Salaries are not related to or based upon sex.
2. Women are encouraged to attend all training or development programs to facilitate their opportunities for promotion, and to apply for all positions for which they are qualified.
3. We do not deny employment to women or men with young children and do not penalize, in conditions of employment, women or men who require time away from work for parental leave.
4. Appropriate physical facilities are provided to both sexes.

Prevention of Harassment and Discrimination

Our company has developed policies prohibiting the harassment of or discrimination against any employee because of any characteristic protected under civil rights laws. Senior management will distribute these policies routinely to current employees and incorporate these policies as a part of new employee orientation. Employees are made aware of contact persons to report any violation of these policies.

ANTI-HARASSMENT POLICY

As a part of our commitment to equal opportunity, Morcon Construction Co., Inc. has adopted an anti-harassment policy. Any employee who engages in harassment on the basis of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local human rights commission, disability, age, or other legally protected characteristics; any employee who permits employees under his/her supervision to engage in such harassment; or any employee who retaliates or permits retaliation against an employee who reports such harassment is guilty of misconduct and shall be subject to remedial action which may include the imposition of discipline or termination of employment.

Examples of harassment may include derogatory comments regarding a person's race, color, religion, or other protected characteristics, sexually explicit or other offensive images (whether printed or displayed on a computer), and jokes that are based on stereotypes of particular races, sexual orientations, ages, religions, or other protected characteristics.

Sexual Harassment is prohibited and includes any unwelcome sexual advance, request for sexual favor and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made, either explicitly or implicitly, as a term or condition of employment;
- Submission to or rejection of such conduct is used as a factor in any employment decision affecting any individual; or
- Such conduct has the purpose or effect of unreasonably interfering with any employee's work performance or creating an intimidating, hostile or offensive working environment.

Although the intent of the person engaging in the conduct may be harmless or even friendly, it is the perception of the conduct by the recipient that is relevant to whether the conduct is harassment. Given the difficulty of judging whether the conduct is welcome or unwelcome in particular situations, the company prohibits all employees from engaging in any conduct of a sexual nature or amounting to harassment based on any protected category in the work setting.

This policy applies to everyone in the organization as well as senior management. No retaliation or intimidation directed towards anyone who makes a complaint will be tolerated.

If you believe you have been a victim of harassment, take the following steps:

- Discuss the matter with your supervisor or manager.
- If, for any reason, you would prefer not to speak to your supervisor (for example, if you believe your supervisor to be the source of or a party to the harassment), you may talk to any other member of management or the EEO manager.

The company will investigate and attempt to resolve your complaint promptly. If, for any reason, you believe this has not occurred within a reasonable period of time, refer the matter to a member of senior management up to and including the CEO of Morcon Construction Co., Inc.

PROBLEM RESOLUTION POLICY

In any organization, dissatisfaction may arise because an employee does not know, understand, or agree with certain policy interpretations or management decisions. Such dissatisfactions are commonly referred to as grievances. At Morcon Construction Co., Inc., we believe that if any employee has a grievance concerning his/her wages, hours of work, or other terms or conditions of employment, the matter should receive attention from management.

An employee who feels aggrieved is urged to take the matter up immediately with his/her supervisor. Your supervisor is required to investigate your grievance and provide you a response or decision within a reasonable period of time. This investigation may consist of, but is not limited to, gathering information from other employees involved, reviewing company policy, and any other action necessary to understand the matter completely.

If you are not satisfied with the response/decision from your immediate supervisor, you are encouraged to notify the next level of management in writing. This next level of supervision will have a reasonable period of time in which to investigate the matter and respond to you in writing.

If, after these steps are taken, you believe inadequate action has been taken to resolve your complaint, contact Lynsey Sahli, Human Resources Manager. It is the policy of this organization to respond to any and all complaints, and to take immediate and necessary actions to resolve the issue.

There will be no adverse action taken against a complaining employee as a result of making the complaint, regardless of the outcome of the investigation.

If you have a problem which is more specifically addressed by the Anti-Harassment Policy, please follow the procedure described in the Anti-Harassment Policy section.

WORKFORCE CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **MORCON CONSTRUCTION, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.

Certificate start date: **5/4/2022**

Certificate expiration date: **5/3/2026**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:



Rebecca Lucero, Commissioner

EQUAL PAY CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **MORCON CONSTRUCTION, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.44.

Certificate start date: **July 6, 2022**

Certificate expiration date: **July 5, 2026**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:



Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • mn.gov/mdhr

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Morcon Construction, Inc.

5151 Industrial Boulevard N.E.
Fridley, MN 55421

OWNER:

(Name, legal status and address)
Special School District No. 1, Minneapolis Public Schools
1250 W. Broadway Ave.
Minneapolis, MN 55411-2533

BOND AMOUNT: Two Percent of the Total Amount Bid (2%)

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

O.P. No. 24-2401, Ella Baker Global Studies & Humanities School Auditorium & Science Classroom Renovations, Minneapolis, MN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

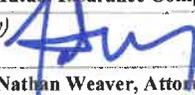
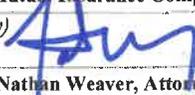
Signed and sealed this 6th day of September, 2023

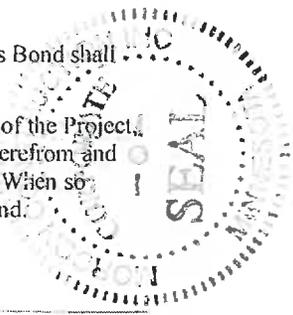

(Witness)


(Witness) Melinda C. Blodgett

Morcon Construction, Inc.
(Principal)  (Seal)

By: 
(Title) Tony Peterson, Vice President
Liberty Mutual Insurance Company

(Surety)  (Seal)
By: 
(Title) Nathan Weaver, Attorney-in-Fact



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota)

COUNTY OF Anoka)

On this 6th day of September, in the year 2023, before me personally appeared Tony Peterson, Vice President of Morcon Construction, Inc., known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Kellie Syhre
Kellie Syhre, Notary Public
My Commission Expires: 1/31/2027

ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 6th day of September, in the year 2023, before me personally come(s) Nathan Weaver, Attorney-in-Fact of Liberty Mutual Insurance Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Liberty Mutual Insurance Company, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Melinda C. Blodgett
Melinda C. Blodgett, Notary Public
My Commission Expires: January 31, 2028



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210698 - 190054

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich, Colby D White, Emily White, Joshua R. Loftis, Lin Ulven, Melinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stillings, R. C. Bowman, R. W. Frank, Rachel Thomas, Ross S. Squires, Sandra M. Engstrum, Sarah Dragt, Ted Jorgensen, Tina Domask

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of August, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 31st day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of September, 2023.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

EXHIBIT C Owner Insurance

Insurance Requirements

1. CONSULTANT'S INSURANCE – to be used with AIA B101-2017, AIA C103-2015, or similar non-contractor consultants:

The Consultant shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

- a. Worker's Compensation and Employer's Liability Insurance

- i. Coverage A is statutory.
- ii. Coverage B
 - \$500,000 Each Accident
 - \$500,000 Each Employee
 - \$500,000 Policy Limit (Disease)

- b. Comprehensive General Liability Insurance *

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Per Occurrence	\$1,000,000
Medical Payments	\$10,000

* The Owner should be named as an additional insured for Comprehensive General Liability Insurance.

- c. Automobile Insurance

Per Occurrence	\$1,000,000
PIP	Basic
Underinsured Motorist	\$1,000,000
Uninsured Motorist	\$1,000,000

- d. Professional Liability Insurance

- i. Per Claim \$2,000,000

- ii. For projects with an estimated construction Contract Sum of over \$10,000,000 or major structural work an aggregate is required as follows:
Aggregate \$4,000,000

e. Umbrella Liability Insurance

- i. Per Occurrence \$2,000,000
- ii. For projects with an estimated construction Contract Sum of over \$10,000,000 or major structural work an aggregate is required as follows:
Aggregate \$2,000,000

f. Manned or Unmanned Aircraft Coverage (if used)

- i. Per Claim \$1,000,000
- ii. Aggregate \$1,000,000

For specialty consultants used for commissioning activities, studies, asbestos surveys and security, items A, B, C and F shall apply.

Special Asbestos Abatement Liability Insurance is required for Asbestos Abatement Contractors. The limits are \$1,500,000 per claim, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

2. CONSULTANT’S OBLIGATIONS

Consultant shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance required to be carried under the terms hereof and shall endeavor to satisfy the requirements of the insurance companies issuing them. In the event Consultant neglects, refuses or fails to provide or maintain any of the insurance required to be carried under the Agreement, or if such insurance is canceled for any reason, the Owner or the Owner’s lender(s) shall have the right, but not the duty, to procure or maintain the same.

In the event the Owner or the Owner’s lender(s) do procure or maintain such insurance, the Owner or the Owner’s lender(s) shall have, in addition to any and all other available remedies, the right to recover from the Consultant (including the right of set-off against sums otherwise due the Consultant) all of the costs associated with procuring or maintaining such insurance.

3. PROFESSIONAL LIABILITY INSURANCE

- a. Professional Liability Coverage of \$2,000,000 shall be maintained for one (1) year from the date of Substantial Completion. If the Consultant discontinues its business and if directed by Owner in writing, Consultant shall purchase such insurance in such amount for an extended discovery period beyond the one (1) year after the date of Substantial Completion, with the premium cost to be a reimbursable expense paid by the Owner. The limit of liability for such policy may not be reduced below \$2,000,000 without the Owner giving its prior, written consent. All policies of insurance that Consultant is required under the terms of this Exhibit C Owner's Insurance to secure and maintain shall bear the endorsement "Not to be canceled until sixty (60) calendar days after Owner has received a written notice from insurer as evidence by a return receipt of registered or certified mail."
- b. The Owner shall not be responsible for obtaining or paying premiums or other expenses in connection with insurance required to be carried under the Agreement or normally carried by the Consultant's consultants, and the obligation to obtain such insurance and to pay such premiums and other expenses shall be solely that of the Consultant.
- c. The Consultant shall bear all the costs of any and all deductible amounts under any insurance policies required to be carried under the Agreement and shall remain solely and fully liable for the full amount of any claim or item not compensated by insurance (to the extent that any amount resulted from damages that arose out of the Consultant's sole negligence.)

4. COVERAGE

The coverage's referred to above are set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete.

5. GENERALLY

- a. The Consultant thereby represents and warrants to the Owner that, as of the date of the execution of the Agreement, the Consultant is not aware of any claims or potential claims which have been made, filed or threatened against any of the insurance or for damages covered by any of the insurance required to be carried under the Agreement that would affect the Consultant's ability to provide the insurance coverage required by this agreement.

- b. It is understood that the provisions in the Agreement requiring the Consultant to carry insurance shall not be construed as in any manner waiving or restricting the liability of the Consultant as to any obligations imposed under the Agreement, including, but not limited to, obligations imposed under the provisions of Article 11 of the AIA A201-2017 General Conditions.

Insurance requirements for Contractors

1. CONTRACTOR’S INSURANCE – to be used with AIA A101-2017

The Contractor shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

a. Commercial General Liability

- | | |
|---|-------------|
| i. General Aggregate | \$1,500,000 |
| ii. Products/Completed Operations Aggregate | \$1,500,000 |
| iii. Per Occurrence | \$1,500,000 |

The Owner shall be named as additional insured for Commercial General Liability Insurance

b. Automobile Insurance

- | | |
|----------------------------|-------------|
| i. Per Occurrence | \$1,000,000 |
| ii. PIP | Basic |
| iii. Underinsured Motorist | \$1,000,000 |
| iv. Uninsured Motorist | \$1,000,000 |

c. Workers Compensation

- i. Coverage A is statutory.
- ii. Coverage B \$500,000 Each Accident
- iii. \$500,000 Each Employee

d. Professional Liability (if the Contractor is hiring professionals)

- i. Per Claim \$2,000,000

For Projects with an estimated construction cost of over \$10,000,000 or major structural work, additional Aggregate coverage of \$4,000,000 is required.

e. Manned or Unmanned Aircraft Coverage (if used)

- i. Per Claim \$1,000,000
- ii. Aggregate \$1,000,000

f. Property Insurance

- i. Per Claim \$1,000,000
- ii. Aggregate \$1,000,000

This insurance is only required for materials stored offsite and not incorporated into the project at delivery. For material stored on site, no additional insurance is required.

g. Builders "all risk" Insurance

- i. Per Claim \$2,000,000
- ii. Aggregate \$4,000,000

This insurance is only required for additions exceeding \$10,000,000. Renovations to existing schools are not required to have builders all risk insurance.

h. Umbrella Liability

- i. Aggregate limit \$5,000,000

This insurance is required only for projects larger than \$10,000,000 in total construction costs.

Exhibit D – Project Schedule

Project Name and Number

OP#24-2401 Ella Baker Global Studies & Humanities School – Auditorium & Science Classroom Renovations Project.
1200 W 26th Street, Minneapolis, MN 55405

Description

Auditorium & Science Classroom Renovations.

Schedule

Substantial Completion

Portion of Work	Substantial Completion Date
Substantial Completion – Ella Baker	August 16 th , 2024
Final Completion & Close Out – Ella Baker	45 days after Substantial Completion

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the 13 day of March in the year 2018 is incorporated into the agreement (the “Agreement”) between the Parties for the following Project:
(Name and location or address of the Project)

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
- 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA**
- 3 DIGITAL DATA PROTOCOLS**
- 4 BUILDING INFORMATION MODELING PROTOCOLS**
- 5 OTHER TERMS AND CONDITIONS**

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™–2013, Project Digital Data Protocol Form and AIA Document G202™–2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201–2013 and G202–2013, will result in a change in the Party’s scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party’s waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™–2013, Project Digital Data Protocol Form, and G202™–2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:

(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

§ 1.4 Definitions

§ 1.4.1 **Building Information Model.** A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the “Model,” which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 **Building Information Modeling.** Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 **Model Element.** A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 **Level of Development.** The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 **Authorized Uses.** The term “Authorized Uses” refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 **Model Element Author.** The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

§ 1.4.7 **Digital Data.** Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 **Confidential Digital Data.** Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as “confidential.”

§ 1.4.9 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, “written” or “in writing” shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 **Written Notice.** In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, “written notice” shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 **Party and Parties.** The terms “Party” and “Parties” refer to the signing parties to the Agreement.

§ 1.4.12 **Project Participant.** A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project and includes the Parties.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party’s right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 **Anticipated Types of Digital Data.** The anticipated types of Digital Data to be used on the Project are as follows: *(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)*

Anticipated Digital Data	Applicability to the Project <i>(Indicate Applicable or Not Applicable)</i>	Location of Detailed Description <i>(Section 3.1.1 below or in an attachment to this exhibit and identified below)</i>
Project Agreements and Modifications		
Project communications		
Architect’s pre-construction submittals		
Contract Documents		
Contractor’s submittals		
Subcontractor’s submittals		
Modifications		
Project payment documents		
Notices and claims		
Building Information Modeling		

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

The Parties intend to use a centralized electronic document management system on the Project.

The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.

(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

Responsible Project Participant	Project Milestone
---------------------------------	-------------------

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

- [] The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.
- [X] The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 **Anticipated Building Information Modeling Scope.** Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling	Responsible Project Participant
------------------------------	---------------------------------

§ 4.3 **Anticipated Model Authorized Uses.** Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202–2013.

Authorized Uses of the Model for the Project are defined in Article 7 of AIA B101-2017.

§ 4.4 **Ancillary Modeling Activities.** Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.

(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

Defined in EXH-B Project Design Milestones & Deliverables to AIA B101-2017.

§ 4.5 **Modeling Protocols.** As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202–2013.

§ 4.5.1 The Modeling protocols shall address the following:

- 1 Identification of the Model Element Authors;
- 2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;
- 3 Identification of the required LOD of each Model Element at each identified Project milestone;
- 4 Identification of the construction classification systems to be used on the Project;
- 5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;
- 6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
- 7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;

Init.

- .8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and
- .9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval. *(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)*

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party’s sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.

Responsible Project Participant	Project Milestone
---------------------------------	-------------------

§ 4.8.2 Model Management Protocol Establishment. The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

- .1 Model origin point, coordinate system, precision, file formats and units. The Model shall be accurately geo-located.
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions as defined in the Owner's Revit and Drafting Standards.
- .5 Processes for aggregating Model files from varying software platforms

- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements
- .9 Other: *(Identify additional Model management protocols to be addressed.)*

The Project Participant responsible for managing the Model shall use the issued MPS Revit template and conform to MPS Revit and Drafting Standards as defined in EXH-C.2 Quality Performance and Owner Provisions of AIA B101-2017.

§ 4.8.3 Ongoing Responsibilities. The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

- .1 Collect incoming Models:
 - .1 Coordinate submission and exchange of Models
 - .2 Create and maintain a log of Models received
 - .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
 - .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Uses
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights
- .5 Other: *(Identify additional responsibilities.)*

§ 4.8.4 Model Archives. The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

§ 4.9 Post-Construction Model. The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party’s responsibility. *(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)*

Post-Construction Model	Applicability to Project <i>(Applicable or Not Applicable)</i>	Responsible Project Participant	Location of Detailed Description of Requirements and Services <i>(Section 4.10 below or in an attachment to this exhibit and identified below)</i>
§ 4.9.1 Remodeling	Applicable	Owner	
§ 4.9.2 Wayfinding and Mapping	Applicable	Architect	
§ 4.9.3 Asset/FF & E Management	Applicable	Owner	
§ 4.9.4 Energy Management	Applicable	Owner	
§ 4.9.5 Space Management	Applicable	Owner	
§ 4.9.6 Maintenance Management	Applicable	Owner	

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

Init.

As part of basic services, the Architect shall produce wayfinding floor plans for use of the Owner. Floor plans shall be provided in PDF format to be printed on letter, 11x17 and 24x36 paper.

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:



Additions and Deletions Report for AIA® Document E203™ – 2013

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:15:52 on 03/23/2018.

PAGE 1

This Exhibit dated the 13 day of March in the year 2018 is incorporated into the agreement (the “Agreement”) between the Parties for the following Project:

PAGE 4

The Parties intend to use a centralized electronic document management system on the Project.

PAGE 5

The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

...

Authorized Uses of the Model for the Project are defined in Article 7 of AIA B101-2017.

...

Defined in EXH-B Project Design Milestones & Deliverables to AIA B101-2017.

PAGE 6

.1 Model origin point, coordinate system, precision, file formats and ~~units~~units. The Model shall be accurately geo-located.

...

.4 Naming conventions as defined in the Owner's Revit and Drafting Standards.

PAGE 7

The Project Participant responsible for managing the Model shall use the issued MPS Revit template and conform to MPS Revit and Drafting Standards as defined in EXH-C.2 Quality Performance and Owner Provisions of AIA B101-2017.

...

§ 4.9.1	Remodeling	<u>Applicable</u>	<u>Owner</u>	
§ 4.9.2	Wayfinding and Mapping	<u>Applicable</u>	<u>Architect</u>	
§ 4.9.3	Asset/FF & E Management	<u>Applicable</u>	<u>Owner</u>	

§ 4.9.4	Energy Management	<u>Applicable</u>	<u>Owner</u>	
§ 4.9.5	Space Management	<u>Applicable</u>	<u>Owner</u>	
§ 4.9.6	Maintenance Management	<u>Applicable</u>	<u>Owner</u>	

PAGE 8

As part of basic services, the Architect shall produce wayfinding floor plans for use of the Owner. Floor plans shall be provided in PDF format to be printed on letter, 11x17 and 24x36 paper.



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:15:52 on 03/23/2018 under Order No. 8259021829 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E203™ - 2013, Building Information Modeling and Digital Data Exhibit, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Project Manager - CPCM Minneapolis Public Schools

(Title)

September 21, 2023

(Dated)



MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR GOODS – above \$50,000

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Now Micro “Contractor” (collectively “parties”) to provide Chromebooks and Chromebook Carts at North Community High School.

1 TERM OF CONTRACT

1.1 This Contract is effective on October 10, 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/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.



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: 4400001932

Page | 1

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 \$250,850. 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



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400001932

Page | 2

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.



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400001932

Page | 3

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



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400001932

Page | 4

subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

- 10.2 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.

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



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400001932

Page | 5

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



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400001932

Page | 7

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.



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400001932

Page | 8

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: North Community High School
Attn: Mauri Friestleben
1250 W Broadway
Minneapolis, MN 55411
Email: mauri.friestleben@mpls.k12.mn.us

CONTRACTOR

NAME: Now Micro (Marty Linden)
Address: 1420 Perron Rd E, STE 300, Mendota Heights, Minnesota 55120
Phone: 651-633-9072
Email: martyl@nowmicro.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



1250 West Broadway Ave. Minneapolis, MN 55411-2533
Phone: 612.668.0000
www.mpls.k12.mn.us
SRM: 4400001932

Page | 9

subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.

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

24 NON-WAIVER

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

25 ASSIGNMENT

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

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

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



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400001932

Page | 10

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 NAME

Signature:  _____

Name: Marty Linden
(Printed)

Title: Vice President Sales

Date: 9/29/2023



1250 West Broadway Ave. Minneapolis, MN 55411-2533
Phone: 612.668.0000
www.mpls.k12.mn.us
SRM: 4400001932

EXHIBIT A: SCOPE OF WORK

Deliverables:

During the 23/24 School Year, our budget survey season generated priorities by students, staff and parents that centered around technology and access to technology. Our students and parents overwhelmingly wanted to ensure that lack of access to technology would not be a barrier to students academic success. Our teachers overwhelmingly ranked technology as a priority that could best be met by having sets of chromebook carts in their classrooms. By having chromebook carts in their classrooms, any students who do not have their pre-issued 1:1 device will not lose work time or instructional time during that class period.

Service Outcome:

Student attendance and academic outcomes will increase as there will be no lost instructional time during their class periods due to looking for their device or trying to check out a loaner device for that hour.

Method of Evaluation

Our weekly Snapshot data tracks attendance and passing rates. We will evaluate this year's data as compared to last year's data with the lens of having chromebook carts in the teacher's classrooms that can be used during that hour for a student without a device.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Click or tap here to enter text.

[The remainder of this page intentionally left blank.]



1250 West Broadway Ave. Minneapolis, MN 55411-2533
Phone: 612.668.0000
www.mpls.k12.mn.us
SRM: 4400001932

Page | 14

Contract template updated September 2022

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] *New Micro, Inc.*

[Handwritten Signature]

 Signature

Marty Linden

 Name

V. P. Sales

 Title

9/29/2023

 Date



**WaAMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Washburn Center for Children**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and **Washburn Center for Children** dated 8/16/2022 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and **Washburn Center for Children** (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and **Washburn Center for Children** (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 8/16/2022 through 6/30/2023 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001477

1. *Original contract amount: 210,000*
2. *Accumulative contract amount: 426,000*

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

Section: Section 1.1 and 3.1

Description: To provide mental health services to Sanford, Bryn Mawr, Hall, Jenny Lind, Seward, Bethune, Hiawatha and Howe through June 30, 2024.

Section 3.1: District’s total obligation to Contractor under this Contract, including compensation for goods, services and reimbursable expenses, shall not exceed \$426,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

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

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Ryan Strack

Title: Assistant to the Superintendent & Board

Date: _____

Washburn Center for Children

Signature: _____

Name: Craig F. Warren

Title: CEO

Date: _____

To provide mental health services to Andersen, Bancroft, Emerson, Whitter
AMENDMENT TO CONTRACT
BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Watercourse Counseling Center

This Amendment ("Amendment") to the Contract between Special School District No. 1 and **Watercourse Counseling Center** dated **8/1/2022** ("Contract") is made and entered into by and between Special School District No.1 ("District") and **Watercourse Counseling Center** ("Contractor") (collectively "parties").

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and **Watercourse Counseling Center** ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between **8/1/2022** through **6/30/2023** ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: **4400001478**

1. *Original contract amount:* **190,000**
2. *Accumulative contract amount:* **386,000**

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

Section: Section 1.1 and 3.1

Description:

To provide mental health services to Anderson, Bancroft, Emerson, Whitter, Lyndale, Loring, Cityview, Wellstone, Keewaydin, Kenwood, Webster, Northrup, Downing, Barton, Wenonah and Pratt schools through June 30, 2024.

Section 3.1: District's total obligation to Contractor under this Contract, including compensation for goods, services and reimbursable expenses, shall not exceed \$386,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

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

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: **Ryan Strack**

Title: **Assistant to the Superintendent & Board**

Date: _____

Watercourse Counseling Center:

Signature: _____

Name: Ashley Trepp

Title: **Executive Director**

Date: _____

**ROOFTOP ANTENNA LEASE BETWEEN
MINNEAPOLIS PUBLIC SCHOOLS, SPECIAL SCHOOL DISTRICT NUMBER 1
("Lessor") AND PC'S FOR PEOPLE MINNESOTA, LLC ("Lessee")**

THIS SITE LEASE AGREEMENT ("Lease"), made this **1st day of October, 2023**, by and between the **Minneapolis Public School District, Special School District No. 1**, a special school district created and existing under Minnesota law (the "District" or "Landlord"), and **PCs for People Minnesota, LLC**, an organization and existing under the laws of Minnesota ("Tenant", and collectively with Landlord, the "Parties").

WHEREAS, Landlord is the record owner of a certain parcel of real property located in the State of Minnesota, County of Hennepin, City of Minneapolis commonly known as NorthStar, 2410 Girard Ave. N. Minneapolis, MN 55411, and legally described in Exhibit A (the "Property"). The Property includes a District property building (the "Building") and surrounding real property.

Tenant desires to use a portion of the Property in connection with (its federally listed telecommunications business), and Landlord desires to grant Tenant the right to use such portion of the Property in accordance with the terms of this Lease.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. **Leased Premises.** Landlord hereby leases to the Tenant a portion Property, together with access and utility easements which shall be known as the "Leased Premises," and includes:
 - a) Non-exclusive use of the rooftop of the Property;
 - b) Adequate, nominal space in the Property as agreed by the Parties.
2. **Term; Termination.** The "Initial Term" of this Lease Agreement shall be for three (3) years commencing on the date of execution of this Agreement. This Lease shall automatically renew for successive three-year periods ("Renewal Term", collectively with the Initial Term, the "Term"), unless either party sends written notice of non-renewal no later than 90 days prior the expiry of the Term.
3. **Rental.** The Parties agree that the Tenant's use of the Leased Premises is rent-free in order to facilitate services to Landlords tenants and community.
4. **Tenant's Use.**
 - a) **Purpose.** Tenant shall use the Leased Premises only for the purpose of inspecting, maintaining, replacing, and repairing communications antenna, dish and related equipment, and uses incidental thereto for providing radio and wireless telecommunication services which Tenant is legally authorized to provide. In connection therewith, Tenant may run through the Property and to the roof thereof, lines, conduits, cables, risers and any other lines and/or equipment necessary or desirable in connection with installing and operating the wireless

telecommunication equipment including, but not limited to, a Microwave Antenna and Communications Dish, described in Exhibit B (the "Tenant Equipment").

- b) **Tenant Equipment.** Tenant shall be responsible, at its sole cost and expense, for installing, maintaining and repairing the Tenant Equipment, and shall procure and maintain all permits and licenses which are required by any governmental authority in connection therewith. Tenant shall at its sole cost and expense repair any damage caused to the Property by reason of the installation, maintenance, removal, and/or replacement of any Tenant Equipment. The Tenant Equipment shall be and remain Tenant's property and promptly shall be removed by Tenant upon the expiration or earlier termination of this Lease. Equipment shall not interfere with existing equipment on the premises. Including, but not limited to, the solar array, ventilation equipment and other equipment located on the roof. Should the roof require repair or replacement, the tenant shall remove the equipment for the repair or replacement at no cost to the District. District will provide 30 days' notice to tenant of request to relocate or remove equipment unless there is an emergency repair. Emergency repairs will be conducted to ensure building integrity and the tenant shall be notified after the emergency is resolved.
5. **Access.** Tenant, at all times during this Lease, shall have access to the Leased Premises in order to inspect, maintain, replace, and repair its Antenna Facilities. Tenant shall have access to the Structure only with the approval of the Landlord. Tenant shall request access to the Structure twenty-four (24) hours in advance except in an emergency where PCs for People will be able to have access from 7:00AM to 9:00PM Monday through Sunday, everyday of the year, and Landlord's approval thereof shall not be unreasonably withheld or delayed.
6. **Conflicting Use.** In order to avoid interference, or potential interference, with the operation of Tenant's Equipment, Landlord agrees that it will not install or permit any other tenant of any building to install antennas, communications dishes or other equipment in or on the Property, without Tenant's prior consent. Which shall not be unreasonably withheld.
7. **Additional Maintenance Expenses.** Upon notice from Landlord, Tenant shall promptly pay to Landlord additional Landlord expenses incurred in maintaining the Leased Premises that are caused by Tenant's occupancy of the Leased Premises.
8. **Insurance.** Tenant shall, during the term of the lease, maintain property coverage on all personal property and fixtures owned by Tenant. Tenant acknowledges that Landlord is not responsible for insuring against the loss of Tenant's Equipment. Tenant shall also maintain single limit or combined limit general liability insurance policy of an amount not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate.
9. **Indemnification.** Tenant shall hold Landlord harmless from and indemnify Landlord against any and all liability, damage, loss and expense arising or resulting from the acts or omissions or caused by Tenant or Tenant's employees, servants, agents, guests, assigns, subtenants, visitors or licensees, in, upon or about the premises, the building or the adjacent

areas, including all common areas or arising out of or related to the use and occupancy of the occupancy or the business or activity conducted with respect to the property, including but not limited to injuries to person or property. This indemnification clause specifically includes reasonable attorney's fees incurred by the Landlord, and Tenant shall reimburse Landlord for attorney's fees as incurred and not only at the termination of the litigation or other dispute necessitating the retention of attorney by Landlord.

10. **Maintenance.** Tenant shall, at Tenants sole cost and expense, maintain the Premises in good order and repair and in a clean, safe and sanitary condition throughout the Lease term.
11. **Site Restoration.** In the event that this Lease is terminated or not renewed, Tenant shall have 60 days from the termination or expiration date to remove Tenant's Equipment from the Leased Premises, repair the site and restore the surface of the roof to the extent required. In the event that Tenant's Equipment is not removed to the reasonable satisfaction of the Landlord, they shall be deemed abandoned and become the property of the Landlord and Tenant shall have no further rights thereto.
12. **Assignment.** This Lease may not be sold, assigned, or transferred by Tenant without the written consent of the Landlord, such consent not to be unreasonably withheld.
13. **Miscellaneous Provisions.** (a) Landlord warrants that it has full right, power, and authority to execute this agreement. Landlord covenants that Tenants, in paying rent and performing the covenants by it herein made, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises. (b) The provisions of this Lease shall bind and inure to the benefit of the Parties hereto and their heirs, legal representatives, successors and assigns. (c) This Lease contains the entire agreement of the Parties with respect to any matter mentioned herein and supersedes any prior oral or written agreements. (d) This Lease may be amended in writing only, signed by the Parties in interest at the time of such amendment. (e) No waiver by either party of any provision hereof shall be deemed a waiver of any other provision or of any prior or subsequent breach or any provision hereof. (f) If any term or provision of this Lease is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this Lease, and the remaining provision shall be enforceable in accordance with their terms. (g) This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. (h) Each party agrees that this Lease and any other documents to be delivered in connection herewith may be electronically signed. (i) This Lease may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
14. **Notices and Other Communications.** Every notice required by this Lease shall be delivered either by personal delivery, or by postage prepaid return receipt requested certified mail addressed to the party for whom intended at the following addresses:

If to Landlord, to it at:
Minneapolis Public Schools
1250 West Broadway
Minneapolis, MN 55411
Attn: Real Estate Manager

With a copy to the General Counsel for Minneapolis Public Schools at the same address.

If to Tenant, to it at:
PCs for People Minnesota, LLC
2492 Doswell Avenue
Saint Paul, MN 55108

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

or at such other address as the intended recipient shall have designated by written notice.

IN WITNESS WHEREOF, the Parties have executed this Lease agreement as of the day and year first written above.

LANDLORD:

Minneapolis Public Schools

Special School District No. 1

By: _____

Name: Ibrahima Diop

Title: Senior Finance & Operations Officer

TENANT:

PCs for People Minnesota, LLC

By:  _____

Name: Bevin Bowersmith

Title: Executive Director

Exhibit A

The Property

PID	1602924120154
Address	2400 Girard Ave N, Minneapolis, MN 55411
Owner/Taxpayer	
Owner	School Dist No 1
Taxpayer	MPLS BOARD EDUCATION DIST #1 FACILITIES DEPARTMENT 1250 WEST BROADWAY AVE MINNEAPOLIS MN 55411
Tax Parcel	
Parcel Area	8.01 acres 349,130 sq ft
Torrens/Abstract	Both
Addition	Highland Park Addn To Mpls
Lot	
Block	
Metes & Bounds	Lots 8 Thru 14 Incl Blk 40 Also Blks 44 And 45 All In Highland Park Addn Also Lots 9 Thru 16 Incl Blk 41 Bakers Amend To Highland Park And Note: This Is A Partial Metes & Bounds Description.



Exhibit B

Tenant Equipment

2 ft. 12-Gauge Half Slotted Metal Framing Strut Channel - Silver Galvanized (11)

2 in. Universal Strut Pipe Clamp - Silver Galvanized (9)

2 in. x 10 ft. Black Steel Sch. 40 Pipe (3)

2 in. Rigid Threaded Aluminum Conduit Body (3)

2 in. Service Entrance (SE) Cap (3)

CyberPower CP1000AVRLCD Intelligent LCD UPS System, 1000VA/600W (1)

EZ-62b Single Outlet Remote Power IP Switch (1)

Remote desktop / VPN tunnel

Wall Mount Server Rack Network Cabinet 23.6"x17.7" (1)

Baicells 436Q - LTE base station (5)

Polyphaser (20)

Transtector (5)

Alpha antenna - 65 degree sector (4)

KP antenna - 360 degree omnidirectional sector (1)

Ubiquiti EdgeRouter 12 (1)

AirFiber 24 (1)

**ROOFTOP ANTENNA LEASE BETWEEN
MINNEAPOLIS PUBLIC SCHOOLS, SPECIAL SCHOOL DISTRICT NUMBER 1
("Lessor") AND PC'S FOR PEOPLE MINNESOTA, LLC ("Lessee")**

THIS SITE LEASE AGREEMENT ("Lease"), made this **1st day of October, 2023**, by and between the **Minneapolis Public School District, Special School District No. 1**, a special school district created and existing under Minnesota law (the "District" or "Landlord"), and **PCs for People Minnesota, LLC**, an organization and existing under the laws of Minnesota ("Tenant", and collectively with Landlord, the "Parties").

WHEREAS, Landlord is the record owner of a certain parcel of real property located in the State of Minnesota, County of Hennepin, City of Minneapolis commonly known as South High School, 3131 19th Ave S, Minneapolis, MN 55407, and legally described in Exhibit A (the "Property"). The Property includes a District property building (the "Building") and surrounding real property.

Tenant desires to use a portion of the Property in connection with (its federally listed telecommunications business), and Landlord desires to grant Tenant the right to use such portion of the Property in accordance with the terms of this Lease.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. **Leased Premises.** Landlord hereby leases to the Tenant a portion Property, together with access and utility easements which shall be known as the "Leased Premises," and includes:
 - a) Non-exclusive use of the rooftop of the Property;
 - b) Adequate, nominal space in the Property as agreed by the Parties.
2. **Term; Termination.** The "Initial Term" of this Lease Agreement shall be for three (3) years commencing on the date of execution of this Agreement. This Lease shall automatically renew for successive three-year periods ("Renewal Term", collectively with the Initial Term, the "Term), unless either party sends written notice of non-renewal no later than 90 days prior the expiry of the Term.
3. **Rental.** The Parties agree that the Tenant's use of the Leased Premises is rent-free in order to facilitate services to Landlords tenants and community.
4. **Tenant's Use.**
 - a) **Purpose.** Tenant shall use the Leased Premises only for the purpose of inspecting, maintaining, replacing, and repairing communications antenna, dish and related equipment, and uses incidental thereto for providing radio and wireless telecommunication services which Tenant is legally authorized to provide. In connection therewith, Tenant may run through the Property and to the roof thereof, lines, conduits, cables, risers and any other lines and/or equipment necessary or desirable in connection with installing and operating the wireless

telecommunication equipment including, but not limited to, a Microwave Antenna and Communications Dish, described in Exhibit B (the "Tenant Equipment").

- b) **Tenant Equipment.** Tenant shall be responsible, at its sole cost and expense, for installing, maintaining and repairing the Tenant Equipment, and shall procure and maintain all permits and licenses which are required by any governmental authority in connection therewith. Tenant shall at its sole cost and expense repair any damage caused to the Property by reason of the installation, maintenance, removal, and/or replacement of any Tenant Equipment. The Tenant Equipment shall be and remain Tenant's property and promptly shall be removed by Tenant upon the expiration or earlier termination of this Lease. Equipment shall not interfere with existing equipment on the premises. Including, but not limited to, the solar array, ventilation equipment and other equipment located on the roof. Should the roof require repair or replacement, the tenant shall remove the equipment for the repair or replacement at no cost to the District. District will provide 30 days' notice to tenant of request to relocate or remove equipment unless there is an emergency repair. Emergency repairs will be conducted to ensure building integrity and the tenant shall be notified after the emergency is resolved.
5. **Access.** Tenant, at all times during this Lease, shall have access to the Leased Premises in order to inspect, maintain, replace, and repair its Antenna Facilities. Tenant shall have access to the Structure only with the approval of the Landlord. Tenant shall request access to the Structure twenty-four (24) hours in advance except in an emergency where PCs for People will be able to have access from 7:00AM to 9:00PM Monday through Sunday, everyday of the year, and Landlord's approval thereof shall not be unreasonably withheld or delayed.
6. **Conflicting Use.** In order to avoid interference, or potential interference, with the operation of Tenant's Equipment, Landlord agrees that it will not install or permit any other tenant of any building to install antennas, communications dishes or other equipment in or on the Property, without Tenant's prior consent. Which shall not be unreasonably withheld.
7. **Additional Maintenance Expenses.** Upon notice from Landlord, Tenant shall promptly pay to Landlord additional Landlord expenses incurred in maintaining the Leased Premises that are caused by Tenant's occupancy of the Leased Premises.
8. **Insurance.** Tenant shall, during the term of the lease, maintain property coverage on all personal property and fixtures owned by Tenant. Tenant acknowledges that Landlord is not responsible for insuring against the loss of Tenant's Equipment. Tenant shall also maintain single limit or combined limit general liability insurance policy of an amount not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate.
9. **Indemnification.** Tenant shall hold Landlord harmless from and indemnify Landlord against any and all liability, damage, loss and expense arising or resulting from the acts or omissions or caused by Tenant or Tenant's employees, servants, agents, guests, assigns, subtenants, visitors or licensees, in, upon or about the premises, the building or the adjacent

areas, including all common areas or arising out of or related to the use and occupancy of the occupancy or the business or activity conducted with respect to the property, including but not limited to injuries to person or property. This indemnification clause specifically includes reasonable attorney's fees incurred by the Landlord, and Tenant shall reimburse Landlord for attorney's fees as incurred and not only at the termination of the litigation or other dispute necessitating the retention of attorney by Landlord.

10. **Maintenance.** Tenant shall, at Tenants sole cost and expense, maintain the Premises in good order and repair and in a clean, safe and sanitary condition throughout the Lease term.
11. **Site Restoration.** In the event that this Lease is terminated or not renewed, Tenant shall have 60 days from the termination or expiration date to remove Tenant's Equipment from the Leased Premises, repair the site and restore the surface of the roof to the extent required. In the event that Tenant's Equipment is not removed to the reasonable satisfaction of the Landlord, they shall be deemed abandoned and become the property of the Landlord and Tenant shall have no further rights thereto.
12. **Assignment.** This Lease may not be sold, assigned, or transferred by Tenant without the written consent of the Landlord, such consent not to be unreasonably withheld.
13. **Miscellaneous Provisions.** (a) Landlord warrants that it has full right, power, and authority to execute this agreement. Landlord covenants that Tenants, in paying rent and performing the covenants by it herein made, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises. (b) The provisions of this Lease shall bind and inure to the benefit of the Parties hereto and their heirs, legal representatives, successors and assigns. (c) This Lease contains the entire agreement of the Parties with respect to any matter mentioned herein and supersedes any prior oral or written agreements. (d) This Lease may be amended in writing only, signed by the Parties in interest at the time of such amendment. (e) No waiver by either party of any provision hereof shall be deemed a waiver of any other provision or of any prior or subsequent breach or any provision hereof. (f) If any term or provision of this Lease is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this Lease, and the remaining provision shall be enforceable in accordance with their terms. (g) This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. (h) Each party agrees that this Lease and any other documents to be delivered in connection herewith may be electronically signed. (i) This Lease may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
14. **Notices and Other Communications.** Every notice required by this Lease shall be delivered either by personal delivery, or by postage prepaid return receipt requested certified mail addressed to the party for whom intended at the following addresses:

If to Landlord, to it at:
Minneapolis Public Schools
1250 West Broadway
Minneapolis, MN 55411
Attn: Real Estate Manager

With a copy to the General Counsel for Minneapolis Public Schools at the same address.

If to Tenant, to it at:
PCs for People Minnesota, LLC
2492 Doswell Avenue
Saint Paul, MN 55108

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

or at such other address as the intended recipient shall have designated by written notice.

IN WITNESS WHEREOF, the Parties have executed this Lease agreement as of the day and year first written above.

LANDLORD:

Minneapolis Public Schools

Special School District No. 1

By: _____

Name: Ibrahima Diop

Title: Senior Finance & Operations Officer

TENANT:

PCs for People Minnesota, LLC

By:  _____

Name: Bevin Bowersmith

Title: Executive Director

Exhibit A
The Property

PID	0102824220076
Address	3131 19th Ave S, Minneapolis, MN 55407
Owner/Taxpayer	
Owner	Special School District No 1
Taxpayer	SOUTH HIGH SCHOOL SPEC SCHOOL DIST 1 1250 W BROADWAY AVE MINNEAPOLIS MN 55411
Tax Parcel	
Parcel Area	7.98 acres 347,477 sq ft
Torrens/Abstract	Both
Addition	Minnehaha Addn To Mpls
Lot	
Block	
Metes & Bounds	All Of Blocks 9 10 15 And 16 Incl Adj 1/2 Of Vac Street And Alley



Exhibit B

Tenant Equipment

2 ft. 12-Gauge Half Slotted Metal Framing Strut Channel - Silver Galvanized (11)

2 in. Universal Strut Pipe Clamp - Silver Galvanized (9)

2 in. x 10 ft. Black Steel Sch. 40 Pipe (3)

2 in. Rigid Threaded Aluminum Conduit Body (3)

2 in. Service Entrance (SE) Cap (3)

CyberPower CP1000AVRLCD Intelligent LCD UPS System, 1000VA/600W (1)

EZ-62b Single Outlet Remote Power IP Switch (1)

Remote desktop / VPN tunnel

Wall Mount Server Rack Network Cabinet 23.6"x17.7" (1)

Baicells 436Q - LTE base station (5)

Polyphaser (20)

Transtector (5)

Alpha antenna - 65 degree sector (4)

KP antenna - 360 degree omnidirectional sector (1)

Ubiquiti EdgeRouter 12 (1)

AirFiber 24 (1)

**ROOFTOP ANTENNA LEASE BETWEEN
MINNEAPOLIS PUBLIC SCHOOLS, SPECIAL SCHOOL DISTRICT NUMBER 1
("Lessor") AND PC'S FOR PEOPLE MINNESOTA, LLC ("Lessee")**

THIS SITE LEASE AGREEMENT ("Lease"), made this **1st day of October, 2023**, by and between the **Minneapolis Public School District, Special School District No. 1**, a special school district created and existing under Minnesota law (the "District" or "Landlord"), and **PCs for People Minnesota, LLC**, an organization and existing under the laws of Minnesota ("Tenant", and collectively with Landlord, the "Parties").

WHEREAS, Landlord is the record owner of a certain parcel of real property located in the State of Minnesota, County of Hennepin, City of Minneapolis commonly known as Folwell Community School, 3611 20th Ave S, Minneapolis, MN 55407, and legally described in Exhibit A (the "Property"). The Property includes a District property building (the "Building") and surrounding real property.

Tenant desires to use a portion of the Property in connection with (its federally listed telecommunications business), and Landlord desires to grant Tenant the right to use such portion of the Property in accordance with the terms of this Lease.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. **Leased Premises.** Landlord hereby leases to the Tenant a portion Property, together with access and utility easements which shall be known as the "Leased Premises," and includes:
 - a) Non-exclusive use of the rooftop of the Property;
 - b) Adequate, nominal space in the Property as agreed by the Parties.
2. **Term; Termination.** The "Initial Term" of this Lease Agreement shall be for three (3) years commencing on the date of execution of this Agreement. This Lease shall automatically renew for successive three-year periods ("Renewal Term", collectively with the Initial Term, the "Term), unless either party sends written notice of non-renewal no later than 90 days prior the expiry of the Term.
3. **Rental.** The Parties agree that the Tenant's use of the Leased Premises is rent-free in order to facilitate services to Landlords tenants and community.
4. **Tenant's Use.**
 - a) **Purpose.** Tenant shall use the Leased Premises only for the purpose of inspecting, maintaining, replacing, and repairing communications antenna, dish and related equipment, and uses incidental thereto for providing radio and wireless telecommunication services which Tenant is legally authorized to provide. In connection therewith, Tenant may run through the Property and to the roof thereof, lines, conduits, cables, risers and any other lines and/or equipment necessary or desirable in connection with installing and operating the wireless

telecommunication equipment including, but not limited to, a Microwave Antenna and Communications Dish, described in Exhibit B (the "Tenant Equipment").

- b) **Tenant Equipment.** Tenant shall be responsible, at its sole cost and expense, for installing, maintaining and repairing the Tenant Equipment, and shall procure and maintain all permits and licenses which are required by any governmental authority in connection therewith. Tenant shall at its sole cost and expense repair any damage caused to the Property by reason of the installation, maintenance, removal, and/or replacement of any Tenant Equipment. The Tenant Equipment shall be and remain Tenant's property and promptly shall be removed by Tenant upon the expiration or earlier termination of this Lease. Equipment shall not interfere with existing equipment on the premises. Including, but not limited to, the solar array, ventilation equipment and other equipment located on the roof. Should the roof require repair or replacement, the tenant shall remove the equipment for the repair or replacement at no cost to the District. District will provide 30 days' notice to tenant of request to relocate or remove equipment unless there is an emergency repair. Emergency repairs will be conducted to ensure building integrity and the tenant shall be notified after the emergency is resolved.
5. **Access.** Tenant, at all times during this Lease, shall have access to the Leased Premises in order to inspect, maintain, replace, and repair its Antenna Facilities. Tenant shall have access to the Structure only with the approval of the Landlord. Tenant shall request access to the Structure twenty-four (24) hours in advance except in an emergency where PCs for People will be able to have access from 7:00AM to 9:00PM Monday through Sunday, everyday of the year, and Landlord's approval thereof shall not be unreasonably withheld or delayed.
6. **Conflicting Use.** In order to avoid interference, or potential interference, with the operation of Tenant's Equipment, Landlord agrees that it will not install or permit any other tenant of any building to install antennas, communications dishes or other equipment in or on the Property, without Tenant's prior consent. Which shall not be unreasonably withheld.
7. **Additional Maintenance Expenses.** Upon notice from Landlord, Tenant shall promptly pay to Landlord additional Landlord expenses incurred in maintaining the Leased Premises that are caused by Tenant's occupancy of the Leased Premises.
8. **Insurance.** Tenant shall, during the term of the lease, maintain property coverage on all personal property and fixtures owned by Tenant. Tenant acknowledges that Landlord is not responsible for insuring against the loss of Tenant's Equipment. Tenant shall also maintain single limit or combined limit general liability insurance policy of an amount not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate.
9. **Indemnification.** Tenant shall hold Landlord harmless from and indemnify Landlord against any and all liability, damage, loss and expense arising or resulting from the acts or omissions or caused by Tenant or Tenant's employees, servants, agents, guests, assigns, subtenants, visitors or licensees, in, upon or about the premises, the building or the adjacent

areas, including all common areas or arising out of or related to the use and occupancy of the occupancy or the business or activity conducted with respect to the property, including but not limited to injuries to person or property. This indemnification clause specifically includes reasonable attorney's fees incurred by the Landlord, and Tenant shall reimburse Landlord for attorney's fees as incurred and not only at the termination of the litigation or other dispute necessitating the retention of attorney by Landlord.

10. **Maintenance.** Tenant shall, at Tenants sole cost and expense, maintain the Premises in good order and repair and in a clean, safe and sanitary condition throughout the Lease term.
11. **Site Restoration.** In the event that this Lease is terminated or not renewed, Tenant shall have 60 days from the termination or expiration date to remove Tenant's Equipment from the Leased Premises, repair the site and restore the surface of the roof to the extent required. In the event that Tenant's Equipment is not removed to the reasonable satisfaction of the Landlord, they shall be deemed abandoned and become the property of the Landlord and Tenant shall have no further rights thereto.
12. **Assignment.** This Lease may not be sold, assigned, or transferred by Tenant without the written consent of the Landlord, such consent not to be unreasonably withheld.
13. **Miscellaneous Provisions.** (a) Landlord warrants that it has full right, power, and authority to execute this agreement. Landlord covenants that Tenants, in paying rent and performing the covenants by it herein made, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises. (b) The provisions of this Lease shall bind and inure to the benefit of the Parties hereto and their heirs, legal representatives, successors and assigns. (c) This Lease contains the entire agreement of the Parties with respect to any matter mentioned herein and supersedes any prior oral or written agreements. (d) This Lease may be amended in writing only, signed by the Parties in interest at the time of such amendment. (e) No waiver by either party of any provision hereof shall be deemed a waiver of any other provision or of any prior or subsequent breach or any provision hereof. (f) If any term or provision of this Lease is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this Lease, and the remaining provision shall be enforceable in accordance with their terms. (g) This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. (h) Each party agrees that this Lease and any other documents to be delivered in connection herewith may be electronically signed. (i) This Lease may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
14. **Notices and Other Communications.** Every notice required by this Lease shall be delivered either by personal delivery, or by postage prepaid return receipt requested certified mail addressed to the party for whom intended at the following addresses:

If to Landlord, to it at:
Minneapolis Public Schools
1250 West Broadway
Minneapolis, MN 55411
Attn: Real Estate Manager

With a copy to the General Counsel for Minneapolis Public Schools at the same address.

If to Tenant, to it at:
PCs for People Minnesota, LLC
2492 Doswell Avenue
Saint Paul, MN 55108

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

or at such other address as the intended recipient shall have designated by written notice.

IN WITNESS WHEREOF, the Parties have executed this Lease agreement as of the day and year first written above.

LANDLORD:

Minneapolis Public Schools

Special School District No. 1

By: _____

Name: Ibrahima Diop

Title: Senior Finance & Operations Officer

TENANT:

PCs for People Minnesota, LLC

By:  _____

Name: Bevin Bowersmith

Title: Executive Director

Exhibit A
The Property

PID	0102824330001
Address	3611 20th Ave S, Minneapolis, MN 55407

Owner/Taxpayer

Owner	Board Of Education
Taxpayer	MPLS BOARD EDUCATION DIST #1 FACILITIES DEPARTMENT 1250 W BROADWAY AVE MINNEAPOLIS MN 55411

Tax Parcel

Parcel Area	3.56 acres 154,978 sq ft
Torrens/Abstract	Both
Addition	Auditor'S Subd. No. 055
Lot	
Block	
Metes & Bounds	Lots 1 To 9 Incl



Exhibit B

Tenant Equipment

2 ft. 12-Gauge Half Slotted Metal Framing Strut Channel - Silver Galvanized (11)

2 in. Universal Strut Pipe Clamp - Silver Galvanized (9)

2 in. x 10 ft. Black Steel Sch. 40 Pipe (3)

2 in. Rigid Threaded Aluminum Conduit Body (3)

2 in. Service Entrance (SE) Cap (3)

CyberPower CP1000AVRLCD Intelligent LCD UPS System, 1000VA/600W (1)

EZ-62b Single Outlet Remote Power IP Switch (1)

Remote desktop / VPN tunnel

Wall Mount Server Rack Network Cabinet 23.6"x17.7" (1)

Baicells 436Q - LTE base station (5)

Polyphaser (20)

Transtector (5)

Alpha antenna - 65 degree sector (4)

KP antenna - 360 degree omnidirectional sector (1)

Ubiquiti EdgeRouter 12 (1)

AirFiber 24 (1)

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made this _____ day of _____, 2023, by and between Special School District No. 1, a public body corporate and politic under the laws of the State of Minnesota (“Landlord”) and Catholic Charities of The Archdioceses of Saint Paul and Minneapolis, a Minnesota nonprofit corporation, dba as Catholic Charities Children’s Day Treatment (“Tenant”).

1. LEASED PREMISES. Landlord does hereby lease to Tenant and Tenant does hereby take from Landlord one or multiple rooms (“Sites”), which are located at one or multiple facilities/properties each owned by Landlord (individually and collectively, the “Leased Premises”). Each Site that Tenant leases from Landlord pursuant to this Lease is listed and described on the attached Exhibit A. Tenant shall only be permitted to use the Site during the days of the week and times stated in “Use Schedule” set forth on Exhibit B.

2. TERM; EARLY TERMINATION.

(A) Term and Expiration. The term of this Lease shall commence on October 1, 2023, and shall expire on September 30, 2026, or such earlier date as provided herein (the “Term”). Tenant shall have the right to renew the Lease for three additional three-year terms (each such renewal term hereinafter referred to as the “Renewal Term”). Tenant must notify the Landlord in writing of Tenant’s intent to renew no later than 60 days prior to the expiration of the Term or the Renewal Term.

(B) Early Termination. This Lease or Tenant’s lease of any individual Site listed on Exhibit A may be cancelled with or without cause by either party upon 45 days’ written notice.

3. RENT. The Landlord and Tenant agree that Tenant will not be charged a use fee for its use of the Premises. Tenant agrees that it has no right to prorated Rent if this Agreement is terminated as provided for herein.

4. USE RESTRICTIONS.

(A) The Leased Premises must only be used by Tenant as facilities for Tenant’s children’s day treatment program and related community program and for no other purpose. Tenant must not occupy the Leased Premises during any weather-related school cancellations by Landlord. Tenant must comply with all applicable laws, ordinances, governmental regulations, and Landlord’s policies and rules in using the Leased Premises, as amended from time to time. Tenant shall not do anything in or about the Leased Premises which would in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease.

(B) Tenant shall not place or permit signs on the exterior or that are visible from the exterior of the Leased Premises, on the exterior of the building in which the Leased Premises is located, or elsewhere on the property in which the Leased Premises is located, unless otherwise approved in writing by Landlord.

(C) In the event of an emergency, as determined by Landlord in its sole discretion, Landlord shall have the right and privilege to enter and use any of the Leased Premises for the duration of the emergency. Following Landlord's emergency use of the Leased Premises, possession of the Leased Premises during the designated times set forth in the Use Schedule attached as Exhibit B shall be returned to Tenant. Landlord reserves the right to close some or all of the Leased Premises due to inclement weather or maintenance or repair of the Leased Premises. Landlord will attempt to provide reasonable advance notice to Tenant of such closure, however, due to the emergency circumstances such as weather conditions, advance notice of the closure may not be feasible.

(D) Tenant and its officials, employees, agents, contractors, and invitees may use the bathrooms on the Leased Premises during the operating hours of the buildings in which the Leased Premises are located.

(E) Tenant COVID protocols must be consistent with the current policy of Minneapolis Public Schools, if any.

5. ENVIRONMENTAL. Tenant agrees that throughout the term of the Lease, it shall not use the Leased Premises for the storage, handling, transportation, or disposal of any Hazardous Substances. "Hazardous Substances" for purposes of this Lease shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under any Environmental Law or other applicable federal, state or local laws and the regulations promulgated thereunder as: (i) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), the Federal Water Pollution Control Act, 33 U.S.C. §1321(14), as now or hereafter amended; (ii) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903(5), 6921, as now or hereafter amended; (iii) toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1) as now or hereafter amended; (iv) a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances or regulations, as now or as may be passed or promulgated in the future. "Hazardous Substances" shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.

Tenant will be solely liable for and will defend, indemnify, and hold Landlord, its officials, employees, contractors, and agents harmless from and against any and all claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with

Tenant's use, storage, handling, transportation, or disposal of Hazardous Substances on, at or under the Leased Premises, including cleanup or restoration of the Leased Premises if such cleanup or restoration is required by a governmental agency and directly related to the acts or omissions of Tenant. In no event will Tenant be responsible for the pre-existing condition of the Leased Premises.

The obligations of this paragraph shall survive the expiration or other termination of this Lease.

6. UTILITIES AND TAXES. Landlord shall pay all charges for all utilities, including water, sewer, gas, electric, garbage and refuse removal, Internet service, and cable/satellite television services to the Leased Premises. Landlord shall be responsible for paying all taxes, special assessments, or similar charges which are assessed, levied, charged, or imposed by any public authority upon the Leased Premises.

7. MAINTENANCE AND REPAIR OF THE PROPERTY. Landlord shall maintain the Leased Premises and the facilities and grounds of which the Leased Premises are a part in a safe and sanitary condition. Landlord shall be responsible for the operation, maintenance, and security of the Leased Premises, all wages, salaries, and related expenses of all on-site employees engaged in these activities, and all supplies and materials used in its operation and maintenance of the Leased Premises. Landlord shall be responsible for charges rendered under any maintenance and service agreements for the Leased Premises and the equipment therein and administrative costs for services that are directly connected to the operation of the Leased Premises. Landlord shall be responsible for any and all maintenance costs related to public areas of the buildings in which the Leased Premises are located, including all bathrooms, hallways, entrances, sidewalks, landscaping, parking lots, driveways, and service areas.

Tenant shall, at all times throughout the term of this Lease, and at its sole expense, clean, keep the Leased Premises and fixtures in at least as good condition as existed on the date of this Lease, reasonable wear and tear excepted. Tenant shall not allow any liens or encumbrances to be placed on the Leased Premises.

8. CONDITION OF LEASED PREMISES. Tenant agrees that by executing this Lease that it is accepting the Leased Premises in its present condition "AS IS" and that Landlord has made and makes no representations or warranty of any kind about the quality or condition of the Leased Premises its fitness for use for a particular purpose, or its fitness for Tenant's use. Landlord and Tenant agree that the Leased Premises is leased and that Tenant accepts possession of the Leased Premises as of the Commencement Date "As Is, Where Is, With All Faults." Tenant agrees that it will return the Leased Premises to the condition found at the commencement of this Lease, reasonable wear and tear excepted.

9. ALTERATION OR IMPROVEMENT OF THE LEASED PREMISES. Tenant may make alterations or improvements in or to the Leased Premises upon obtaining Landlord's prior written consent. Any approved alterations or improvements shall be made at Tenant's expense unless Landlord has agreed in writing to pay for them. If an improvement or alteration is authorized by Landlord, the parties shall execute an amendment to this Lease that includes an improvement schedule that includes a description of the improvement or alteration, the value of the improvement or alteration and the date that the improvement or alteration was made. Any alterations or improvements made to the Leased Premises during the term of this Lease shall become the sole property of Landlord upon termination or expiration of the Lease. Tenant agrees to pay all sums of money in respect of any labor, service, materials, supplies, or equipment furnished or alleged to have been furnished to Tenant in or about the Leased Premises, and not furnished on order of Landlord. Tenant shall not allow any liens or encumbrances to be placed on the Leased Premises.

10. INDEMNIFICATION; COVENANTS TO DEFEND AND HOLD HARMLESS.

(A) To the fullest extent permitted by law, Tenant agrees to indemnify Landlord, its officials, employees, contractors, agents, and others acting on its behalf, to hold them harmless, and to defend and protect them, from and against any and all loss, damage, liability, cost, and expense (specifically including reasonable attorneys' fees and other costs and expenses of defense), of any sort whatsoever, based upon, resulting from, or otherwise arising out of and in connection with any actions, claims or proceedings (from any source whatsoever) brought, or any loss, damage or injury of any type whatsoever sustained, by reason of any act or omission of Tenant, its officers, employees, contractors, invitees, or agents, or any other persons or entities for whose acts or omissions Tenant is legally responsible, in the performance of any of Tenant's obligations (whether express or implied) under this Lease.

(B) Tenant, its officers, employees, contractors, agents, and others acting on its behalf agree to indemnify, defend, and hold harmless Landlord, its officials, employees, contractors, agents, and other acting on its behalf from any and all claims, losses, damages, liabilities, causes of action, judgments, costs or expenses, including reasonable attorneys' fees which may be imposed upon or incurred by or asserted against Landlord or its officials, employees, contractors, agents, and others acting on its behalf with respect to any use, nonuse, or condition of the Leased Premises created by the Tenant or its invitees or attributable to the Tenant's use or manner of use of the Leased Premises.

(C) Notwithstanding anything to the contrary in this Lease, Landlord does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Statutes, Chapter 466 or as otherwise provided. Such statutory limited immunity shall apply whether an action, claim, demand, or lawsuit is initiated by Tenant or by any third party. In no event, shall Tenant assert or rely upon such statutory limited liability of Landlord to avoid liability for any act for which Tenant would otherwise be legally responsible.

(D) Nothing in this Lease shall be deemed to limit Landlord's right to have access to the Leased Premises, or to exercise its remedies under the Lease, or to make applications to a governmental entity with respect to the Leased Premises, or to protest taxes or assessments related to the Leased Premises, or to take other similar action with respect to the Leased Premises as a responsible landlord would elect.

(E) The obligations of this paragraph shall survive the expiration or other termination of this Lease.

11. CASUALTY INSURANCE AND WAIVERS OF CLAIMS.

(A) Personal Property Insurance: All personal property kept, maintained, or stored on the Leased Premises shall be kept, maintained, or stored at the sole risk of Tenant. Tenant shall carry insurance for the full insurable value of Tenant's supplies, materials, furnishings, vehicles, equipment, and all other items of personal property of Tenant located on or within the Leased Premises

(B) Liability Insurance. Tenant will keep in force general commercial liability insurance in amount not more than \$1,000,000 per claimant for death, bodily injury, personal injury, property loss, and damages and \$2,000,000 for total personal injury, bodily injury, property loss and damages.

(C) Property Insurance. Landlord will carry insurance during the term of this Lease at its expense for the full insurable value of the Leased Premises, including the buildings, with the exception of any tenant improvements, fixtures, and Tenant's personal property located on or within the Leased Premises. Tenant hereby waives and releases all claims, liabilities, and causes of action against Landlord and its officials, employees, contractors, and agents for loss or damage to, or destruction of any tenant improvements, fixtures, and personal property of Tenant, located in, upon or about the Leased Premises.

12. QUIET ENJOYMENT. Landlord warrants that it has full right to execute and to perform this Lease and to grant the rights contained herein, and that Tenant, upon its performance of all of the terms, conditions, covenants and agreements on its part to be observed and performed under this Lease and notwithstanding the use restrictions set forth in paragraph 4 of this Lease and Landlord's shared use of the Leased Premises as detailed on Exhibit A may peaceably and quietly enjoy the Leased Premises subject to the terms and conditions of this Lease.

13. ASSIGNMENT OR SUBLETTING. Tenant shall not sublet any portion of the Leased Premises or transfer or assign this Lease without obtaining the prior written consent of Landlord. Landlord's right to assign this Lease is and shall remain unqualified.

14. SALE OR ENCUMBRANCE OF THE PROPERTY. If Landlord sells or otherwise voluntarily conveys the Leased Premises during the term of this Lease, this Lease shall terminate without further action by either party.

15. HOLDING OVER. If Tenant remains in possession of the Leased Premises after the expiration or termination of this Lease and without the execution of a new lease, it shall be deemed to be occupying the Leased Premises as a tenant at sufferance, subject to all the conditions, provisions, and obligations of this Lease insofar as the same can be applicable to a tenancy at sufferance. Under no circumstances shall Tenant become a month-to-month tenant.

16. SURRENDER. Upon expiration or termination of this Lease, Tenant shall peaceably surrender the Leased Premises and remove all debris and personal property from the Leased Premises. Tenant shall not remove any of the immovable fixtures. Tenant shall be conclusively deemed to have abandoned any personal property not removed prior to the effective date of the termination of this Lease or Tenant's surrender of the Leased Premises. Any such property not removed prior to the effective date of Landlord's termination of this Lease or Tenant's surrender of the Leased Premises may be disposed of by Landlord. Tenant shall be responsible for any disposal costs. Tenant acknowledges that Landlord's execution of this Lease is strictly to the benefit of the Tenant and, in consideration thereof, Tenant waives any claim for relocation benefits or services regardless of the manner of termination of this Lease.

17. ACCESS TO PROPERTY. Tenant agrees to permit Landlord and the authorized representatives of Landlord to enter the Leased Premises at all times during usual business hours (upon 24 hours' notice to Tenant) for the purpose of inspecting the same and conducting such maintenance and repairs to the Leased Premises as may be desired by Landlord. In the event of a bona fide emergency, Landlord need not provide notice to Tenant if doing so would be impractical.

18. DEFAULT OF TENANT.

(A) Events of Default: The occurrence of any one or more of the following events shall constitute an Event of Default:

(1) Tenant's failure to operate a children's day treatment program or related community programming at the Leased Premises for a period of 60 days;

(2) Tenant's failure to maintain the insurance required herein, which failure remains uncured for 15 days following the written notice to Tenant of Tenant's failure to perform such obligation;

(3) Tenant's attempt to sublet any portion of the Leased Premises, or assign its interest under this Lease without the written permission of Landlord;

(4) Tenant files or has filed against it any bankruptcy, receivership, or other creditor's action or makes an assignment for the benefit of creditors;

(5) Tenant's failure to fully perform any of its obligations, other than the obligations referenced in subsections (1), (2), (3), or (4) above, which failure remains uncured for 30 days following Landlord's written notice to Tenant of its failure to perform such obligation.

(B) Landlord's Remedies: If an Event of Default occurs, Landlord shall have the following remedies:

(1) Landlord may, but shall not be obligated to, and without notice to or demand upon Tenant and without waiving or releasing Tenant from any obligations of Tenant under this Lease, pay or perform any obligations of Tenant; pay any cost or expense to be paid

by Tenant; obtain any insurance coverage and pay premiums therefor; and make any other payment or perform any other act on the part of Tenant to be made and performed as provided for in this Lease, in such manner and to such extent as Landlord may deem desirable, and in exercising any such right, may also pay all necessary and incidental costs and expenses, employ counsel and incur and pay attorneys' fees.

(2) Neither the passage of time after the occurrence of an Event of Default nor Landlord's exercise of any other remedy with regard to such Event of Default shall limit Landlord's right to terminate the Lease by written notice to Tenant.

(3) Landlord may, whether or not Landlord has elected to terminate this Lease, immediately commence summary proceedings in unlawful detainer to recover possession of the Leased Premises. In the event of the issuance of a writ of restitution in such proceeding, upon Landlord's reentry upon and repossession of the Leased Premises, Landlord may remove Tenant and all other persons from the Leased Premises (subject to Tenant's right and responsibility to remove its personal property pursuant to paragraph 16). In the event Landlord reenters the Leased Premises pursuant to this paragraph and Tenant fails to remove its personal property within the time period provided in paragraph 16, all items of personal property not removed by Tenant within said period shall be deemed abandoned, and title thereto shall transfer to Landlord at the expiration of such period or, upon Tenant's vacation of the Leased Premises. These items may be disposed of by Landlord. Tenant shall be responsible for all disposal costs.

(4) In addition to all other remedies of Landlord, Landlord shall be entitled to reimbursement upon demand of all reasonable attorneys' fees which Landlord incurs in connection with any Event of Default.

(5) Landlord may initiate legal proceedings to enforce the provisions of this Lease.

No remedy provided for herein or elsewhere in this Lease or otherwise available to Landlord by law, statute, or equity, shall be exclusive of any other remedy, but all such remedies shall be cumulative and may be exercised from time to time and as often as the occasion may arise.

19. DAMAGE OR DESTRUCTION. If any of the Leased Premises is damaged or destroyed, or incurs substantial damage due to vandalism or other unforeseen causes during the term of this Lease, Landlord has no obligation to repair or rebuild the Leased Premises and may instead opt to terminate this Lease or amend this Lease so that it no longer includes the premises or facility so damaged or destroyed. Landlord shall be entitled to any insurance proceeds for the damage to or loss of the Leased Premises.

20. EMINENT DOMAIN. If the whole or any part of the Leased Premises shall be taken by any public authority under the power of eminent domain, Tenant shall have no claim to, nor shall Tenant be entitled to, any portion of any award, for damages or otherwise. In the event only a portion of the Leased Premises are taken, the Lease shall terminate as to the part taken, without proration to the Rent for the remainder of the Leased Premises.

21. GENERAL.

(A) Relationship of Landlord and Tenant: The Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationships between the parties hereto being that of landlord and tenant under this Lease.

(B) Waiver: No waiver of Landlord's remedies upon the occurrence of an Event of Default shall be implied from any omission by Landlord to take any action on account of such Event of Default, and no express waiver shall affect any Event of Default other than the Event of Default specified in the express waiver and such an express waiver shall be effective only for the time and to the extent expressly stated. One or more waivers by Landlord shall not then be construed as a waiver of a subsequent Event of Default.

(C) Choice of Law: The laws of the State of Minnesota shall govern the validity, performance, and enforcement of this Lease.

(D) Time: Time is of the essence in the performance of all obligations under this Lease.

(E) Notices and Demands. Except as otherwise expressly provided in this Lease, any notice, demand, or other communication under the Lease any related document by either party to the other shall be sufficiently given or delivered if it is dispatched by certified mail, return receipt requested or delivered personally to:

(1) in the case of Tenant: Catholic Charities of The Archdiocese of
Saint Paul and Minneapolis
1007 East 14th Street
Minneapolis, MN 55404

(2) in the case of Landlord: Minneapolis Public Schools
Special School District No. 1
1250 West Broadway Avenue
Minneapolis, MN 55411

Attn: Real Estate Manager

With a copy to:

General Counsel
Minneapolis Public Schools
1250 West Broadway Avenue
Minneapolis, MN 55411

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph 20.

(F) Entire Agreement and Amendment: This Lease constitutes the entire agreement between Landlord and Tenant affecting the Leased Premises and there are no other agreements, either oral or written, between the parties other than said documents and as are herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and executed in the same form and manner in which this Lease is executed. If Tenant either leases an additional site from Landlord or vacates a site listed on Exhibit A, this Lease will need to be amended and Exhibit A replaced.

(G) Successors and Assigns: The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(H) Severability. Each provision of this Lease is intended to be severable. If a provision of this Lease is held by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Lease.

(I) Authority to Execute. Each party represents and warrants to the other that (i) it has the full right, power and authority to execute this Lease and has the power to grant all rights hereunder; (ii) its execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on said party; and (iii) the execution and delivery of this Lease, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provision of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

IN WITNESS WHEREOF, Landlord and Tenant have caused these presents to be executed in form and manner sufficient to bind them at law, as of the day and year first above written.

**CATHOLIC CHARITIES OF THE
ARCHDIOCESES OF SAINT PAUL
AND MINNEAPOLIS**

By: 

Name: Keith Kozerski

Its: Chief Program Officer

Date: 10/5/2023

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Ibrahima Diop

Its: Senior Finance & Operations Officer

Date: _____

EXHIBIT A

Leased Premises Floor 1

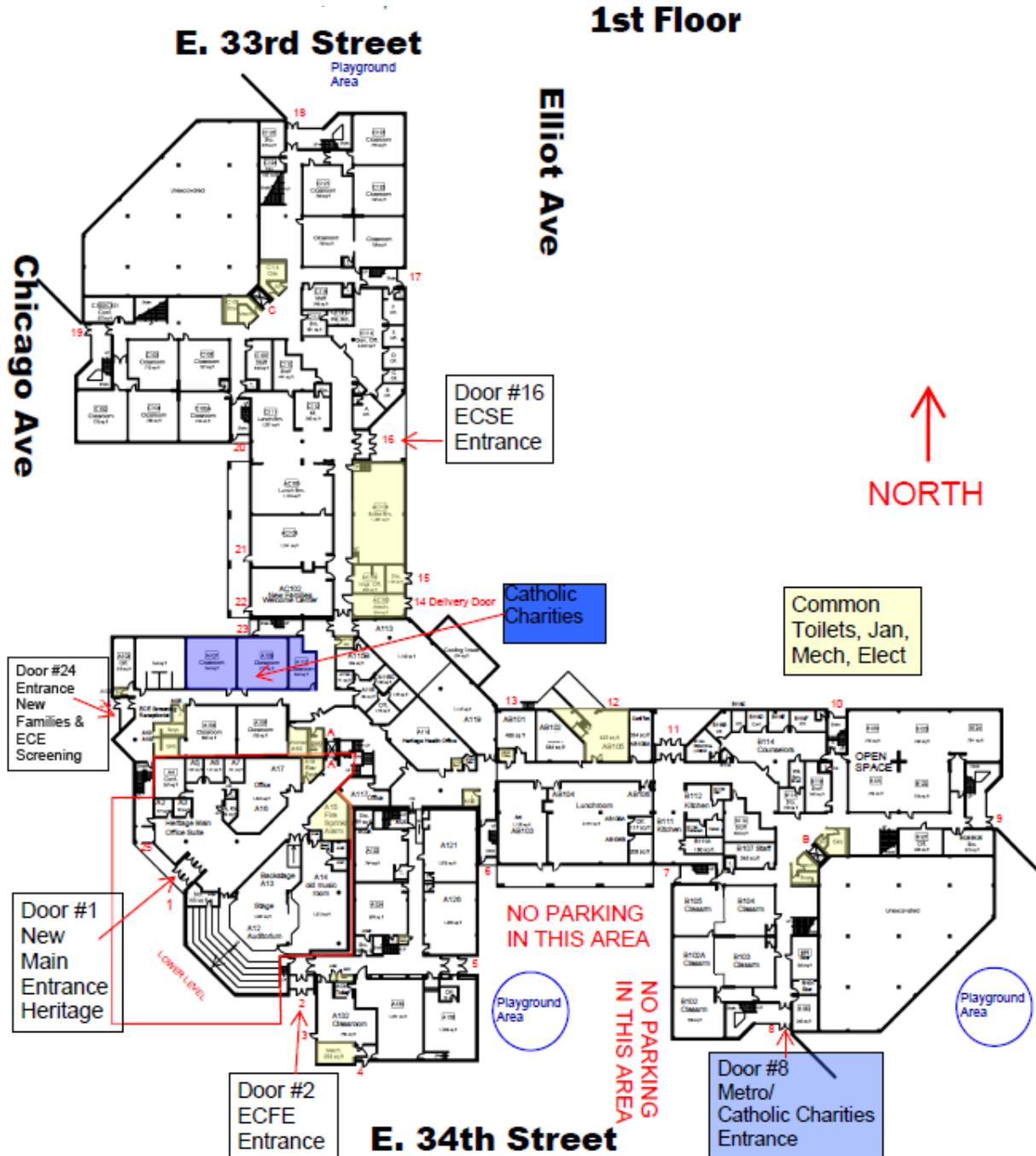


Exhibit B

Use Schedule

Leased Room	Use Schedule
A107	Monday-Friday 7:00 a.m. to 5:00 p.m.
A108	Monday-Friday 7:00 a.m. to 5:00 p.m.
A112	Monday-Friday 7:00 a.m. to 5:00 p.m.
B200	Monday-Friday 7:00 a.m. to 5:00 p.m.
B201	Monday-Friday 7:00 a.m. to 5:00 p.m.
B202	Monday-Friday 7:00 a.m. to 5:00 p.m.
B203	Monday-Friday 7:00 a.m. to 5:00 p.m.
B204	Monday-Friday 7:00 a.m. to 5:00 p.m.
B205	Monday-Friday 7:00 a.m. to 5:00 p.m.
B206	Monday-Friday 7:00 a.m. to 5:00 p.m.
B207	Monday-Friday 7:00 a.m. to 5:00 p.m.
B209	Monday-Friday 7:00 a.m. to 5:00 p.m.
B210	Monday-Friday 7:00 a.m. to 5:00 p.m.
B213	Monday-Friday 7:00 a.m. to 5:00 p.m.

**MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2023-0060**

RESOLUTION REVISING AND RENAMING POLICY 3504

WHEREAS, The proposed revisions are required to align the policy with state or federal law.

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

SECTION 1: **AMENDMENT** “Policy 3504: Public Data Requests” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 3504: ~~Public~~Government Data Requests

1. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of government~~public~~ data as provided in state statutes.

2. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (MGDPA), and Minn. Rules Parts 1205.0100-1205.2000 in responding to requests for government~~public~~ data.

3. DEFINITIONS

- a. ~~“Government data” means all recorded information that the school district has, including paper, email, flash drives, CDs, DVDs, photographs, etc.~~
- b. ~~“Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public’s own computer equipment.~~
- c. ~~“Public data” means all government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.~~
- d. ~~“Responsible authority” means the individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless~~

otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

- e. *"Data practices compliance official"* is the designated employee by the responsible authority to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- f. *"Summary data"* means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable.

4. **DEFINITIONS**

- a. *Confidential Data on Individuals*
Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.
- b. *Data on Individuals*
All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.
- c. *Data Practices Compliance Official*
The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.
- d. *Government Data*
All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.
- e. *Individual*
"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.
- f. *Inspection*
"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment.

- g. Not Public Data
Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.
- h. Nonpublic Data
Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.
- i. Private Data on Individuals
Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.
- j. Protected Nonpublic Data
Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.
- k. Public Data
All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.
- l. Public Data Not on Individuals
Data accessible to the public pursuant to Minnesota Statutes section 13.03.
- m. Public Data on Individuals
Data accessible to the public in accordance with the provisions of section 13.03.
- n. Responsible Authority
The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.
- o. Summary Data
Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

5. REQUESTS FOR PUBLIC DATA

- a. All requests for public data must be made in writing directed to the responsible authority or through a designated form or application.
 - i. A request for public data must include the following information:
 - (1) Date the request is made;
 - (2) A clear description of the data requested;
 - (3) Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

- (4) Method to contact the requestor (such as phone number, address, or email address).
 - ii. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data. A requestor is not required to explain the reason for the data request.
 - iii. The identity of the requestor is public, if provided, but cannot be required by the government entity.
 - iv. The responsible authority or designee may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- b. The responsible authority or designee will respond to a data request at reasonable times and places as follows:
- i. The responsible authority or designee will notify the requestor in writing as follows:
 - (1) The requested data does not exist; or
 - (2) The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
 - (A) If the responsible authority or designee determines that the requested data is classified so that access to the requestor is denied, the responsible authority or designee will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
 - (B) Upon the request of a requestor who is denied access to data, the responsible authority or designee shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
 - (3) The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
 - ii. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular

- period of time.
- iii. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
 - iv. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
 - v. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

6. REQUEST FOR SUMMARY DATA

- a. A request for the preparation of summary data shall be made in writing directed to the responsible authority or designee, or through a designated form or application.
 - i. A request for the preparation of summary data must include the following information:
 - (1) Date the request is made;
 - (2) A clear description of the data requested;
 - (3) Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - (4) Method to contact requestor (phone number, address, or email address).
 - b. The responsible authority or designee will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
 - i. The estimated costs of preparing the summary data, if any; and
 - ii. The summary data requested; or
 - iii. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
 - iv. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data
 - c. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

7. DATA ON INDIVIDUALS

- a. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.
- b. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota

Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.

- c. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.
- d. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.
- e. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.
- f. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.
- g. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the responsible authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.
- h. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.
- i. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.
- j. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any

particulars of the successfully challenged data.

8. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

- a. All requests for individual subject data must be made in writing directed to the responsible authority or designee, or through a designated form or application.
- b. A request for individual subject data must include the following information:
 - i. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;
 - ii. Date the request is made;
 - iii. A clear description of the data requested;
 - iv. Proof that the individual is the data subject or the data subject's parent or guardian;
 - v. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - vi. Method to contact the requestor (such as phone number, address, or email address).
- c. The identity of the requestor of private data is private.
- d. The responsible authority or designee may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- e. Policy 5690 (Student Data) addresses requests of students or their parents for educational records and data.

9. COSTS

- a. Public Data
 - i. The school district will charge for copies provided as follows:
 - (1) 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
 - (2) More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.
 - (A) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).
 - (B) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.
 - ii. All charges must be paid in advance of receiving the copies.
- b. Summary Data
 - i. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

- ii. The school district may assess costs associated with the preparation of summary data as follows:
 - (1) The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
 - (2) The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

c. Data Belonging to an Individual Subject

- i. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority or designee shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section 8.A of this policy that apply to requests for data by the public.

- ii. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

10. ANNUAL REVIEW AND POSTING

- a. The responsible authority shall prepare a written public data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the ability to access data.
- b. Copies of the policies shall be easily available to the public. The policies are published on the school district's website, [linked here](#).

Original Adoption:

8/10/2021

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) Minn. Stat. § 13.01 (Government Data) Minn. Stat. § 13.02 (Definitions) Minn. Stat. § 13.025 (Government Entity Obligation) Minn. Stat. § 13.03 (Access to Government Data) Minn. Stat. § 13.04 (Rights of Subjects to Data) Minn. Stat. § 13.05 (Duties of Responsible Authority) Minn. Stat. § 13.32 (Educational Data) Minn. Rules Part 1205.0300 (Access to Public Data) Minn. Rules Part 1205.0400 (Access to Private Data)

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

	AYE	NAY	ABSENT	ABSTAIN
Abdi	_____	_____	_____	_____
Beachy	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Emerick	_____	_____	_____	_____
Feerayarre	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____
Norvell	_____	_____	_____	_____

Presiding Officer

Attest

Sharon El-Amin, Chair, Minneapolis
Public Schools

Lori Norvell, Clerk, Minneapolis
Public Schools

**MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2023-0053**

RESOLUTION AMENDING POLICY 5201

WHEREAS, The proposed revisions are required to align to a recent change in state or federal law.

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

SECTION 1: **AMENDMENT** “Policy 5201: Bullying And Hazing Prohibition” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 5201: Bullying And Hazing Prohibition

1. PURPOSE

The purpose of this policy is to maintain a safe and supportive learning environment for students and staff that is free from bullying or hazing. The District cannot monitor the activities of students at all times and eliminate all incidents of bullying between students or hazing, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the District’s schools and the rights and welfare of its students and is within the control of the District in its normal operations, it is the District’s intent to prevent bullying and/or hazing. It is also the District’s intent to take action to investigate, respond to, remediate, and impose discipline for those acts of bullying and hazing which have not been successfully prevented.

2. GENERAL STATEMENT OF POLICY

- a. Bullying or hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited.
 - i. This policy applies to any student whose conduct interferes with or obstructs the mission or operations of the District or the safety or welfare of the student, other students or employees of the District and, as it applies to behavior against other students:
 - (1) Where there is an actual or perceived imbalance of power between the student acting and the target of that behavior, and
 - (2) Where the conduct is repeated or forms a pattern, or
 - (3) Where the conduct materially and substantially interferes with a student’s educational opportunities, or performance, or ability to participate in school functions or activities or receive

school benefits, services or privileges.

- ii. The policy applies to conduct that occurs:
 - (1) on school premises,
 - (2) at school functions or activities,
 - (3) on school provided transportation
 - (4) by use of electronic technology and communications on school premises, during school functions or activities, on school provided transportation, on school provided technology, networks, forums or mailing lists;
 - (5) by use of electronic technology and communications off school premises when such use substantially and materially disrupts student learning or the school environment.
- iii. This policy applies to any harming conduct that
 - (1) causes physical harm to a student or a student's property or
 - (2) causes a student to be in reasonable fear of harm to person or property, or
 - (3) violates a student's reasonable expectation of privacy, or
 - (4) constitutes intentional infliction of emotional distress against a student;
 - (5) is directed at a student or students based on the actual or perceived student's:
 - (A) race
 - (B) ethnicity
 - (C) color,
 - (D) creed,
 - (E) religion
 - (F) national origin
 - (G) immigration status
 - (H) gender,
 - (I) marital status,
 - (J) familial status,
 - (K) socioeconomic status,
 - (L) physical appearance,
 - (M) sexual orientation,
 - (N) gender identity or expression
 - (O) academic status related to student performance
 - (P) disability,
 - (Q) status with regard to public assistance,
 - (R) age,
 - (S) other protected class characteristic under the Minnesota Human Rights Act
- iv. This policy also applies to conduct that is characterized as, but is not limited to:
 - (1) teasing,
 - (2) abusive;

- (3) intimidating,
- (4) defaming,
- (5) threatening,
- (6) terrorizing,
- (7) exclusionary, or
- (8) provocative conduct that induces or causes others to act in violation of this policy.

This policy applies to any misuse of technology that directs the conduct identified above toward any student.

- v. This policy also prohibits sexual exploitation. This prohibition applies to students, independent contractors, teachers, administrators, and other school personnel.
- vi. This policy also prohibits malicious and sadistic conduct involving race, color, creed, national origin, sex, age, marital status, status with regard to public assistance, disability, religion, sexual harassment, and sexual orientation and gender identity as defined in Minnesota Statutes, chapter 363A. This prohibition applies to students, independent contractors, teachers, administrators, and other school personnel.

Malicious and sadistic conduct and sexual exploitation by a school district or school staff member, independent contractor, or enrolled student against a staff member, independent contractor, or student that occurs in a manner described in this policy is prohibited.

”Malicious and sadistic conduct” means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty.

- b. No student, independent contractor, teacher, administrator~~employee or~~ other school personnel of the District shall plan, direct, encourage, aid or engage in bullying and/ or hazing.
- c. No employee or other personnel of the District shall permit, condone or tolerate bullying and/or hazing.
- d. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- e. In the case of behavior that constitutes hazing this policy applies to behavior that occurs on or off school property and during and after school hours.
- f. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be considered hazing and is subject to discipline for that act.
- g. It shall be a violation of this policy to retaliate against any person who:
 - i. makes a good faith report of alleged bullying or hazing,
 - ii. acts as a witness in any fact finding or investigation,

- iii. testifies, assists or participates in any bullying or hazing
 - (1) fact-finding or investigation
 - (2) hearing, or
 - (3) proceeding.
- h. Submission of a good faith complaint or report of bullying or hazing will not affect the complainant or reporter's future employment, grades, course credit acquisition, or work assignments.
- i. Any student or employee who supplies information in a complaint or investigation that is determined to have been falsely and maliciously supplied shall be subject to discipline.
- j. The District shall act to initiate an investigation of all complaints of bullying or hazing within three (3) school days of a report of alleged conduct prohibited by this policy.
- k. The District shall discipline or take appropriate action against any student, employee or other personnel of the District who is found to have violated this policy. Discipline shall be consistent with the requirements of applicable collective bargaining agreements, applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act, the district's Behavior Standards Policy and other district policies.
- l. Remedial and restorative responses to prohibited conduct shall be offered to actors, targets and bystanders that are tailored to the particular behavior or conduct, the students' developmental ages and behavioral histories.
- m. Within the limitations of appropriate data protection requirements, parents of students alleged to have engaged in prohibited conduct and parents of alleged targets of that conduct, shall be notified of the alleged conduct and the investigation into the allegations.

3. RESPONSIBILITY

- a. The Superintendent is authorized to promulgate regulations to support the implementation of this policy.
- b. This policy shall be given to students, parents, employees and other personnel of the district.
- c. Teachers, administrators, volunteers, contractors and other personnel of the school district shall be particularly alert to possible situations, circumstances or events which might include or encourage bullying or hazing. Any such person who receives a report of, observes, or has other knowledge or belief of conduct which may constitute bullying or hazing shall inform the building principal or site administrator immediately. Employees and district contractors shall intervene in observed conduct that constitutes bullying or hazing to protect the target of the prohibited conduct.
- d. The District will provide information and applicable training to school district staff regarding this policy at least every three years
- e. The administration of the District is directed to implement programs and other initiatives to prevent bullying, provide education and information to students regarding bullying and to respond to bullying in a manner that does not stigmatize the target, and to make resources or referrals available to targets of

bullying or hazing and their families.

- f. The principal or site administrator of a school is the primary contact person to receive reports of prohibited conduct, and is responsible to assure that this policy is administered and implemented in a full and fair fashion. The principal, or principal's designee, shall conduct the required investigation into allegations of bullying.

- g. The District may implement violence prevention, character development and prosocial skills education programs to prevent and reduce policy violations.

Original Adoption:

12/16/1997

Revision Dates:

10/26/2004, 05/27/2008, 10/14/2014

Legal References:

- Minn. Stat. § 120B.22 (Violence Prevention Education)
- Minn. Stat. § 120B.232 (Character Development Education)
- Minn. Stat. § 121A.031 (School Student Bullying Policy)
- Minn. Stat. § 121A.40 - 121A.56 (Pupil Fair Dismissal Act)
- Minn. Stat. § 121A.69 (Hazing Policy)

MPS Policy Cross References:

- Policy 4002 (Harassment and Violence Prohibition)
- Policy 5200 (Behavior Standards)
- Regulation 5201 A (Reporting Procedures and District Action: Bullying and Hazing)
- Regulation 5201 B (Definitions: Bullying and Hazing)

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

	AYE	NAY	ABSENT	ABSTAIN
Abdi	_____	_____	_____	_____
Beachy	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Emerick	_____	_____	_____	_____
Feerayarre	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____
Norvell	_____	_____	_____	_____

Presiding Officer

Attest

 Sharon El-Amin, Chair, Minneapolis
 Public Schools

 Lori Norvell, Clerk, Minneapolis
 Public Schools

MEMO

To: Board of Education

From: Ryan Strack, Assistant to the Superintendent and Board

Date: 10/10/2023

Re: Resolution 2023-0061 (Counting Write-In Votes for School Board Offices)

Background

Last session, the Minnesota Legislature amended [Minnesota Statutes Section 204B.09, subdivision 3](#), to allow local governing bodies, including school boards, to adopt a resolution so that write-in votes would only be counted if a single write-in candidate is equal to or greater than the fewest number of non-write-in votes for a ballot candidate.

For example, in the 2022 at-large school board race, the four candidates on the ballot received 31,941; 51,872; 52,365; and 68,084 votes respectively, while the total of all write-in votes was 1,686. Adoption of this resolution would mean that in future elections, the 1,686 write-in votes would not need to be individually recorded as the total number is smaller than that of the non-write-in candidate who received the fewest votes. Approval of this resolution would save election staff time and resources performing an unnecessary task during a time when they are typically very busy tabulating several races and preparing canvass reports.

Recommendation

In partnership with the City of Minneapolis Elections Office, who is contracted to administer Minneapolis Public Schools' elections, it is recommended that the Board adopt resolution 2023-0061.

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



Resolution No. 2023-0061
October 10, 2023

Resolution for Counting Write-In Votes for School Board Offices

WHEREAS, Minnesota Statutes 204B.09, subdivision 3 allows for the governing body of a school district to adopt a resolution governing the counting of write-in votes for local elective office; and

WHEREAS, the current write-in vote counting process is overly time consuming, unnecessary, and it does not result in a change in election results unless a single write-in candidate receives more votes than candidates listed on the ballot.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby requires that write-in votes for an individual candidate will only be individually recorded if the total number of write-in votes for that office is equal to or greater than the fewest number of non-write-in votes for a ballot candidate.

ADOPTED this 10th day of October 2023.

Sharon El-Amin, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2023-0061)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

(Top 3 inches reserved for recording data)

**DISCHARGE OF RESTRICTIVE COVENANT AFFECTING
PROTECTED CLASSES
Minn. Stat. 507.18**

**Minnesota Uniform Conveyancing Blanks
Form 40.10.1 (2019)**

Pursuant to Minnesota Statutes, Section 507.18, any restrictive covenant affecting a protected class, including covenants which were placed on the real property with the intent of restricting the use, occupancy, ownership, or financing because of a person's race, color, creed, national origin, or religious beliefs, is discharged and released from the land described herein.

State of Minnesota, County of Hennepin

I/we, the Board Chair and the Board Clerk of the Minneapolis Board of Education of Special School District No. 1, a Minnesota body corporate and politic, having an ownership or other interest in all or part of the real property described herein, solemnly swear that the contents of this form are true to the best of my/our knowledge, except as to those matters stated on information and belief, and that as to those matters I/we believe them to be true.

Name and Address of Owner(s):

Minneapolis Public Schools
Davis Center
1250 W. Broadway Ave.
Minneapolis, MN 55411

The real property owned by Owner(s) is located in Hennepin County, Minnesota, and is legally described as follows:

Lots 3, and 17 to 22 inclusive in Block 2 Calhoun Terrace Addition Minneapolis Minn.

Parcel ID No. 08-028-24-23-0084
Torrens Certificate No. 31713

Owner, the Board Chair and the Board Clerk of the Minneapolis Board of Education of Special School District No. 1, a Minnesota body corporate and politic, swears and affirms that the information provided in this form is true and correct based on the information available and based on reasonable information and belief.

- (1) a restrictive covenant which had the intent to restrict the use, occupancy, ownership, or financing of this property based on a protected class, including race, color, creed, national origin, or religion, existed at one time related to the property described in this form;
- (2) the restrictive covenant is contained in an instrument dated May 22, 1924 and recorded as Document No. 52646 on December 31, 1924, in the Office of the Registrar of Titles for Hennepin County, Minnesota, which is attached herein as Exhibit A;
- (3) restrictive covenants relating to or affecting protected classes are unenforceable and void pursuant to Minnesota Statutes, sections 507.18 and 363A.09, the United States Constitution, and the Minnesota Constitution;
- (4) Minnesota Statutes, section 507.18, provides for the discharge of a restrictive covenant of the nature described herein through the use of this statutory form to permanently discharge such covenants from the land described herein and release the current and future landowner(s) from any such restrictive covenant related to or affecting protected classes;
- (5) the instrument containing such restrictive covenants shall have full force in all other respects and shall be construed as if no such restrictive covenant was contained therein; and
- (6) the filing of this form does not alter or change the duration of expiration of covenants, conditions, or restrictions under Minnesota Statutes, section 500.20.

The affiant(s) know(s) the matters herein stated are true and make(s) this affidavit for the purpose of documenting the discharge of the illegal and unenforceable restrictive covenants affecting protected classes.

Sharon El-Amin, Board Chair

Lori Norvell, Board Clerk

Signed and sworn to before me on _____, 2023, by Sharon El-Amin and Lori Norvell, the Board Chair and the Board Clerk, respectively, of the Minneapolis Board of Education of Special School District No. 1, a Minnesota body corporate and politic, on behalf of the District.

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____

THIS INSTRUMENT WAS DRAFTED BY:
Kennedy & Graven, Chartered (SJS)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-930

EXHIBIT A

Restrictive Deed

646

WARRANTY DEED-CALHOUN TERRACE

This Indenture, Made this 22nd day of May in the year of our Lord one thousand nine hundred and twenty-four (1924) between John Royal Johnson and Mina Johnson, his wife, of the County of Hennepin and State of Minnesota, parties of the first part, and The Board of Education of the City of Minneapolis, a school Corporation under the laws of the State of Minnesota

of the County of Hennepin and State of Minnesota, party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration, Convey and Warrant unto the said party of the second part, the following described real estate in the County of Hennepin and State of Minnesota, to-wit: Lots Three (3), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), and Twenty-two (22) in Block Two (2),

Calhoun Terrace Addition Minneapolis Minn. according to the map or plat thereof on file and of record in the office of the Register of Deeds in and for said County, subject to the taxes thereon for the year 1923 and subsequent years and all special assessments or installments thereof not included with the taxes prior thereto and all incumbrances or liens, if any, that may have accrued against the said property since April 25, 1923 not incurred by said first parties.

This conveyance is made subject to the covenants, agreements and restrictions of the parties hereto, first, that no ground or land shall be removed from said premises except such as is used in the erection, construction or alterations of buildings on said premises; second, that no ten or ten paper buildings, or what are commonly designated as "shacks," shall be erected or constructed upon said premises or any part thereof, and that no building and no part of any building, excepting houses, porches and sun porches, shall be erected upon said premises nearer than thirty feet from the front lot line; third, that no building shall be erected or constructed upon said premises for occupation as a dwelling house or occupied as such which shall cost less than Three Thousand (\$3000.00)

Dollars, excepting that garages built on the rear thirty feet of said premises may be occupied; fourth, that the exterior of all buildings erected upon said premises shall be completely finished within six months from the time work is commenced on such building, and that no person shall occupy or use such building as a dwelling until the exterior thereof shall have been completely finished; fifth, that no duplex, flat building or dwelling house for more than one family, and no mercantile, manufacturing, store or other business building shall be erected on said premises nor shall any building be used or occupied as a mercantile, manufacturing, store or other business building on said premises; and sixth, that no person or persons other than of the Caucasian race shall be permitted to occupy said premises or any part thereof.

The foregoing covenants, warranty and restriction shall run with the land and shall bind the grantee hereto and the heirs, executors, administrators, successors and assigns of said grantee until the first day of January, 1940, when said covenants, warranty and restriction shall cease and terminate and said conveyance shall become absolute and said land shall be free from any restriction of any kind hereby created; and any breach of said covenants, conditions and restrictions, before such time, shall operate to revive said this conveyance and the title, upon breach as aforesaid, shall revert to and rest in the grantors hereto, their heirs, representatives or assigns each of whom, respectively, shall have the right to institute recovery upon said property in the event of any such breach; but any breach of said covenants and restrictions against occupancy shall not invalidate any mortgage or deed of trust made upon said property or on any part of said land and for a good and sufficient consideration.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of John Royal Johnson (SEAL) and Mina Johnson (SEAL)

STATE OF MINNESOTA } ss. County of Hennepin.

On this 22nd day of May A. D. 1924, before me, a Notary Public within and for said County, personally appeared John Royal Johnson and Mina Johnson, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

INGRID HARMUSSEN Notary Public, Hennepin County, Minn. My commission expires Feb. 15, 1929

31715

52646
REGISTERED TITLE
WARRANTY DEED

JOHN ROBSTOL JOHNSON & WIFE
to
The Board of Education

OFFICE OF REGISTRAR OF TITLES
County of Hennepin, Minn.
I hereby certify that the within instrument was filed in this office on the
31 day of *Dec.*
A. D. 19*24*, at *3 20* o'clock *P. M.*

James C. Skog
Registrar of Titles
By *W. H. Ward*
Deputy

Taxes paid and transfer entered this
day of _____ 19____

County Auditor
By _____
Deputy

Dickinson & Gillespie
REAL ESTATE
Minneapolis, Minnesota

3-17-24
1 *Waltham Terrace*

RECEIVED AND REGISTERED
NOV 17 1924
AL P. [unclear] REGISTRAR
By *W. H. Ward*

TAXES PAID BY BUYER
REGISTERED PROPERTY IS N. *23*

Henry Vogel
By *W. H. Ward*

(Top 3 inches reserved for recording data)

**DISCHARGE OF RESTRICTIVE COVENANT AFFECTING
PROTECTED CLASSES
Minn. Stat. 507.18**

**Minnesota Uniform Conveyancing Blanks
Form 40.10.1 (2019)**

Pursuant to Minnesota Statutes, Section 507.18, any restrictive covenant affecting a protected class, including covenants which were placed on the real property with the intent of restricting the use, occupancy, ownership, or financing because of a person's race, color, creed, national origin, or religious beliefs, is discharged and released from the land described herein.

State of Minnesota, County of Hennepin

I/we, the Board Chair and the Board Clerk of the Minneapolis Board of Education of Special School District No. 1, a Minnesota body corporate and politic, having an ownership or other interest in all or part of the real property described herein, solemnly swear that the contents of this form are true to the best of my/our knowledge, except as to those matters stated on information and belief, and that as to those matters I/we believe them to be true.

Name and Address of Owner(s):

Minneapolis Public Schools
Davis Center
1250 W. Broadway Ave.
Minneapolis, MN 55411

The real property owned by Owner(s) is located in Hennepin County, Minnesota, and is legally described as follows:

Lots 11, 12 and 24, Block 2, Calhoun Terrace Addition Minneapolis Minn.

Parcel ID No. 08-028-24-23-0084
Torrens Certificate No. 31714

Owner, the Board Chair and the Board Clerk of the Minneapolis Board of Education of Special School District No. 1, a Minnesota body corporate and politic, swears and affirms that the information provided in this form is true and correct based on the information available and based on reasonable information and belief.

- (1) a restrictive covenant which had the intent to restrict the use, occupancy, ownership, or financing of this property based on a protected class, including race, color, creed, national origin, or religion, existed at one time related to the property described in this form;
- (2) the restrictive covenant is contained in an instrument dated May 22, 1924 and recorded as Document No. 52647 on December 31, 1924, in the Office of the Registrar of Titles for Hennepin County, Minnesota, which is attached herein as Exhibit A;
- (3) restrictive covenants relating to or affecting protected classes are unenforceable and void pursuant to Minnesota Statutes, sections 507.18 and 363A.09, the United States Constitution, and the Minnesota Constitution;
- (4) Minnesota Statutes, section 507.18, provides for the discharge of a restrictive covenant of the nature described herein through the use of this statutory form to permanently discharge such covenants from the land described herein and release the current and future landowner(s) from any such restrictive covenant related to or affecting protected classes;
- (5) the instrument containing such restrictive covenants shall have full force in all other respects and shall be construed as if no such restrictive covenant was contained therein; and
- (6) the filing of this form does not alter or change the duration of expiration of covenants, conditions, or restrictions under Minnesota Statutes, section 500.20.

The affiant(s) know(s) the matters herein stated are true and make(s) this affidavit for the purpose of documenting the discharge of the illegal and unenforceable restrictive covenants affecting protected classes.

Sharon El-Amin, Board Chair

Lori Norvell, Board Clerk

Signed and sworn to before me on _____, 2023, by Sharon El-Amin and Lori Norvell, the Board Chair and the Board Clerk, respectively, of the Minneapolis Board of Education of Special School District No. 1, a Minnesota body corporate and politic, on behalf of the District.

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____

THIS INSTRUMENT WAS DRAFTED BY:
Kennedy & Graven, Chartered (SJS)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-930

EXHIBIT A

Restrictive Deed

647

WARRANTY DEED-CALHOUN TERRACE

This Indenture, Made this 22nd day of May in the year of our Lord one thousand nine hundred and twenty-four (1924) between John Roptol Johnson and Mina Johnson, his wife, of the County of Hennepin and State of Minnesota, parties of the first part, and The Board of Education of the City of Minneapolis, a School Corporation under the laws of the State of Minnesota

of the County of _____ and State of _____, part y of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration, Convey and Warrant unto the said party of the second part, the following described real estate in the County of Hennepin and State of Minnesota, to-wit: Lots Eleven (11), Twelve (12), and Twenty-four (24) in Block Two (2)

Calhoun Terrace Addition Minneapolis Minn. according to the map or plat thereof on file and of record in the office of the Register of Deeds in and for said County, subject to the taxes thereon for the year 1924 and subsequent years and all special assessments or installments thereof not included with the taxes prior thereto and all incumbrances or liens, if any, that may have accrued against the said property since September 1, 1923 not incurred by said first parties.

This conveyance is made subject to the covenants, agreements and warranty of the grantee herein, first that no gravel or sand shall be removed from said premises except such as is used in the erection, construction or alteration of buildings on said premises; second, that no tarred paper buildings, or what are commonly designated as "shacks," shall be erected or constructed upon said premises or any part thereof, and that no building and no part of any building, including outhouses, porches and sun parlors, shall be erected upon said premises nearer than thirty feet from the front lot line; third, that no building shall be erected or constructed upon said premises for occupation as a dwelling house or occupied as such which shall cost less than Three Thousand (\$3000.00)

Dollars, excepting that garage built on the rear thirty feet of said premises may be occupied; fourth, that the exterior of all buildings erected upon said premises shall be completely finished within six months from the time work is commenced on each building, and that no person shall occupy or use such building as a dwelling until the exterior thereof shall have been completely finished; fifth, that no duplex, flat building or dwelling house for more than one family, and no mercantile, manufacturing, store or other business building shall be erected on said premises nor shall any building be used or occupied as a mercantile, manufacturing, store or other business building on said premises; nor shall any business of any kind be conducted on said premises; and sixth, that no person or persons other than of the following race shall be permitted to occupy said premises or any part thereof.

The foregoing covenants, warranty and restriction shall run with the land and shall bind the grantee herein and the heirs, executors, administrators, successors and assigns of said grantee until the first day of January, 1940, when said covenant, warranty and restriction shall cease and terminate and this conveyance shall become absolute and said land shall be free from any restriction of any kind hereby created; and any breach of said warranty, covenant and restriction, before each date, shall operate to make void this conveyance and the title, upon breach as aforesaid, shall revert to and vest in the grantor herein, their heirs, representatives or assigns each of whom, respectively, shall have the right to immediate re-entry upon said property in the event of any such breach; but any breach of said covenant and restriction shall not constitute any mortgage or deed of trust made upon said property or on any part of

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of Katherine J. Marc, John Roptol Johnson (SEAL), Mina Johnson (SEAL)

STATE OF MINNESOTA } ss. County of Hennepin.

On this 22nd day of May A. D. 19 24, before me, a Notary Public within and for said County, personally appeared John Roptol Johnson and Mina Johnson, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Ingrid Rasmussen Notary Public, Hennepin County, Minn. My commission expires Feb. 18, 1929

lot 31714 52647

52647
REGISTERED TITLE
WARRANTY DEED

JOHN ROYSTON JOHNSON & WIFE

to /

The Board of Education

OFFICE OF REGISTRAR OF TITLES

County of Hennepin, Minn.

I hereby certify that the within instrument was filed in this office on the

31 day of Dec

A. D. 1924 at 3:20 o'clock P.-M.

James H. Stagg
Registrar of Titles

W. H. ...
Deputy

Taxes paid and transfer entered this day of 19

County Auditor

By _____ Deputy

Dickinson & Gillespie
INCORPORATED
REAL ESTATE
Minneapolis, Minnesota

11-18-24
2
William ...

TAXES PAID AND TRANSFER ENTERED

DEC 31 1924
AL. ... REGISTRAR
W. H. ...
COUNTY

TAXES PAID ON THE METHOD DESCRIBED PROPERTY FOR 1923

Henry Vogel
COUNTY CLERK

(Top 3 inches reserved for recording data)

**DISCHARGE OF RESTRICTIVE COVENANT AFFECTING
PROTECTED CLASSES
Minn. Stat. 507.18**

**Minnesota Uniform Conveyancing Blanks
Form 40.10.1 (2019)**

Pursuant to Minnesota Statutes, Section 507.18, any restrictive covenant affecting a protected class, including covenants which were placed on the real property with the intent of restricting the use, occupancy, ownership, or financing because of a person's race, color, creed, national origin, or religious beliefs, is discharged and released from the land described herein.

State of Minnesota, County of Hennepin

I/we, the Board Chair and the Board Clerk of the Minneapolis Board of Education of Special School District No. 1, a Minnesota body corporate and politic, having an ownership or other interest in all or part of the real property described herein, solemnly swear that the contents of this form are true to the best of my/our knowledge, except as to those matters stated on information and belief, and that as to those matters I/we believe them to be true.

Name and Address of Owner(s):

Minneapolis Public Schools
Davis Center
1250 W. Broadway Ave.
Minneapolis, MN 55411

The real property owned by Owner(s) is located in Hennepin County, Minnesota, and is legally described as follows:

Lot 13, Block 2, Calhoun Terrace Addition Minneapolis Minn.

Parcel ID No. 08-028-24-23-0084
Torrens Certificate No. 48147

Owner, the Board Chair and the Board Clerk of the Minneapolis Board of Education of Special School District No. 1, a Minnesota body corporate and politic, swears and affirms that the information provided in this form is true and correct based on the information available and based on reasonable information and belief.

- (1) a restrictive covenant which had the intent to restrict the use, occupancy, ownership, or financing of this property based on a protected class, including race, color, creed, national origin, or religion, existed at one time related to the property described in this form;
- (2) the restrictive covenant is contained in an instrument dated February 21, 1924 and recorded as Document No. 47252 on March 7, 1924, in the Office of the Registrar of Titles for Hennepin County, Minnesota, which is attached herein as Exhibit A;
- (3) restrictive covenants relating to or affecting protected classes are unenforceable and void pursuant to Minnesota Statutes, sections 507.18 and 363A.09, the United States Constitution, and the Minnesota Constitution;
- (4) Minnesota Statutes, section 507.18, provides for the discharge of a restrictive covenant of the nature described herein through the use of this statutory form to permanently discharge such covenants from the land described herein and release the current and future landowner(s) from any such restrictive covenant related to or affecting protected classes;
- (5) the instrument containing such restrictive covenants shall have full force in all other respects and shall be construed as if no such restrictive covenant was contained therein; and
- (6) the filing of this form does not alter or change the duration of expiration of covenants, conditions, or restrictions under Minnesota Statutes, section 500.20.

The affiant(s) know(s) the matters herein stated are true and make(s) this affidavit for the purpose of documenting the discharge of the illegal and unenforceable restrictive covenants affecting protected classes.

Sharon El-Amin, Board Chair

Lori Norvell, Board Clerk

Signed and sworn to before me on _____, 2023, by Sharon El-Amin and Lori Norvell, the Board Chair and the Board Clerk, respectively, of the Minneapolis Board of Education of Special School District No. 1, a Minnesota body corporate and politic, on behalf of the District.

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____

THIS INSTRUMENT WAS DRAFTED BY:
Kennedy & Graven, Chartered (SJS)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-930

EXHIBIT A

Restrictive Deed

252

WARRANTY DEED-CALHOUN TERRACE

This Indenture, Made this 21st day of February in the year of our Lord one thousand nine hundred and twenty-four (1924), between John Kapatol Johnson and Mina Johnson, his wife, of the County of Hennepin and State of Minnesota, parties of the first part, and Leonard E. Johnson

of the County of Hennepin and State of Minnesota, party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration, Convey and Warrant unto the said party of the second part, the following described real estate in the County of Hennepin and State of Minnesota, to-wit: Lot Thirteen (13) in Block Two (2)



Calhoun Terrace Addition Minneapolis Minn. according to the map or plat thereof on file and of record in the office of the Register of Deeds in and for said County, subject to the taxes thereon for the year 1924 and subsequent years and all special assessments or installments thereof not included with the taxes prior thereto and all incumbrances or liens, if any, that may have accrued against the said property since January 7, 1924 not incurred by said first parties.

This conveyance is made subject to the covenants, agreement and warranty of the grantee herein, first, that no ground or sand shall be removed from said premises except such as is used in the erection, construction or alteration of buildings on said premises; second, that no tarred paper buildings, or what are commonly designated as "shacks," shall be erected or constructed upon said premises or any part thereof, and that no building and no part of any building, excepting coops, porches and sun porches, shall be erected upon said premises nearer than thirty feet from the front lot line; third, that no building shall be erected or constructed upon said premises for occupation as a dwelling house or occupied as such which shall cost less than Three Thousand (\$3000.00).

Fourth, excepting that garages built on the rear thirty feet of said premises may be occupied; fourth, that the exterior of all buildings erected upon said premises shall be completely finished within six months from the time work is commenced on such building, and that no person shall occupy or use such building as a dwelling until the exterior thereof shall have been completely finished; fifth, that no duplex, flat building or dwelling house for more than one family, and no mercantile, manufacturing, store or other business building shall be erected on said premises nor shall any building be used or occupied as a mercantile, manufacturing, store or other business building on said premises; nor shall any business of any kind be conducted on said premises; and sixth, that no person or persons other than the Covenantees here shall be permitted to occupy said premises or any part thereof.

The foregoing covenant, warranty and restriction shall run with the land and shall bind the grantee herein and the heirs, executors, administrators, successors and assigns of said grantee until the first day of January, 1940, when said covenant, warranty and restriction shall cease and terminate and this conveyance shall become absolute and said land shall be free from any restriction of any kind hereby created; and any breach of said warranty, covenant and restriction, before such time, shall operate to make void this conveyance and the title, upon breach as aforesaid, shall revert to and vest in the grantors herein, their heirs, representatives or assigns each of whom, respectively, shall have the right to immediate re-entry upon said property in the event of any such breach; but any breach of said covenant and agreement against occupancy shall not invalidate any mortgage or deed of trust made upon said property or on any part of it in good faith and for a good and sufficient consideration.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of John Kapatol Johnson (SEAL) and Mina Johnson (SEAL) with Lyette Gustafson as witness.

STATE OF MINNESOTA } County of Hennepin, } ss.

On this 29th day of February, A. D. 1924, before me, a Notary Public within and for said County, personally appeared John Kapatol Johnson and Mina Johnson, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

I. O. KRAGNESS, Notary Public, Hennepin County, Minn. My commission expires March 1st 1926.

REGISTERED TITLE
WARRANTY DEED

JOHN ROBERT JOHNSON & WIFE

to

Leah R. Johnson

OFFICE OF REGISTRAR OF TITLES

County of Hennepin, Minn.

I hereby certify that the within instrument was filed in this office on the
day of

A. D. 19 , at o'clock P. M.

Registrar of Titles

By

Deputy

Taxes paid and transfer entered this
day of 19

County Auditor

By

Deputy

Dickinson & Gillespie
REAL ESTATE
Minneapolis, Minnesota

lot 28947

47252

OFFICE OF REGISTRAR OF TITLES,
STATE OF MINNESOTA,
COUNTY OF HENNEPIN

I do hereby certify that the within instrument was filed in this office on the
day of
A. D. 1924, at o'clock P. M.

August 21, 1924
REGISTERAR OF TITLES
L. H. HANCOCK
DEPUTY REGISTRAR OF TITLES

13
2
Catharine Jensen

TAXES PAID AND TRANSFER ENTERED

AUG 27 1924

AL. P. ENCKSON, AUDITOR

21
29
Catharine Jensen

TAXES PAID ON THE OTHER
REGISTERED PROPERTY FOR 1924

The Register
Henry Bergeli
DEPUTY REGISTRAR OF TITLES

(Top 3 inches reserved for recording data)

**DISCHARGE OF RESTRICTIVE COVENANT AFFECTING
PROTECTED CLASSES
Minn. Stat. 507.18**

**Minnesota Uniform Conveyancing Blanks
Form 40.10.1 (2019)**

Pursuant to Minnesota Statutes, Section 507.18, any restrictive covenant affecting a protected class, including covenants which were placed on the real property with the intent of restricting the use, occupancy, ownership, or financing because of a person's race, color, creed, national origin, or religious beliefs, is discharged and released from the land described herein.

State of Minnesota, County of Hennepin

I/we, the Board Chair and the Board Clerk of the Minneapolis Board of Education of Special School District No. 1, a Minnesota body corporate and politic, having an ownership or other interest in all or part of the real property described herein, solemnly swear that the contents of this form are true to the best of my/our knowledge, except as to those matters stated on information and belief, and that as to those matters I/we believe them to be true.

Name and Address of Owner(s):

Minneapolis Public Schools
Davis Center
1250 W. Broadway Ave.
Minneapolis, MN 55411

The real property owned by Owner(s) is located in Hennepin County, Minnesota, and is legally described as follows:

Lots 1 and 2 in Block 2 Calhoun Terrace Addition Minneapolis Minn.

Parcel ID No. 08-028-24-23-0084
Torrens Certificate No. 31712

Owner, the Board Chair and the Board Clerk of the Minneapolis Board of Education of Special School District No. 1, a Minnesota body corporate and politic, swears and affirms that the information provided in this form is true and correct based on the information available and based on reasonable information and belief.

- (1) a restrictive covenant which had the intent to restrict the use, occupancy, ownership, or financing of this property based on a protected class, including race, color, creed, national origin, or religion, existed at one time related to the property described in this form;
- (2) the restrictive covenant is contained in an instrument dated May 22, 1924 and recorded as Document No. 52645 on December 31, 1924, in the Office of the Registrar of Titles for Hennepin County, Minnesota, which is attached herein as Exhibit A;
- (3) restrictive covenants relating to or affecting protected classes are unenforceable and void pursuant to Minnesota Statutes, sections 507.18 and 363A.09, the United States Constitution, and the Minnesota Constitution;
- (4) Minnesota Statutes, section 507.18, provides for the discharge of a restrictive covenant of the nature described herein through the use of this statutory form to permanently discharge such covenants from the land described herein and release the current and future landowner(s) from any such restrictive covenant related to or affecting protected classes;
- (5) the instrument containing such restrictive covenants shall have full force in all other respects and shall be construed as if no such restrictive covenant was contained therein; and
- (6) the filing of this form does not alter or change the duration of expiration of covenants, conditions, or restrictions under Minnesota Statutes, section 500.20.

The affiant(s) know(s) the matters herein stated are true and make(s) this affidavit for the purpose of documenting the discharge of the illegal and unenforceable restrictive covenants affecting protected classes.

Sharon El-Amin, Board Chair

Lori Norvell, Board Clerk

Signed and sworn to before me on _____, 2023, by Sharon El-Amin and Lori Norvell, the Board Chair and the Board Clerk, respectively, of the Minneapolis Board of Education of Special School District No. 1, a Minnesota body corporate and politic, on behalf of the District.

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____

THIS INSTRUMENT WAS DRAFTED BY:
Kennedy & Graven, Chartered (SJS)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-930

EXHIBIT A

Restrictive Deed

645

WARRANTY DEED-CALIFORNIA TERRACE

This Indenture, Made this 22nd day of May in the year of our Lord one thousand nine hundred and twenty-four (1924), between John Royal Johnson and Mina Johnson, his wife, of the County of Hennepin and State of Minnesota, parties of the first part, and The Board of Education of the City of Minneapolis, a School Corporation under the laws of the State of Minnesota,

of the County of Hennepin and State of Minnesota, part y of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration, Convey and Warrant unto the said part y of the second part, the following described real estate in the County of Hennepin and State of Minnesota, to-wit: Lots One (1) and Two (2) in Block Two (2),

Califonia Terrace Addition Minneapolis Minn. according to the map or plat thereof on file and of record in the office of the Register of Deeds in and for said County, subject to the taxes thereon for the year 1923 and subsequent years and all special assessments or installments thereof not included with the taxes prior thereto and all incumbrances or liens, if any, that may have accrued against the said property since September 4th, 1923 not incurred by said first parties.

This conveyance is made subject to the covenants, agreements and restrictions of the grantor herein, first that no ground or land shall be reserved from said premises except such as is used in the erection, construction or alteration of buildings on said premises; second, that no tened paper buildings, or what are commonly designated as "shacks" shall be erected or constructed upon said premises or any part thereof, and that no building and no part of any building, excepting cases, porches and sun parlors, shall be erected upon said premises nearer than thirty feet from the front lot line; third, that no building shall be erected or constructed upon said premises for occupation as a dwelling house or occupied as such which shall cost less than Three Thousand (\$3000.00)

Dollars, excepting that garages built on the rear thirty feet of said premises may be occupied; fourth, that the exterior of all buildings erected upon said premises shall be completely finished within six months from the time work is commenced on such building, and that no person shall occupy or use such building as a dwelling until the exterior thereof shall have been completely finished; fifth, that no duplex, flat building or similar house for more than one family, and no mercantile, manufacturing, store or other business building shall be erected on said premises nor shall any building be used or occupied as a mercantile, manufacturing, store or other business building on said premises; nor shall any business of any kind be conducted on said premises; and sixth, that no person or persons other than the grantor herein shall be permitted to occupy said premises or any part thereof.

The foregoing covenants, warranty and restriction shall run with the land and shall bind the parties herein and the heirs, executors, administrators, successors and assigns of said grantor until the first day of January, 1940, when said covenant, warranty and restriction shall cease and terminate and the easements shall become absolute and said land shall be free from any restriction of any kind hereby created; and any breach of said covenants, conditions and restrictions, before such time, shall operate to make void this conveyance and the title, upon breach of aforesaid, shall revert to and rest in the grantor herein, their heirs, representatives or assigns each of whom, respectively, shall have the right to interdict recovery upon said property in the event of any such breach; but any breach of said covenants and restrictions against occupancy shall not invalidate any mortgage or deed of trust made upon said property or in any part of

IN TESTIMONY WHEREOF, The said parties of the first part have herewith set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of
Mina Johnson (SEAL)
John Royal Johnson (SEAL)

STATE OF MINNESOTA } ss.
County of Hennepin.

On this 22nd day of May A. D. 1924, before me, a Notary Public within and for said County, personally appeared John Royal Johnson and Mina Johnson, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free and voluntary deed.

Incluid Karna Lauma
Notary Public, Hennepin County, Minn.
My commission expires Feb. 15, 1929

top 317 2 22-45

52645
REGISTERED TITLE
WARRANTY DEED

JOHN ROYSTOL JOHNSON & WIFE
 to
 /
 The Board of Education.

OFFICE OF REGISTRAR OF TITLES
 County of Hennepin, Minn.
 I hereby certify that the within instrument was filed in this office on the
 3rd day of *Dec*
 A. D. 19 *24*, at *3:22* o'clock P. M.

James H. Boyer
 Registrar of Titles

By *J. H. Boyer*
 Deputy

Taxes paid and transfer entered this
 day of 19

County Auditor

By _____
 Deputy

Dickinson & Gillespie
 REAL ESTATE
 Minneapolis, Minnesota
172
3 *Ballou Tower Bldg*

THE BOARD OF EDUCATION
Mary Vogel
P. D. Williams

THEY HAVE BEEN TRANSFERRED ENTERED
 JUL 10 1924
 AL. P. C. REGISTRAR
J. Murphy

THEY HAVE BEEN TRANSFERRED ENTERED
 NOV 17 1924
 AL. P. C. REGISTRAR
 DEPUTY

(Top 3 inches reserved for recording data)

**DISCHARGE OF RESTRICTIVE COVENANT AFFECTING
PROTECTED CLASSES
Minn. Stat. 507.18**

**Minnesota Uniform Conveyancing Blanks
Form 40.10.1 (2019)**

Pursuant to Minnesota Statutes, Section 507.18, any restrictive covenant affecting a protected class, including covenants which were placed on the real property with the intent of restricting the use, occupancy, ownership, or financing because of a person's race, color, creed, national origin, or religious beliefs, is discharged and released from the land described herein.

State of Minnesota, County of Hennepin

I/we, the Board Chair and the Board Clerk of the Minneapolis Board of Education of Special School District No. 1, a Minnesota body corporate and politic, having an ownership or other interest in all or part of the real property described herein, solemnly swear that the contents of this form are true to the best of my/our knowledge, except as to those matters stated on information and belief, and that as to those matters I/we believe them to be true.

Name and Address of Owner(s):

Minneapolis Public Schools
Davis Center
1250 W. Broadway Ave.
Minneapolis, MN 55411

The real property owned by Owner(s) is located in Hennepin County, Minnesota, and is legally described as follows:

Lots 4 to 10 inclusive, 14, 15, 16 and 23 in Block 2, Calhoun Terrace Addition Minneapolis Minn.

Parcel ID No. 08-028-24-23-0084
Torrens Certificate No. 31652

Owner, the Board Chair and the Board Clerk of the Minneapolis Board of Education of Special School District No. 1, a Minnesota body corporate and politic, swears and affirms that the information provided in this form is true and correct based on the information available and based on reasonable information and belief.

- (1) a restrictive covenant which had the intent to restrict the use, occupancy, ownership, or financing of this property based on a protected class, including race, color, creed, national origin, or religion, existed at one time related to the property described in this form;
- (2) the restrictive covenant is contained in an instrument dated May 22, 1924 and recorded as Document No. 52548 on December 29, 1924, in the Office of the Registrar of Titles for Hennepin County, Minnesota, which is attached herein as Exhibit A;
- (3) restrictive covenants relating to or affecting protected classes are unenforceable and void pursuant to Minnesota Statutes, sections 507.18 and 363A.09, the United States Constitution, and the Minnesota Constitution;
- (4) Minnesota Statutes, section 507.18, provides for the discharge of a restrictive covenant of the nature described herein through the use of this statutory form to permanently discharge such covenants from the land described herein and release the current and future landowner(s) from any such restrictive covenant related to or affecting protected classes;
- (5) the instrument containing such restrictive covenants shall have full force in all other respects and shall be construed as if no such restrictive covenant was contained therein; and
- (6) the filing of this form does not alter or change the duration of expiration of covenants, conditions, or restrictions under Minnesota Statutes, section 500.20.

The affiant(s) know(s) the matters herein stated are true and make(s) this affidavit for the purpose of documenting the discharge of the illegal and unenforceable restrictive covenants affecting protected classes.

Sharon El-Amin, Board Chair

Lori Norvell, Board Clerk

Signed and sworn to before me on _____, 2023, by Sharon El-Amin and Lori Norvell, the Board Chair and the Board Clerk, respectively, of the Minneapolis Board of Education of Special School District No. 1, a Minnesota body corporate and politic, on behalf of the District.

(signature of notarial officer)
Title (and Rank): _____
My commission expires: _____

THIS INSTRUMENT WAS DRAFTED BY:
Kennedy & Graven, Chartered (SJS)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-930

EXHIBIT A

Restrictive Deed

548

WARRANTY DEED-CALHOUN TERRACE

This Indenture, Made this 22nd day of May in the year of our Lord one thousand nine hundred and twenty-four (1924) between John Ropstel Johnson and Mina Johnson, his wife, of the County of Hennepin and State of Minnesota, parties of the first part, and The Board of Education of the City of Minneapolis, a school corporation under the laws of the State of Minnesota

of the County of Hennepin and State of Minnesota, part y of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of \$4830.50 Dollars with good and valuable consideration, Convey and Warrant unto the said part y of the second part, the following described real estate in the County of Hennepin and State of Minnesota, to-wit: Lots Four (4) to Ten (10), both inclusive, Fourteen (14), Fifteen (15), Sixteen (16) and Twenty-three (23) (Book Two C).

Calhoun Terrace Addition Minneapolis Minn. according to the map or plat thereof on file and of record in the office of the Register of Deeds in and for said County, subject to the taxes thereon for the year 1924 and subsequent years and all special assessments or installments thereof not included with the taxes prior thereto and all incumbrances or liens, if any, that may have accrued against the said property since May 22nd, 1924 not incurred by said first parties.

The premises is made subject to the covenants, covenants and warranty of the grantor herein, first, that no gravel or sand shall be removed from said premises except such as is used in the erection, construction or alteration of buildings on said premises; second, that no framed paper buildings, or what are commonly designated as "shacks," shall be erected or constructed upon said premises or any part thereof, and that no building and no part of any building, excepting coops, porches and sun porches, shall be erected upon said premises nearer than thirty feet from the front lot line; third, that no building shall be erected or constructed upon said premises for occupation as a dwelling house or occupied as such which shall cost less than Three Thousand (\$3000.00)

Dollars, excepting that garage built on the rear thirty feet of said premises may be occupied; fourth, that the exterior of all buildings erected upon said premises shall be completely finished within six months from the time work is commenced on such building, and that no person shall occupy or use such building as a dwelling until the exterior thereof shall have been completely finished; fifth, that no duplex, flat building or dwelling house for more than one family, and no mercantile, manufacturing, store or other business building shall be erected on said premises nor shall any building be used or occupied as a mercantile, manufacturing, store or other business building on said premises; nor shall any business of any kind be conducted on said premises; and sixth, that no person or persons other than of the Caucasian race shall be permitted to occupy said premises or any part thereof.

The foregoing covenant, warranty and restriction shall run with the land and shall bind the grantees herein and the heirs, executors, administrators, successors and assigns of said grantees until the first day of January, 1940, when said covenants, warranty and restrictions shall cease and terminate and the conveyance shall become absolute and said land shall be free from any restrictions of any kind hereby created; and any breach of said warranty, covenant and restriction, before such time, shall operate to make said this conveyance and the title, upon breach as aforesaid, shall revert to and rest in the grantors herein, their heirs, representatives or assigns each of whom, respectively, shall have the right to immediate re-entry upon said property in the event of any such breach; but any breach of said covenant and restriction against occupancy shall not invalidate any mortgage or deed of trust made upon said property or on any part of the same.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered in Presence of John Ropstel Johnson (SEAL) and Mina Johnson (SEAL)

STATE OF MINNESOTA } County of Hennepin. }

On this 22nd day of May A. D. 1924, before me, a Notary Public within and for said County, personally appeared John Ropstel Johnson and Mina Johnson, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Inscribed and Commission Expires Feb. 12, 1928

REGISTERED TITLE
WARRANTY DEED

JOHN ROBERT JOHNSON & WIFE

to
The Board of Education of the City
of Minneapolis.

OFFICE OF REGISTRAR OF TITLES

County of Hennepin, Minn.
I hereby certify that the within in-
strument was filed in this office on the
day of
A. D. 19 , at o'clock P.

Registrar of Titles
By Deputy

Taxes paid and transfer entered this
day of 19

County Auditor
By Deputy

Dickinson & Gillespie
INCORPORATED
REAL ESTATE
Minneapolis, Minnesota

off 3/6/52 52548

52548

*Jo
li*

OFFICE OF REGISTRAR OF TITLES,
STATE OF MINNESOTA,
COUNTY OF HENNEPIN

I hereby certify that the within instrument
was filed in this office on the *29* day
Dec. A. D. 1924, at *11* o'clock P.

August H. Erickson
REGISTRAR OF TITLES
By *L. J. Nord*
DEPUTY REGISTRAR OF TITLES

TAXES PAID FOR TRANSFER ENTERED

MAY 25 1924
AL. P. ERICKSON, AUDITOR
COUNTY OF HENNEPIN, MINN.

TAXES PAID ON THE WITHIN
DESCRIBED PROPERTY FOR 1923

Mary Voegeli
COUNTY TREASURER
B. J. Snider
COUNTY CLERK

42 10-14-10-16-23
Belham Terrace
2