

Regular Business Meeting

Tuesday, February 13, 2024 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. January 2, 2024 Special Annual Organizational Meeting

3)b. January 9, 2024 Regular Business Meeting

4) **Introduction of 2024 Student**

Representatives Elliston Rounds and Leo Peralta

5) **Introduction of Superintendent Dr. Lisa Sayles-Adams**

6) **Public Comments**

7) **Recess**

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

8)a. Presentations and Updates

9) **Policy Committee Report**

9)a. Revision of Policy 5391: Graduation Requirements (2024-0016)

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

10)a. Approval of the Consent Agenda

10)a.1. Personnel Items

10)a.1.a. Approval of List A personnel matters (2024-2-ER-A)

10)a.1.b. Approval of List B personnel matters (2024-2-ER-B)

10)a.2. Contracts

10)a.2.a. Contract with Beaudry Oil and Service Inc (2024-14353)

10)a.2.b. Contract with Education First Explore America (2024-4400002110)

10)a.2.c. Contract with Education First Explore America (2024-4400002111)

10)a.2.d. Amendment to 2024-4400001422 with iFixYouri

10)a.2.e. Contract with Origins Program (2024-1000231675)

10)a.2.f. Amendment to contract 2024-14339 with Pope Architects

10)a.2.g. Contract with Project Success (2024-4400002113)

10)a.2.h. Contract with School Specialty (2024-4400002077)

10)a.2.i. Amendment to contract 2024-14356 with Sheehy Construction

10)a.2.j. Contract with SHI (2024-4400002106)

10)a.2.k. Contract with WhyMaker (2024-1000231483)

10)a.3. Authorizations

10)a.3.a. Authorizing the subddivision of the property at 2310 N 16th Ave, Minneapolis, MN 55411 (former Willard and Gordon Schools)

10)a.3.b. Authorizing an Environmental Covenant and Easement at the Adult Education North Campus (800 W. Broadway)

10)a.3.c. Authorizing a temporary and permanent easement with Hennepin County at Riverbend School

10)a.3.d. Authorizing Minnesota State High School League (MSHSL) cooperative school sponsorship actions

11) **New Business**

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

13) **Adjournment**

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

**SPECIAL ANNUAL ORGANIZATIONAL MEETING
JANUARY 2, 2024**

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 special meeting in the assembly room at the John B. Davis Educational Services Center (1250 West Broadway Ave. Minneapolis, MN) on January 2, 2024.

Chair Sharon El-Amin called the meeting to order at 5:30 p.m., a quorum being present.

ROLL CALL

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

Absent: (0)

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, El-Amin, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (9)

Nay: (0)

Abstain: (0)

Absent: (0)

ELECTION OF 2024 BOARD OFFICERS

Chair El-Amin called for nominations for the 2024 officer positions of chair, vice-chair, clerk, and treasurer.

The following nominations were received:

- Beachy for Chair (nominated by Norvell)
- Ellison for Vice-Chair (nominated by Norvell)

- Cerrillo for Vice-Chair (nominated by Cerrillo, but later declined by nominee)
- El-Amin for Vice-Chair (nominated by Emerick)
- Norvell for Clerk (nominated by Feerayarre)
- Abdi for Treasurer (nominated by Ellison)

By acclamation, the following uncontested nominations were declared as the newly elected Board Officers for the 2024.

- Chair: Director Beachy
- Clerk: Director Norvell
- Treasurer: Director Abdi

A roll call vote for Vice Chair was taken with the following result: Ellison (7), El-Amin (2).

- Director Abdi: Ellison
- Director El-Amin: El-Amin
- Director Feerayarre: Ellison
- Director Cerrillo: Ellison
- Director Norvell: Ellison
- Director Jourdain: Ellison
- Director Beachy: Ellison
- Director Ellison: Ellison
- Director Emerick: El-Amin

Director Ellison was elected as Vice-Chair.

RECESS

A five-minute recess was taken.

ANNUAL ORGANIZATIONAL ITEMS

Approving 2024 Committee Assignments and Appointments

Beachy moved that the 2024 committee assignments and appointments be adopted:

Policy	Finance	Supt. Eval	ELL Caucus
Norvell	Jourdain	Abdi	Abdi
Cerrillo	Ellison	Feerayarre	Cerrillo
El-Amin	Abdi	Beachy	Feerayarre
Feerayarre	Emerick	Cerrillo	
Beachy	Beachy	El-Amin	

Achieve Twin Cities Alternate (Chair is appointee)	Council of Great City Schools (CGCS) Representative	CGCS Alternate	City of Mpls Planning Commission	Metropolitan Urban Indian Directors (MUID)/Phillips Indian Educations (PIE) Representative
Abdi	Jourdain	El-Amin	Emerick	Cerrillo

Association of Metropolitan School Districts (AMSD) Representative	AMSD Alternate	City of Mpls Neighborhood Revitalization Program (NRP) Policy Board	MUID/PIE Alternate	Youth Coordinating Board (YCB)
Jourdain			Emerick	Emerick
				Norvell

MN School Board Association (MSBA) Delegates	MSBA Board	World's Best Workforce Advisory (WBWF) Committee Liaison
Abdi	Jourdain	Cerrillo
Ellison		
Jourdain		
Norvell		
Beachy		

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

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

Resolution Approving the 2024 School Board Regular Meeting Schedule (2024-0004)

Norvell moved to approve resolution 2024-0004, Approving the 2024 School Board Regular Meeting Schedule.

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

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

Abstain: (0)
Absent: (0)

Resolution Approving 2024 Organizational Matters (2024-0001)

Jourdain moved to approve resolution 2024-0001, Approving 2024 Organizational Matters.

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

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

FINANCIAL AUTHORIZATIONS

Abdi moved to approve the following resolutions as a slate:

- Resolution Delegating Contracting, Purchasing, and Grant-Seeking Authority to the Superintendent (2024-0005)
- Resolution Appointing Deputy Treasurer and Assistant Deputy Treasurer (2024-0006)
- Resolution Authorizing Facsimile Signatures (2024-0007)
- Resolution Authorizing Electronic Funds Transfers (2024-0008)
- Resolution Designating Depositories (2024-0009)
- Resolution Regarding Banking Authority for Minnesota School District Liquid Asset Fund (2024-0010)
- Resolution Regarding Banking Authority for US Bank National Association (2024-0011)
- Resolution Regarding Banking Authority for Wells Fargo Bank, N.A. (2024-0012)

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

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

OTHER BUSINESS

Fiscal Year 2022-2023 Financial Audit

MPS finance staff and a representative from the firm BerganKDV presented findings from the Fiscal Year 2022-2023 Financial Audit.

Resolution Acknowledging Receipt of the Fiscal Year 2022-2023 Financial Audit (2024-0014)

Abdi moved to approve resolution 2024-0014, Acknowledging Receipt of the Fiscal Year 2022-2023.

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

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

Nay: (0)

Abstain: (0)

Absent: (0)

ADJOURNMENT

Without objection, Chair Beachy adjourned the meeting at 6:43 p.m.

DRAFT

Secretary Notations:

- Minutes submitted by Ryan Strack, Assistant to the Superintendent and Board
- Meeting materials:
<https://meetings.boardbook.org/Public/Agenda/1807?meeting=615199>
- Minutes approved: DATE

Attachments: *(added upon approval of minutes)*

Approvals:

Collin Beachy, Chair

Lori Norvell, Clerk

DRAFT

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

**REGULAR BUSINESS MEETING
JANUARY 9, 2024**

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 January 9, 2024.

Chair Collin Beachy called the meeting to order at 5:30 p.m., a quorum being present.

ROLL CALL

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

Absent: (0)

APPROVAL OF AGENDA

Ellison moved to approve the agenda.

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

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

Nay: (0)

Abstain: (0)

Absent: (0)

ACCEPTANCE OF MINUTES

Norvell moved to approve the minutes from the November 27, November 29, December 1 and December 12, 2023 meetings.

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

Aye: Abdi, El-Amin, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (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 and staff provided presentations on the following topics:

- School Data Dashboard
- School Calendar
- Operating Referendum and Capital Project Levy

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 (2024-1-ER-A)
- Approval of List B personnel matters (2024-1-ER-B)
- Amendment to contract 2024-14320 with Airport/Airline Taxi Cab Corp
- Amendment to contract 2024-14310 with Kraus-Anderson
- Amendment to contract 2024-14324 with Meisa Transportation
- Amendment to contract 2024-14328 with Miller Dunwiddie Architecture
- Amendment to contract 2024-14325 with United Transportation Services LLC
- Amendment to contract 2024-14326 with Wide Area Transportation Services Inc (WATSI)
- Amendment to contract 2024-14330 with Wold Architects and Engineers
- Appointing Director Feerayarre as the 2024 Association of Metropolitan School Districts (AMSD) alternate representative

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

Abstain: (0)
Absent: (0)

Resolution Adopting the 2024 Legislative Agenda (2024-0003)

Abdi moved to approve resolution 2024-0003, adopting the 2024 Legislative Agenda.

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

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

Discharging racially restrictive covenants from MPS property titles (2024-0015)

Norvell moved to approve action item 2024-0015, discharging racially restrictive covenants from MPS property titles at Lake Nokomis School--Wenonah Campus.

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

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

RECOGNIZING INTERIM SUPERINTENDENT ROCHELLE COX

Interim Superintendent Cox was recognized for her service as interim superintendent.

REPORTS FROM BOARD OF EDUCATION DIRECTORS

The following directors and student representatives provided reports:

- Emerick
- Jourdain
- Norvell
- Cerrillo
- Abdi

ADJOURNMENT

Without objection, Chair Beachy adjourned the meeting at 8:45 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=615485>
- Minutes approved: DATE

Attachments: *(added upon approval of minutes)*

- Resolution Adopting the 2024 Legislative Agenda (2024-0003)

Approvals:

Collin Beachy, Chair

Lori Norvell, Clerk

DRAFT



Superintendent's Report

Regular Business Meeting

February 13, 2024

Superintendent Update

Superintendent Dr. Lisa Sayles-Adams



100 Day Entry Plan

Dr. Lisa Sayles-Adams

Listen, Learn, Evaluate, & Lead

Introduction

Dear Minneapolis Public Schools Community,

I am so honored and excited to serve as your new superintendent! My career in education started in 1996 as a teacher in Minneapolis Public Schools. I can still remember so many of the faces and the names of my students and colleagues from back then. It was my experiences in MPS that sparked a lifelong commitment to working on behalf of students and families here in the Twin Cities, across our state and our country. Working in other districts and holding various roles as a teacher, administrator and ultimately superintendent provided me with perspective and introduced me to innovative and creative ways to address challenges.

My first order of business is listening and learning. In the coming weeks and months, I look forward to meeting you, hearing your insights and doing what I can to empower and amplify all of the great work happening here at MPS.

Together,



Dr. Lisa Sayles-Adams
Superintendent

Entry Plan Purpose & Phases



Chart a path forward to seamlessly transition the role of superintendent



Establish the objectives, goals, and milestones to be met after the first 100 days



Establish a process that will guide the Entry Plan, district wide planning, and build relationships

1 LISTEN

2 LEARN

3 EVALUATE

4 LEAD

Entry Plan Purpose & Phases

Pre-Entry

During the pre-entry phase the superintendent will identify a transition team to collect and disseminate information that will help with a seamless transition. The information provided will include current documents, data and an overview from each senior leadership team member.

Entry Plan Guiding Questions

The entry plan offers opportunities to listen and learn while establishing relationships across the MPS community. Each stakeholder has a unique perspective and in capturing those thoughts, stakeholders will be asked to engage with at least three questions in mind.

Guiding Questions

- What excites you about MPS?
- What is one thing working well in MPS?
- If you were Superintendent, what would you change first?

Entry Plan Overview

1

During the **LISTENING PHASE**, a series of listening sessions, town hall meetings, small group feedback sessions, and virtual sessions will take place with the expressed interest of hearing from all stakeholders.

Preliminary Indicators of Success

- Amount of feedback
- Number of participants
- Individual meetings with stakeholders
- Number of school visits
- Board retreat and next steps

2

During the **LEARNING PHASE**, I will take a deeper look into the infrastructure of each department including a review of all current policies, operating procedures, department protocols, oversight, school-based systems and structures.

Preliminary Indicators of Success

- SWOT analysis for each department
- Presentations for data analysis

Entry Plan Overview

3 The **EVALUATION PHASE** marks the beginning of analyzing and synthesizing information gathered from stakeholders during phases 1 and 2. Here we begin to develop plans for next steps.

4 During the **LEADING PHASE**, we will begin the implementation process and share expectations across the system. We will ensure transparency regarding updates related to the way of work across the District based on the evaluation phase.

Preliminary Indicators of Success

- Strategic initiative review
- Presentation on feedback sessions
- Identification of revised priorities

Preliminary Indicators of Success

- Professional Development Plan
- Feedback based on post meeting surveys
- Board and community report on entry plan

100 Day Entry & Transition Plan Goals

Goal Areas

Goal 1:
Teaching & Learning

Goal 2:
Culture & Climate

Goal 3:
Operations & Management

Goal 4:
Collaborative Governance

Goal 5:
Community Connections & Public Relations

Desired Objectives

- Create support from the public with frequent communication, open and honest dialogue, and developing strong partnerships that support students, staff, and families.
- Get to know the community better and build relationships by sharing about my leadership, educational background, core values, and beliefs.
- Review the effectiveness of the overall organization.
- Establish the School Board and Superintendent as a cohesive leadership team.
- Establish a strong working relationship and build rapport with leadership, employees, the broader Minneapolis community, local leaders, and state.

Goal 1: Teaching & Learning

Increase student achievement
and close the achievement &
opportunity gaps for ALL students



Teaching & Learning Goals

Goal 1:

- Increase student achievement and close the achievement & opportunity gaps for ALL students.

Objectives:

- Analyze student achievement data and review gaps to determine a course of action for moving forward.
- Review the systems necessary in Teaching & Learning that provide for an increase in student achievement.
- Analyze and evaluate the conditions of chronically under-performing schools.
- Analyze and evaluate the conditions of chronically under-staffed schools.
- Assess the district's expectations for all students' academic success and meeting the needs of all students.
- Address the social and emotional needs to maximize students' academic achievement.

Teaching & Learning

Listen

- Host listening tours and feedback sessions with stakeholders – students, teachers, administrators, support staff, parents, caregivers, business partners, community partners, local leaders, and faith-based partners.
- Meet with all departments that directly support teaching and learning.
- Visit schools to engage with students, teachers, support staff, and leaders.

Learn

- Meet with the evaluation and assessment team to review school-specific data disaggregated by student groups.
- Review accountability trends based on past 5 years of data.
- Review curriculum audit to identify recommendations and progress toward meeting those recommendations.
- Conduct review of current assessment resources to ensure standard alignment.
- Review school-based data with associate superintendents and academic staff on their portfolio of schools.
- Conduct needs assessment for professional learning opportunities for teachers and district level staff.
- Determine current level of support for students receiving specialized services and multi-lingual services.

Teaching & Learning

Evaluate

- Utilize findings and feedback from engagement sessions and needs assessment to determine immediate next steps and priorities.
- Develop short-term, mid-term, and long-term goals based on the outcome of department audits.

Lead

- Provide initial steps for professional learning.
- Establish protocol for frequency of data review team.
- Update curricular tools that need an immediate response.
- Update progress monitoring processes as necessary.

Goal 2: **Culture & Climate**

Maintaining safe and supportive learning environments for learners and staff is critical to overall academic success.



Climate & Culture Goals

Goal 2:

- Maintaining safe and supportive learning environments for learners and staff is critical to overall academic success.

Objectives:

- Engage with staff and students to learn and understand their school experiences.
- Engage with staff in each department to learn about their team and how their work supports/impacts each area of the strategic plan.
- Engage with employee association partners to learn about their work, challenges, and how their work impacts components of the strategic plan.

Climate & Culture Goals

Listen

- Conduct a roundtable with student representatives from each middle and high school.
- Conduct a roundtable with building administrators (elementary, middle, high schools).
- Conduct roundtables with teachers and school support staff (elementary, middle, high schools).
- Conduct roundtables with various district-level departments (EMSS, discipline leads, etc.).

Learn

- Review school climate survey data from students, staff, and families.
- Review district-level disaggregated discipline data and trends based on past 5 years.
- Review district supports and wraparound services.
- Review current policies, practices, and trends impacting student equity.
- Review student code of conduct for policy alignment and new legislative updates.
- Review school-based discipline data with Associate Superintendents for their portfolio of schools.

Evaluate

- Assess current norms for communication regarding district-wide climate and culture metrics.
- Examine current protocols for district supports in mental health, social emotional learning, housing insecurity and discipline.
- Assess alignment of student well-being and culture & climate to strategic planning outcomes.

Lead

- Promote culture of safety, health, and well-being through effective systems and supports for all students and staff.

Goal 3: **Operations & Management**

Provide excellent support and services to schools, students, staff, parents, and the Minneapolis Public Schools Community.



Organizational Efficiency & Effectiveness Goals

Goal 3:

- Provide excellent support and services to schools, students, staff, parents, and the MPS community.

Objectives:

- Ensure continued financial stability of the district, including the alignment of human, financial, organizational, and technological resources to maximize organizational growth
- Maximize resources to focus on the development of leadership capacity, focused on high student achievement and to ensure a successful exit for all graduates.
- Support the recruitment and retention of highly effective staff with the ability to accelerate the academic performance of all students.

Organizational Efficiency & Effectiveness

Listen

- Meet collectively with all senior leadership team members.
- Meet individually with members of the senior leadership team to review department updates and goals aligned with the strategic plan.

Learn

- Review and analyze the strategic plan
- Review organizational structures, climate, budget processes and practices to ensure alignment of resources
- Review per-pupil accounting data, federal reports and statewide systems of support reports
- Review levies and operating referendum.
- Review safety, inclement weather, and crisis communication plans.

Evaluate

- Examine MPS, current professional learning opportunities and professional development offerings for all staff.
- Evaluate systems and processes that enable district-level interdepartmental collaboration.
- Evaluate district processes to monitor the effectiveness of programs, materials, and curriculum.
- Review practices and systems to gauge strategic plan alignment and emerging district needs.

Lead

- Promote transparent budgeting and staffing processes aligned to district goals.
- Work collaboratively to ensure financial stability of the district including the alignment of human, financial, operational, and technological resources to maximize organizational stability and growth.
- Refine systems and process that enable interdepartmental collaboration and accountability.

Goal 4: **Collaborative Governance**

Trust, transparency, and collaboration will be the mode of operating to ensure effective and positive Board/Superintendent relations.



Collaborative Governance Goals

Goal 4:

- Trust, transparency, and collaboration will be our mode of operating to ensure effective and positive board & superintendent relations.

Objectives:

- Establish the board and superintendent as a cohesive leadership team focused on improving the achievement of all students
- Establish the board and superintendent as a cohesive leadership team committed to effective and efficient organizational functions.

Collaborative Governance

Listen

- Schedule meeting(s) with the board chair to review entry/transition plan and post 100-day retreat.
- Meet with each board member individually to better understand their observations and recommendations for next steps.

Learn

- Review engagement plan and schedule joint engagement opportunities.
- Co-host stakeholder listening sessions, town hall meetings, small group feedback sessions, and virtual sessions.
- Review current board policies and prepare to discuss any recent or upcoming revisions.
- Review identified priorities of the strategic plan.

Evaluate

- Review feedback from listening sessions, town hall meetings, small group feedback sessions, and virtual sessions.

Lead

- Develop a broad understanding of priorities, district data, challenges, opportunities for the district and overall community.
- Develop and implement appropriate communication protocols between the board and superintendent.
- Establish effective school system governance through a productive and collaborative relationship between the board and superintendent.

Goal 5: **Community Connections & Public Relations**

Establish trust and confidence by creating opportunities to listen and learn from all stakeholders – including students, parents, staff, and larger community.



Community Connections & Public Relations Goals

Goal 5:

- Establish trust and confidence by creating opportunities to listen and learn from all stakeholders – including students, parents, staff, and larger community.

Objectives:

- Communicate an understanding and ownership of the district's mission, vision, commitment, and values.
- Establish positive, professional, and collaborative relationships with all internal and external stakeholders and re-engage stakeholders to become active supports and participants of the MPS community.
- Promote ongoing professional and collaborative relationships to support the safety and well-being of our students to maximize their academic potential.
- Recognize accomplishments of students, staff, parents, community members and leaders.

Community Connections & Public Relations Goals

Listen

- Meet with MPS parent advisory councils, caregivers, business & community partners, and faith-based community.
- Host one-on-one and group meetings with local leaders and state officials.
- Discuss community partnerships, resources, and concerns.

Learn

- Meet with state education leaders to discuss critical issues public education.
- Review the MPS 2024 Legislative Agenda.
- Assess the quality, quantity, and effectiveness of internal communication to include communication with and between the BOE, administration, principals, teachers, staff, and students.

Evaluate

- Evaluate the quality, quantity, and effectiveness of external communication with and between policy makers, community and business leaders, and the faith-based community.

Lead

- Establish a meeting schedule with identified local political leaders.
- Establish positive, professional, and collaborative relationships with internal and external stakeholders.
- Re-engage stakeholders to become active supporters and participants of the MPS community.

100 Day Entry Plan

I will incorporate the following skill sets.

LISTEN

Spend time with board members, leaders, staff, students, parents, and stakeholders to hear proudest accomplishments and greatest challenges.

LEARN

Study and analyze performance data, perception data, and other achievement data. Read and review existing budgets, audits, grants, district policies, and transformational plans.

BUILD

Establish a strong working relationship and build rapport with board members, leadership, and employees, the broader Minneapolis community, local leaders, and state.

PLAN

Review the current strategic plan with specific action steps to guide the work of Minneapolis Public Schools and the Board of Education in preparation for 2024-2025 school year and beyond.

SHARE

Get to know the community better by sharing my leadership, educational background, core values, and beliefs.

MPS Vision, Mission, Commitment, & Values

Vision

All students — regardless of their background, zip code, and individual needs — will receive an anti-racist, holistic education that builds essential knowledge to prepare students for future success.

Mission

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

Commitment

To achieve our vision, we will intentionally focus and prioritize resources and actions to significantly improve the experiences and outcomes of Black students, Indigenous students, students of color and their families.

Values

- Equity, representation, & anti-racism
- Physical and emotional safety, and wellbeing
- Relationships, trust and communication
- Shared decision making and voice Transparency and accountability
- Evidence-based strategies

MPS Strategic Plan Goals



Goal 1

Academic Achievement



Every student achieves their full potential through equal access to programming that is academically rigorous and connects learning with student experiences.



Goal 2

Student Well-being



Every student's physical and mental well-being is addressed as an integral part of their education.



Goal 3

Effective Staff



School and central office staff approach all work centered on students and equity.



Goal 4

School and Building Climate



MPS is known by our community as welcoming, responsive, and connected.



Budget Update

Senior Officer Ibrahima Diop

SECTION 1: AMENDMENT “Policy 5391: Graduation Requirements” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 5391: Graduation Requirements

1. PURPOSE

~~This policy is to establish the requirements for graduation from Minneapolis Public Schools in compliance with Minnesota law and statewide graduation standards established thereby.~~ The purpose of this policy is to set forth requirements for graduation from the school district.

2. GENERAL STATEMENT OF POLICY

~~All students must complete the following requirements in order to earn a diploma for graduation from a Minneapolis Public High School.~~ The policy of the school district is that all students must demonstrate, as determined by the school district, their satisfactory completion of the credit requirements and their understanding of academic standards. The school district must adopt graduation requirements that meet or exceed state graduation requirements established in law or rule.

3. DEFINITIONS

- a. “Credit” means a student’s successful completion of an academic year of study or a student’s mastery of the applicable subject matter, as determined by the school district.
- b. “Individualized Education Program” or “IEP” means a written statement developed for a student eligible by law for special education and services.
- c. “English language learners” or “ELL” student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.
- d. “Required standard” means: (1) a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, and the arts, and (2) a locally adopted expectation for student learning in health.
- e. “Section 504 Accommodation” means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.

4. DISTRICT ASSESSMENT COORDINATOR

The senior leader of the research, evaluation, assessment department shall be named the District Assessment Coordinator. Said person shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

5. GRADUATION ASSESSMENT REQUIREMENTS

Students’ state graduation requirements, based on a longitudinal, systematic approach to student education and career planning, assessment, instructional support, and

evaluation, include the following:

- a. Achievement and career and college readiness in mathematics, reading, and writing, as measured against a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without the need for postsecondary remediation and which facilitates the monitoring of students' continuous development of and growth in requisite knowledge and skills; analysis of students' progress and performance levels, identification of students' academic strengths and diagnosis of areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and determination of students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student based on analysis of students' progress and performance data; and
- b. Consistent with this paragraph and Minnesota Statutes section 120B.125, age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.
- c. Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.
- d. Students meeting the state graduation requirements under this section must receive targeted, relevant, academically rigorous, and resourced instruction which may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary remediation.
- e. Students meeting the state graduation requirements under this section and who are students in grade 11 or 12 and who are identified as academically ready for a career or college are actively encouraged by the school district to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment to graduate from high school.
- f. A student's progress toward career and college readiness must be recorded on the student's high school transcript.

6. GRADUATION CREDIT REQUIREMENTS

- a. Four credits of language arts sufficient to satisfy all academic standards in English language arts;
- b. Three credits of mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include completion of algebra;
- c. Three credits of science, including one credit to satisfy all the earth and space

science standards for grades 9 through 12, one credit to satisfy all the life science standards for grades 9 through 12, and one credit to satisfy all the chemistry or physics standards for grades 9 through 12;

- d. Three and one-half credits of social studies, including credit for a course in government and citizenship in either grade 11 or 12 for students beginning grade 9 in the 2024-2025 school year and later or an advanced placement, international baccalaureate, or other rigorous course on government and citizenship under section 120B.021, subdivision 1a, and a combination of other credits encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies;
- e. One credit of the arts sufficient to satisfy all of the academic standards in the arts. Public elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance; media arts; music; theater; and visual arts. Public high schools must offer at least three and require at least one of the following five arts areas: media arts; dance; music; theater; and visual arts;
- f. Credits sufficient to satisfy the state standards in physical education;
- g. Health, for which locally developed academic standards apply. The department may modify SHAPE America (Society of Health and Physical Educators) standards and adapt the national standards to accommodate state interest. The modification and adaptations must maintain the purpose and integrity of the national standards. The department must make available sample assessments, which school districts may use as an alternative to local assessments, to assess students' mastery of the physical education standards beginning in the 2018-2019 school year. A school district may include child sexual abuse prevention instruction in a health curriculum, consistent with locally developed health standards. Child sexual abuse prevention instruction may include age-appropriate instruction on recognizing sexual abuse and assault, boundary violations, and ways offenders groom or desensitize victims, as well as strategies to promote disclosure, reduce self-blame, and mobilize bystanders. A school district may provide instruction under this paragraph in a variety of ways, including at an annual assembly or classroom presentation. A school district may also provide parents information on the warning signs of child sexual abuse and available resources; and
- h. A minimum of seven elective credits.
- i. Students who begin grade 9 in the 2024-2025 school year and later must successfully complete a course for credit in personal finance in grade 10, 11, or 12. A teacher of a personal finance course that satisfies the graduation requirement must have a field license or out-of-field permission in agricultural education, business, family and consumer science, social studies, or math.
- j. For purposes of applicable federal law, the academic standards for language arts, mathematics, and science apply to all public school students, except the very few students with extreme cognitive or physical impairments for whom

an individualized education program team has determined that the required academic standards are inappropriate. An individualized education program team that makes this determination must establish alternative standards.

k. Credit equivalencies

- i. A one-half credit of economics taught in a school's agricultural, food, and natural resources education or business education program or department may fulfill a one-half credit in social studies as referenced in Section 6.d.
- ii. An agriculture science or career and technical education credit may fulfill the elective science credit required under Section 6.c, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the district. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under Section 6.c, if the credit meets the state chemistry or physics academic standards as approved by the district. A student must satisfy either all of the chemistry academic standards or all of the physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under Section 6.c.
- iii. An agricultural, food, and natural resources education teacher is not required to meet the requirements of Minnesota Rules, part 3505.1150, subpart 2, item B, to meet the credit equivalency requirements of Section 6.k.ii.
- iv. A career and technical education credit may fulfill a mathematics or arts credit requirement under Section 6.b. or 6.e.
- v. A computer science credit may fulfill a mathematics credit requirement under Section 6.b., if the credit meets state academic standards in mathematics.
- vi. A Project Lead the Way credit may fulfill a mathematics or science credit requirement under Section 6.b. or 6.c, if the credit meets the state academic standards in mathematics or science.
- vii. An ethnic studies course may fulfill a social studies, language arts, arts, math, or science credit if the course meets the applicable state academic standards. An ethnic studies course may fulfill an elective credit if the course meets applicable local standards or other requirements.

7. OTHER GRADUATION REQUIREMENTS

- a. *Testing.* Students must meet state testing requirements.
- b. *Personal Learning Plan.* Each student must develop a plan for smooth and successful transition to postsecondary education or employment and meet yearly milestones established in that plan.
- c. *Ethnic Studies Course.* Each student, beginning with those graduating in 2025, must earn a passing grade in an Ethnic Studies course.

8. EARLY GRADUATION

- a. All course or standards and credit requirements must be met;
- b. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision; and
- c. The principal's decision shall be in writing and may be subject to review by the superintendent and school board.

9. CREDIT REQUIREMENTS FOR GRADUATION

- a. ~~Required Credits. A minimum of twenty one and a half (21.5) year-long credits is required for graduation. These credits include:~~
 - i. ~~Four (4) year-long credits in Language Arts;~~
 - ii. ~~Three and a half (3.5) year-long credits in Social Studies encompassing~~
 - ~~(1) United States history;~~
 - ~~(2) human geography;~~
 - ~~(3) world history; and~~
 - ~~(4) government and citizenship; and~~
 - ~~(5) economics. Economics courses may be taught through the social studies department or the business department.~~
 - iii. ~~Three (3) year-long credits in Mathematics encompassing, at a minimum:~~
 - ~~(1) One (1) year-long credit in geometry~~
 - ~~(2) One (1) year-long credit in algebra II or statistics and probability~~
 - ~~(3) Completion of an Algebra I course credit while enrolled in grades nine through twelve (9-12) shall earn an elective credit only.~~
 - iv. ~~Three (3) year-long credits in Science, encompassing at a minimum:~~
 - ~~(1) One (1) year-long credit in biology; and~~
 - ~~(2) One (1) year-long credit in either chemistry or physics.~~
 - v. ~~One (1) year-long credit in the arts;~~
 - vi. ~~One half (0.5) year-long credit in Physical Education;~~
 - vii. ~~One half (0.5) year-long credit in Health;~~
 - viii. ~~Five and one half (5.5) year-long elective credits.~~
- b. ~~Career and Technical Education Courses. The Superintendent may designate certain career and technical education courses that meet the same academic standards to satisfy the credit requirements of the science, mathematics or arts requirements established above.~~

10. OTHER GRADUATION REQUIREMENTS

- a. ~~Testing. Students must meet state testing requirements.~~
- b. ~~Personal Learning Plan. Each student must develop a plan for smooth and successful transition to postsecondary education or employment and meet yearly milestones established in that plan.~~
- c. ~~Ethnic Studies Course. Each student, beginning with those graduating in 2025, must earn a passing grade in an Ethnic Studies course.~~

11. DEFINITIONS

- a. “year-long credit” is the equivalent of the successful completion of an academic year of study or student mastery of applicable state standards.
- b. “Personal Learning Plan” is the plan using the career and college exploration and decision-assisting curriculum framework used by Minneapolis Public Schools.
- e. "Ethnic Studies courses" are identified as such by the Teaching & Learning Department and include explicit exploration of identity and intersectionality, prioritize the history and culture of historically marginalized groups, include the history and current role of race, racism, and anti-racist work, and include interdisciplinary learning that leads to action.

12. IMPLEMENTATION

- a. The Superintendent may develop procedures and policies to implement this policy.
- b.

Original Adoption:

01/07/1974

Revision Dates:

04/08/1980, 06/12/1984, 08/13/1985, 07/15/1986, 09/26/1989, 06/30/1998, 6/26/2007, 11/10/2009, 01/13/2015, 11/10/2020

Legal References:

- [Minn. Stat. § 120B.018 \(Definitions\)](#)
- [Minn. Stat. § 120B.02 \(Educational Expectations and Graduation Requirements for Minnesota’s Students\)](#)
- [Minn. Stat. § 120B.021 \(Required Academic Standards\)](#)
- [Minn. Stat. § 120B.023 \(Benchmarks\)](#)
- [Minn. Stat. § 120B.024 \(Credits\)](#)
- [Minn. Stat. § 120B.07 \(Early Graduation\)](#)
- [Minn. Stat. § 120B.11 \(School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World’s Best Workforce\)](#)
- [Minn. Stat. § 120B.125 \(Planning for Students’ Successful Transition to Postsecondary Education and Employment; Personal Learning Plans\)](#)
- [Minn. Stat. § 120B.30 \(Statewide Testing and Reporting System\)](#)
- [Minn. Rules Parts 3501.0640-3501.0655 \(Academic Standards for Language Arts\)](#)
- [Minn. Rules Parts 3501.0700-3501.0745 \(Academic Standards for Mathematics\)](#)
- [Minn. Rules Part 3501.0820 \(Academic Standards for the Arts\)](#)
- [Minn. Rules Parts 3501.0900-3501.0955 \(Academic Standards in Science\)](#)
- [Minn. Rules Parts 3501.1300-3501.1345 \(Academic Standards for Social Studies\)](#)
- [Minn. Rules Parts 3501.1400-3501.1410 \(Academic Standards for Physical Education\)](#)
- [20 U.S.C. § 6301, et seq. \(Every Student Succeeds Act\)](#)

- ~~Minn. Stat. §120B.02 (Educational Expectations for Minnesota's Students)Minn. Stat. §120B.023 (Benchmarks)Minn. Stat. §120B.024 (Graduation Requirements; Course Credits)Minn. Stat. §120B.11 (School District Process)Minn. Rules Parts 3501.0505–3501.0635 (K-12 Standards)~~

MPS Policy Cross References:

- Policy 6273 (Local Standards and Assessments)
- Policy 6274 (State Required Assessments)
- Regulation 5391 A (Granting Credits)
- Regulation 5391 B (Graduation Requirements for Transfer Students)

Minneapolis Public Schools

List A: All Employees: Tuesday, February 13, 2024

Hiring - Licensed

Diane Carrington	Heritage Academy High	Teacher, Library Media Specialist	1/8/2024
Eli Coats	Roosevelt High	Teacher, Theatre/Dance	10/16/2023
Kent Elliott Allen	Psychology Services	Teacher, Psychology Services	11/13/2023
Brenda Felizarte	Folwell Elementary	Teacher, Elementary	1/29/2024
Viviana Gomez Zuniga	Andersen Middle	Teacher, World Languages (Spanish)	1/2/2024
Mariana Londono Londono	Green Central Elementary	Teacher, B/B (Spanish) High Five	1/16/2024
Melanie Martin	Roosevelt High	Teacher, B/B (Spanish) Science	1/2/2024
Bertha Ortiz-Robles	Webster Elementary	Teacher, Elementary	1/29/2024
Nora Patterson	Emerson Elementary	Teacher, Art	1/8/2024
Aditya Penugonda	Roosevelt High	Teacher, Social Studies	1/26/2024
Katie Rodgers	FAIR High	Teacher, Special Education	1/16/2024
Lisa Sayles-Adams	Superintendent's Office	Superintendent of Schools	2/5/2024
Samantha Schullo	Pratt Elementary	Teacher, Social Worker	1/16/2024
Erica Sederstrom	Hale Elementary	Teacher, Elementary	1/25/2024
Bona Usha	South High	Teacher, Counselor	1/29/2024
Kristen Viscarra	Andersen Middle	Teacher, Counselor	1/15/2024
Osman Yildirim	Olson Middle	Teacher, Building Reserve	1/8/2024

Hiring - Non Licensed

Maryam Abdullahi	Bryn Mawr Elementary	Special Education Assistant	1/15/2024
Saido Abdullahi	CWS, Site Group 5 - Southwest	Food Service Assistant	1/23/2024
Bilal Addow	Washburn High	Special Education Assistant	1/11/2024

Minneapolis Public Schools

List A: All Employees: Tuesday, February 13, 2024

Hiring - Non Licensed

Ana Aguilar Ramirez	Whittier Elementary	Associate Educator	2/1/2024
Fatima Ali	Lyndale Elementary	Associate Educator	1/16/2024
Samantha Alvarez	Special Ed Interpreters	Associate Educator	1/24/2024
Nicole Amaris	Folwell Elementary	Special Education Assistant	1/3/2024
Tiare Banks	Olson Middle	Security Monitor	1/8/2024
Brandi Bellfield	Henry High	Associate Educator (Interventionist)	2/5/2024
Nicole Blaschka	Kenny Elementary	Special Education Assistant	1/29/2024
John Bosveld	Resource Development & Innovation	Grant Analyst	1/8/2024
Sylvester Boykins	Franklin Middle	Special Education Assistant	1/4/2024
Destiny Bradshaw	CWS, Site Group 1 - Northwest	Onsite Food Service Coordinator	1/9/2024
Justis Brokenrope	Indian Education	School Success Program Assistant	2/5/2024
Cameron Brown	Engineers, Zone 2	Custodian	1/29/2024
Cierra Burnaugh	Labor Relations/Employee Relations	Employee Relations Associate, Senior	1/22/2024
Pierina Calvo	Green Central Elementary	School Success Program Assistant	2/5/2024
Machauni Chandler	Seward Elementary	Special Education Assistant	2/5/2024
Ava Cozzetto	Andersen Middle	Associate Educator	1/29/2024
Selah Cross	Minneapolis Kids	Child Care Assistant	1/17/2024
Mauressa Crumble-Gresham	Hmong International Academy Elementary	Special Education Assistant	1/16/2024
Lisa Dahl	Transition Plus	Special Education Assistant	1/29/2024
Caitlyn Denson	Franklin Middle	Associate Educator (Interventionist)	1/3/2024
Wubit Desta	CWS, Site Group 6 - Southeast	Food Service Assistant	1/16/2024

Minneapolis Public Schools

List A: All Employees: Tuesday, February 13, 2024

Hiring - Non Licensed

Mikhaila Diaz	CWS, Site Group 2 - Northeast	Food Service Assistant	1/8/2024
Carlos Dominguez	Multilingual	Associate Educator	1/9/2024
Marco Dregni	Bancroft Elementary	Special Education Assistant	2/8/2024
Jennifer Dutan	Andersen Middle	Office Specialist	1/29/2024
Taylor Earls	Folwell Elementary	Special Education Assistant	2/6/2023
Elijah Easley	Hmong International Academy Elementary	Associate Educator (Interventionist)	1/22/2024
Jacqueline Escobar Ticas	Minneapolis Kids	Child Care Assistant	1/22/2024
Gabriela Everett	Cityview Elementary	Associate Educator	2/1/2024
Daniela Fragale	Marcy Elementary	Special Education Assistant	1/18/2024
Djay Gjerde	Pratt Elementary	Associate Educator	1/22/2024
Alicia Glover	Check and Connect	School Success Program Assistant	1/22/2024
Maria Elena Gonzalo Robledo	Andersen Middle	Associate Educator (Interventionist)	1/22/2024
Cara Hartzell	Burroughs Elementary	Special Education Assistant	1/2/2024
Athina Hester	CWS, Site Group 4 - Central East	Food Service Assistant	1/16/2024
Henry Hitchler	Seward Elementary	Special Education Assistant	1/17/2024
Jay Hunter	Anishinabe Academy Elementary	Security Monitor	1/8/2024
Rebecca Jaja	Bryn Mawr Elementary	Associate Educator	1/2/2024
Tara Johnson	Hmong International Academy Elementary	Special Education Assistant	1/3/2024
Kaelyn Jongeward	Franklin Middle	Associate Educator (Interventionist)	2/6/2024
Jesse Joslin	AVID Tutors	AVID Assistant	1/15/2024
Jaishri Khemraj	Washburn High	Special Education Assistant	1/22/2024

Minneapolis Public Schools

List A: All Employees: Tuesday, February 13, 2024

Hiring - Non Licensed

Robert Koilor	Transition Plus	Special Education Assistant	1/29/2024
Shakaries Laird	Minneapolis Kids	Child Care Assistant	1/12/2024
Shanteal Lewis	Bethune Elementary	Special Education Assistant	2/5/2024
Joe Lewis Iii	Engineers, Zone 1	Custodian	1/10/2024
Cody Lillo	Sullivan PK-8	Special Education Assistant	2/5/2024
Tate Marelic	Minneapolis Kids	Child Care Assistant	1/18/2024
Kaitlin Massoglia	Olson Middle	School Success Program Assistant	2/5/2024
Dhyia Mccauley	CWS, Production	Production Cook	1/8/2024
Romello Miles	Whittier Elementary	Special Education Assistant	1/31/2024
Rolonda Monroe	Lucy Laney Elementary	Associate Educator (Interventionist)	1/16/2024
Melissa Montague	Transportation	Transportation Dispatcher / Scheduler	1/23/2024
Elise Niedermeier	Special Ed Program 3	Instructional Designer	1/16/2024
Ayni Nur	Enterprise Systems	Applications Developer	1/16/2024
Mary Ortega Pineda	River Bend Education Center	Special Education Assistant	1/8/2024
Shaday Owens	Minneapolis Kids	Child Care Assistant	2/7/2024
Brittany Palmer	Division of Human Resources	Administrator, HR Strategic Projects	1/16/2024
Desmond Patterson	River Bend Education Center	Special Education Assistant	1/8/2024
Araya Pettiford	Minneapolis Kids	Child Care Assistant	1/17/2024
Leonna Pettis	Cityview Elementary	Special Education Assistant	1/3/2024
Corleone Powell-Smith	Washburn High	Security Monitor	2/12/2024
Aabreah Randle	Pratt Elementary	Associate Educator	1/16/2024

Minneapolis Public Schools

List A: All Employees: Tuesday, February 13, 2024

Hiring - Non Licensed

Casanova Richardson	Engineers, Zone 2	Custodian	1/22/2024
Brian Sanderson	Transition Plus	Special Education Assistant	1/2/2024
Jeffrey Schmidt	CWS, Site Group 1 - Northwest	Food Service Assistant	1/8/2024
Nicole Schoen	Webster Elementary	Special Education Assistant	1/15/2024
Enayefe Shemi	Accounting & Finance	Accountant, Senior	1/29/2024
Anthony Shiner	Engineers, Zone 1	Custodian	1/22/2024
Thomas Streif	Strategic Procurement & Contract Mgmt.	Buyer, Senior	1/29/2024
Yelyzaveta Surzhko	Seward Elementary	Special Education Assistant	1/18/2024
Teigen Swanson	Folwell Elementary	Special Education Assistant	1/2/2024
Pamela Taylor-Berry	Barton Elementary	Associate Educator (Interventionist)	1/22/2024
Brooklynn Tidwell Davis	Franklin Middle	Associate Educator	1/8/2024
Sarah Torgerson	Hale Elementary	Associate Educator	2/5/2024
Lucas Trombley	Enterprise Systems	Manager, Enterprise Systems	2/1/2024
Matthew Wagner	Enterprise Systems	Information Systems Analyst	1/30/2024
Zaelynn Walker	Minneapolis Kids	Child Care Assistant	1/18/2024
Trenton Washington	Cityview Elementary	Special Education Assistant	1/30/2024
Robert Watson	South High	Special Education Assistant	1/4/2024
Lauren West	Webster Elementary	Licensed Practical Nurse	1/16/2024
Claudia Zaragoza Ayala	SEA Cadre	Special Education Assistant	1/8/2024

Discharges

Licensed

Non-Licensed

Special Education Assistant	01-23-2024	2024-02-ER-6134
-----------------------------	------------	-----------------

Probationary Separations

Licensed

Teacher	02-25-2024	2024-02-ER-6145
Teacher	02-12-2024	2024-02-ER-6221
Teacher	02-18-2024	2024-02-ER-6140

Licensed, Staff Reduction

Non-Licensed

Teacher	02-07-2024	2024-02-ER-6218
Special Education Assistant	01-19-2024	2024-02-ER-6149
Special Education Assistant	01-10-2024	2024-02-ER-6136
Child Care Assistant	01-18-2024	2024-02-ER-6147
School Cook	01-23-2024	2024-02-ER-6177
Associate Educator	01-11-2024	2024-02-ER-6139
Special Education Assistant	01-29-2024	2024-02-ER-6191
Security Monitor	01-10-2024	2024-02-ER-6126
Food Service Assistant	01-22-2024	2024-02-ER-6146

Non-Licensed, Staff Reduction

Licensed, Discontinuance of Contract

Layoffs

Licensed

Non-Licensed

Administrative Contract Non-Renewals

CONTRACT FOR SERVICES

(\$25,000+)

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Beaudry Oil and Service Inc, “Contractor” (collectively “parties”) to provide Fuel for District Vehicles to D-Ops-Transportation.

1 *TERM OF CONTRACT*

- 1.1 This Contract is effective on 02/01/2024 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2025, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

- 1.2 Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s **OWN RISK** and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 *Total Obligation.*

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$500,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment.*

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

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

3.3 *Taxes.*

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

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

3.4 *Fund Availability; Federal Funds Contingency.*

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

4 GENERAL TERMS AND CONDITIONS

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

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

6 BACKGROUND CHECKS

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

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

7 DATA PRIVACY

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

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRATOR

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

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

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

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

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

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

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

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

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

14 INDEMNIFICATION

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

15 LIMITATION ON LIABILITY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

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

17 COMPLIANCE WITH LAWS AND DEBARMENT

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

18 TERMINATION

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

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

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

19 RETURN OF DATA

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

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

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

20 RECORDS MANAGEMENT AND MAINTENANCE

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

21 NOTICES/ADMINISTRATION

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

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Beaudry Oil and Service Inc

Attn: _____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMENT

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to 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.

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

23 NON-WAIVER

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

24 ASSIGNMENT

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

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

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

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

26 WARRANTY

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

27 SEVERABILITY

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

28 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Ibrahima Diop
(Printed)

Title: _____

Date: _____

Beaudry Oil and Service Inc

By:  _____

Name: Trevor Beaudry
(Printed)

Title: President _____

Date: 02/01/2024 _____

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Diesel and Unleaded Fuel for MPS district vehicles. State Contract Release-F529

Service Outcome

As in the past years, the State works with cities, Municipalities and school districts to define the strategy to bid fuel. Both the types and quantities of fuel for the next year are included. The State bids the total volume and secures pricing for the various types of fuel. After receiving the bids, each member of the participating group decides if they want to use the contract for the following year. The State offers a cost effective "Spot fuel" price which is used when fuel needs exceed the contracted quantities.

Method of Evaluation

Joint Powers Committee reviews contract annually.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

EDUCATIONAL GROUP TRAVEL AGREEMENT

This agreement is made as of _____ (the “Effective Date”) by and between _____, having its address at _____, (the “School”), and EF Explore America, Inc., a company, incorporated and existing under the laws of California, having its registered address at Two Education Street, Cambridge, MA 02141 (“EF”).

Group Leader Name:

Program Name:

Tour Number:

Requested Departure Date:

Estimated Number of Participants:

RECITALS

WHEREAS, the School desires to conduct domestic travel programs for students in connection with courses of instruction or School related educational and cultural; and

WHEREAS, EF arranges and operates educational tours that include transportation, accommodations, and other travel logistics;

WHEREAS, the Parties desire for EF to be a provider of professionally guided educational tours to School teachers and/or personnel and student or travelers (the “Programs”) to the School; and

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. **TERM OF AGREEMENT.** This agreement shall be effective from the Effective Date to unless sooner terminated as provided for herein.
2. **DUTIES OF EF.** EF shall:
 - a. Arrange for all travel components, including transportation, accommodations and other travel logistics for the participating students and adults and School personnel.
 - b. Collect fees for travelers from the School related to the services provided by EF.
 - c. Require all travelers to complete the EF Application, which includes the Programs’ Booking Conditions that contain a Release and Agreement found at <https://www.efexploreamerica.com/help-center/policies/booking-conditions>. The Release and Agreement shall include a release of liability in favor of the Group Leader, the School and the School board.
 - d. Assist the School in the orientation of interested travelers and cooperate with the School in fulfilling the educational objectives of the Programs.
 - e. Contract with an independent Tour Director to assist with logistics and local guidance during the Program.
 - f. Provide Group Leader with appropriate materials designed to promote said Tour.

3. **DUTIES OF SCHOOL.** In providing the educational component of the Programs, , the School shall:
- Designate an individual to act as the Group Leader for the tour. That individual shall be responsible for recruiting Program travelers and shall act as the liaison between EF and Program travelers.
 - The Group Leader shall enter into the Group Leader Agreement as part of the online registration process.
 - The School acknowledges that the Group Leader shall be solely responsible for the supervision and discipline of all participating students.
 - Cooperate with EF in making travel arrangements; and guide each traveler to register for the Program using the online enrollment system.

The School agrees to collect all program fees and other costs/fees (including the non-refundable enrollment fee, rooming upgrades, Travel Protection plan fees, and any personal travel options) from all program participants. The School shall also be solely responsible for making any refunds, if applicable, to the participants.

- Agree that all funds allocated to the account, regardless of source, including but not limited to fundraised money, are subject to EF's cancellation policies and Payment Plan stated in EF Booking Conditions as referenced in section 2.c.
 - Submit payments to EF as outlined in the "payment schedule" via check or card payment. .
4. **INSURANCE.** EF shall obtain general liability insurance that will cover the Group Leader and the School as Additional Insureds for the duration of the Programs. The general liability insurance provided will be underwritten by nationally recognized insurance companies with A.M. Best Ratings of A-. Coverage is up to \$15 million per occurrence and in the annual aggregate for covered claims of Bodily/Personal Injury and Property Damage related to the Programs.
5. **RELATIONSHIP OF PARTIES.** With regard to this agreement, EF, the School and any School Personnel are independent and distinct contracting parties and are not officers, agents, partners, joint ventures, or employees of each other. Neither EF nor the School shall, at any time, or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the other.
6. **TERMINATION.** This agreement may be terminated by either party by providing 90 days' prior written notice to the other party. In the event that the School terminates this Agreement, any tour currently scheduled shall proceed pursuant to the terms of this agreement.
7. **AMENDMENTS.** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties.
8. **ASSIGNMENT.** This agreement may not be assigned or otherwise transferred, in whole or in part, by either the School or EF without prior written consent of the other, except that EF may assign this agreement to an affiliate in the event of a merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all obligations of the assignor under this agreement.



9. **GOVERNING LAW.** The parties agree that this agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of **Minneapolis, Minnesota**. In the event of any claim, dispute or proceeding arising out of this agreement, or any claim which is in contract, tort, or otherwise at law or in equity arises between the Parties, whether or not related to this agreement, the parties submit and consent to the exclusive jurisdiction and venue of the courts of the **city of Minneapolis, Minnesota.**

10. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

11. **SEVERABILITY.** EF and the School agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.

12. **NOTICE.** Any notice required to be given pursuant to the terms of this agreement shall be in writing and served personally or by deposit in the United States mail, certified mail return receipt, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 5 business days after the date of mailing, whichever is earlier.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date set forth above.

EF EXPLORE AMERICA, INC.

By: *Michelle Solomon*

Name:

Title:

By:

Name:

Title:

Payment Schedule

The School agrees to make all payments to EF for the Program within these Terms according to the following schedule. Initial invoices will be calculated based on the estimated number of paying participants as provided by the School. All payment due dates refer to the dates by which each payment must be received at EF.

Invoice Date	Payment Date	Amount Due

Payments may be made via check or by card via phone.

Please indicate the School's name and Tour Number on all check payments.

Checks should be made payable to: **EF Explore America**

Checks should be mailed to:

EF Explore America
Two Education Circle
Cambridge, MA 02141

Please contact EF for more information on how to make payments by card.

PAYMENT CONTACT INFORMATION – TO BE FILLED OUT BY SCHOOL

Name:

Title:

Office:

Phone number:

Ext:

Email Address:

EDUCATIONAL GROUP TRAVEL AGREEMENT

This agreement is made as of _____ (the “Effective Date”) by and between _____, having its address at _____, (the “School”), and EF Explore America, Inc., a company, incorporated and existing under the laws of California, having its registered address at Two Education Street, Cambridge, MA 02141 (“EF”).

Group Leader Name:

Program Name:

Tour Number:

Requested Departure Date:

Estimated Number of Participants:

RECITALS

WHEREAS, the School desires to conduct domestic travel programs for students in connection with courses of instruction or School related educational and cultural; and

WHEREAS, EF arranges and operates educational tours that include transportation, accommodations, and other travel logistics;

WHEREAS, the Parties desire for EF to be a provider of professionally guided educational tours to School teachers and/or personnel and student or travelers (the “Programs”) to the School; and

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. **TERM OF AGREEMENT.** This agreement shall be effective from the Effective Date to unless sooner terminated as provided for herein.
2. **DUTIES OF EF.** EF shall:
 - a. Arrange for all travel components, including transportation, accommodations and other travel logistics for the participating students and adults and School personnel.
 - b. Collect fees for travelers from the School related to the services provided by EF.
 - c. Require all travelers to complete the EF Application, which includes the Programs’ Booking Conditions that contain a Release and Agreement found at <https://www.efexploreamerica.com/help-center/policies/booking-conditions>. The Release and Agreement shall include a release of liability in favor of the Group Leader, the School and the School board.
 - d. Assist the School in the orientation of interested travelers and cooperate with the School in fulfilling the educational objectives of the Programs.
 - e. Contract with an independent Tour Director to assist with logistics and local guidance during the Program.
 - f. Provide Group Leader with appropriate materials designed to promote said Tour.

3. **DUTIES OF SCHOOL.** In providing the educational component of the Programs, , the School shall:
- Designate an individual to act as the Group Leader for the tour. That individual shall be responsible for recruiting Program travelers and shall act as the liaison between EF and Program travelers.
 - The Group Leader shall enter into the Group Leader Agreement as part of the online registration process.
 - The School acknowledges that the Group Leader shall be solely responsible for the supervision and discipline of all participating students.
 - Cooperate with EF in making travel arrangements; and guide each traveler to register for the Program using the online enrollment system.

The School agrees to collect all program fees and other costs/fees (including the non-refundable enrollment fee, rooming upgrades, Travel Protection plan fees, and any personal travel options) from all program participants. The School shall also be solely responsible for making any refunds, if applicable, to the participants.

- Agree that all funds allocated to the account, regardless of source, including but not limited to fundraised money, are subject to EF's cancellation policies and Payment Plan stated in EF Booking Conditions as referenced in section 2.c.
 - Submit payments to EF as outlined in the "payment schedule" via check or card payment. .
4. **INSURANCE.** EF shall obtain general liability insurance that will cover the Group Leader and the School as Additional Insureds for the duration of the Programs. The general liability insurance provided will be underwritten by nationally recognized insurance companies with A.M. Best Ratings of A-. Coverage is up to \$15 million per occurrence and in the annual aggregate for covered claims of Bodily/Personal Injury and Property Damage related to the Programs.
5. **RELATIONSHIP OF PARTIES.** With regard to this agreement, EF, the School and any School Personnel are independent and distinct contracting parties and are not officers, agents, partners, joint ventures, or employees of each other. Neither EF nor the School shall, at any time, or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the other.
6. **TERMINATION.** This agreement may be terminated by either party by providing 90 days' prior written notice to the other party. In the event that the School terminates this Agreement, any tour currently scheduled shall proceed pursuant to the terms of this agreement.
7. **AMENDMENTS.** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties.
8. **ASSIGNMENT.** This agreement may not be assigned or otherwise transferred, in whole or in part, by either the School or EF without prior written consent of the other, except that EF may assign this agreement to an affiliate in the event of a merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all obligations of the assignor under this agreement.



9. **GOVERNING LAW.** The parties agree that this agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of **Minneapolis, Minnesota**. In the event of any claim, dispute or proceeding arising out of this agreement, or any claim which is in contract, tort, or otherwise at law or in equity arises between the Parties, whether or not related to this agreement, the parties submit and consent to the exclusive jurisdiction and venue of the courts of the **city of Minneapolis, Minnesota.**

10. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

11. **SEVERABILITY.** EF and the School agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.

12. **NOTICE.** Any notice required to be given pursuant to the terms of this agreement shall be in writing and served personally or by deposit in the United States mail, certified mail return receipt, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 5 business days after the date of mailing, whichever is earlier.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date set forth above.

EF EXPLORE AMERICA, INC.

By: *Michelle Solomon*

Name:

Title:

By:

Name:

Title:

Payment Schedule

The School agrees to make all payments to EF for the Program within these Terms according to the following schedule. Initial invoices will be calculated based on the estimated number of paying participants as provided by the School. All payment due dates refer to the dates by which each payment must be received at EF.

Invoice Date	Payment Date	Amount Due

Payments may be made via check or by card via phone.

Please indicate the School's name and Tour Number on all check payments.

Checks should be made payable to: **EF Explore America**

Checks should be mailed to:

EF Explore America
Two Education Circle
Cambridge, MA 02141

Please contact EF for more information on how to make payments by card.

PAYMENT CONTACT INFORMATION – TO BE FILLED OUT BY SCHOOL

Name:

Title:

Office:

Phone number:

Ext:

Email Address:

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
iFixYouri Corp.**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and **iFixYouri Corp.** dated 7/1/2022 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and **iFixYouri Corp.** (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and **iFixYouri Corp.** (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2022 through 6/30/2024 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001422

1. *Original contract amount:* \$500,000.00 (\$250,000.00 per year)
2. *Accumulative contract amount:* \$950,000.00 (additional \$200,000.00 for FY24)

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

Section: Section 3.1 - District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$950,000.00 with \$350,000.00 to be spent in year 1 of the contract and \$600,000.00 in year 2. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: Repair services for staff and student devices.

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

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Justin Hennes

Title: Senior Information Officer

Date: _____

iFixYouri Corp.: 

Signature: _____

Name: Click or tap here to enter text. Michelle Zausnig

Title: Click or tap here to enter text. CFO

Date: December 13, 2023



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 **Origins Program- Owners of Developmental Designs Approach** “Contractor” (collectively “parties”) to provide Developmental Designs for Elementary, Middle and High School to **District-wide**

TERM OF CONTRACT

- 1.1 This Contract is effective on **February 19, 2024** or the date of the last signature of the parties, whichever is later, and shall remain in effect until **June 30, 2024**, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s **OWN RISK** and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 *Total Obligation*

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed **\$215,76000**. Contractor shall



not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 Frequency of Invoicing and Terms of Payment

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

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

3.3 Taxes.

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

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

3.4 Fund Availability; Federal Funds Contingency.

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

are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

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

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

6 BACKGROUND CHECKS

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

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

7 DATA PRIVACY

- 7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.
- 7.2 Contractors that provide school-issued devices for student use and directly or indirectly create, receive, or maintain educational data incidental to performing their duties under this Contract shall also sign **Exhibit C** (“Student Data Privacy”). “School-issued devices,” as used herein, refers to hardware or software that is provided to an individual student for that student’s dedicated personal use, and includes devices issued through a one-to-one program.

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRACTOR

- 10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding,

worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

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

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

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

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

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

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

14 INDEMNIFICATION

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

15 LIMITATION ON LIABILITY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

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

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government.

Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

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

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

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

19 RETURN OF DATA

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

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items

available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

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

Special School District No. 1

Division: Equity and School Climate
Attn: Sharifa Urey
1250 W Broadway
Minneapolis, MN 55411
Email: Sharifa.urey@mpls.k12.mn.us

CONTRACTOR

The Origins Program
Phone: 6128223422
Address: 3805 Grand Ave S, Minneapolis, MN 55409
Email: miriam@originsonline.org

ACKNOWLEDGMENT

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



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 44xxxxxx

Page | 8

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

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

22 NON-WAIVER

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

23 ASSIGNMENT

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

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

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

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and

representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

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

27 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name Ryan Strack

(Printed)

Title: Assistant to the Superintendent & Board

Date: _____

CONTRACTOR NAME

Signature:

Name: **Jitendrapal Kundan**

(Printed)

Title: **Executive Director**

Date: _____



Exhibit A:

Deliverables:

Developmental Designs for Elementary, Middle and High School Workshop for 30 participants
Developmental Designs for Middle School 1 Workshop for 30 participants

Service Outcome:

Origins Program will provide professional development for teachers across MPS. In all, 240 teachers will be trained in the approach, impacting a minimum of 6,000 students. Outcomes include: (1) Build cultural understanding, reduce bias, and encourage a robust, inclusive classroom community. (2) Create student-teacher relationships via fostering attunement and shared learning, creating reciprocal, culturally aware relationships. (3) Discover how to engage students in whole-class learning with active and inclusive opportunities for creative learning together, maximizing academic and social growth

Method of Evaluation:

Participants will complete a reflection survey immediately following professional development completion. A follow up survey will be administered 6 weeks after completing the training to determine implementation and impact of professional development on teacher practice

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Upon Completion of Services

[The remainder of this page intentionally left blank.]

EXHIBIT C: STUDENT DATA PRIVACY

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

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

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

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

[CONTRACTOR NAME]

Signature

Name

Title

Date



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Lyndale, Security and HVAC FY19

AGREEMENT INFORMATION:
Date: 12/08/2020

AMENDMENT INFORMATION:
Amendment Number: 008
Date: 1/9/2024

OWNER: *(name and address)*
Minneapolis Public Schools - SSD#001
1250 West Broadway Avenue,
Minneapolis, MN 55411

ARCHITECT: *(name and address)*
Pope Architects
767 Eustis St., Ste#190
Saint Paul, Mn. 55105

The Owner and Architect amend the Agreement as follows:

Amendment #008:

Additional Services Construction Administration Services - Summer 2024

TOTAL for Amendment #008: ADD \$49,000.00 to Pope's Contract with MPS

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Original Contract amount - \$494,348.00

Amendment #001: \$33,243.00 - Increased project scope

Amendment #002: \$8,750.00 - Bring on True north as security consultant under pope

Amendment #003: \$8,425.00 - School going from Duel Fuel to Firm Fixed Gas. Pope had to bring on Civil Engineering Firm - Pierce Pini

Amendment #004: \$48,750.00 - Split Project into 2 Phases and Redesign effort by Pope Team to accomplish

Amendment #005: \$173,230.00 - Additional Services Proposed for Phases 2, 3 & potentially 4 with Best Value Approach.

Amendment #006: \$54,598 - Multiple Unforeseen Structural, Additional A/E time & Re-Design Services.

Amendment #007: \$5,400.00 - Convert Room #234 from Computer Lab to Classroom

TOTAL for

Proposed Amendment #008: ADD \$49,000.00

Total Proposed Contract for Pope Architects: \$875,744.00

Schedule Adjustment:

360 Days

SIGNATURES:

Pope Architects
ARCHITECT *(Firm name)*

Minneapolis Public Schools
OWNER *(Firm name)*


SIGNATURE

Ibrahima Diop, Sr Officer of Finance and Operations

Gonzalo Villares - Principal
PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

1/12/2024
DATE

DATE



December 13, 2023

Jeff Helstrom
Project Manager
Minneapolis Public Schools (MPS)
Special School District #1
1250 West Broadway Avenue,
Minneapolis, MN 55411

**Re: Lyndale MEP Upgrades
Additional Services Request – Extended Construction Administration for the Summer of 2024**

Dear Jeff:

This is our Additional Services Request for the extended Construction Administration related services covering the work of the Pope Design Group team for the summer of 2024. The Lyndale MEP Upgrades project was originally scheduled for two or potentially three summers of construction starting the summer of 2021. Whether or not the project would be a two or three summer construction project was contingent on the ability of Minneapolis Public Schools (MPS) and their abatement contractor to complete the required asbestos abatement work on time. Since the asbestos abatement is required prior to the start of most of the construction work in the building, the ability for the Prime Contractor, Master Mechanical, to complete the MEP upgrades work each summer is tied to the schedule of MPS and their abatement contractor.

Once MPS started on the summer 2021 abatement work, MPS realized that due to the amount of required abatement work and speed at which the work could be completed, a two-summer construction time frame was not feasible. MPS revised the Attachment F abatement phasing to schedule the abatement over three summers.

The first phase of abatement and Master Mechanical's construction work was completed during the summer of 2021. The following year, the Minneapolis teachers strike in the spring of 2022 shut down schools for approximately three weeks and extended the 2021-2022 school year to June 24. This school year extension reduced the amount of time available to MPS to complete the summer of 2022 abatement work and for Master Mechanical and their subs to complete the summer of 2022 construction work. As a result of the reduced available amount of time for construction, MPS made the decision to move the bulk of the second summer's (summer of 2022) construction work to the summer of 2023 and the third summer of work to the summer of 2024. All non-abatement dependent Master Mechanical construction work, however, was carried out as originally planned during the Summer of 2022.

Adding the fourth summer extended the Pope Design Group's Construction Administration duration from three summers to four summers. Pope Design Group has carried out Construction Administration, including submittals, responding to RFIs, OAC meetings, site visits and punch lists, for the three summers of 2021, 2022 and 2023. The fourth summer of Construction Administration is not covered by Pope Design Group's current contract with MPS. As a result, Pope Design Group is requesting Additional Services to cover the required Construction Administration for the summer of 2024 due to project delays outside of the control of Pope Design Group

767 N. Eustis St., Ste 190
St. Paul, Minnesota 55114
651.642.9200

popedesign.com

The additional services scope is outlined below:

Scope of Service

The additional Construction Administration for the summer of 2024 scope of work includes:

- Attending abatement coordination meeting(s) in the spring of 2024. Review and identification of existing building infrastructure that needs to remain in place during abatement.
- Reviewing the Phase 4 work area for any damage caused by the asbestos abatement processes.
- Leading weekly OAC meetings for the approximately 3 months of Construction Administration.
- Issuing meeting minutes at the end of each OAC meeting.
- Attending weekly jobsite observation visits.
- Issuing responses to contractor RFIs.
- Issuing PRS as required for any changes.
- Reviewing submittals as required.
- Reviewing monthly Applications for Payment and associated Certified Payrolls.
- Attending Punch list visit(s) to observe completed work. Issue item list at the end of summer 2024.
- Participating in the commissioning effort as required.
- Attending a final punch list verification walkthrough after the Contractor has completed the punch list items.
- Issuing a Certificate of Substantial Completion at the end of the summer of 2024.

Fees

The fee required to complete the work described above shall be a lump sum of **Forty-Nine Thousand Dollars (\$49,000.00)**. This Lump Sum Fee amount above will be billed on a percent complete per month.

This Additional Services Request is based on current known project conditions. We reserve the right per the signed B101 Owner and Architect Agreement section 4.2 to request further Additional Services if warranted after the Summer of 2024 Construction Administration Phase.

Again, we appreciate the opportunity, and look forward to continuing to work with Minneapolis Public Schools to make the project a great success on every level. If you or others have questions or need any further information, please do not hesitate to call.

Sincerely,

POPE DESIGN GROUP



Gonzalo Villares, AIA
Principal



Raphael Lister, AIA, LEED AP
Project Manager

Authorization to Proceed:

MINNEAPOLIS PUBLIC SCHOOLS

Name

Date



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

COMMUNITY PARTNER CONTRACT FOR SERVICES (\$25,000+)

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Project Success, “Contractor” (collectively “parties”).

1. TERM OF CONTRACT

- 1.1. This Contract is effective on 01/01/2024 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 6/30/24 or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2. Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2. SCOPE OF WORK

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

3. CONSIDERATION AND TERMS OF PAYMENT

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

- 3.1. Total Obligation.
District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$110,000 each year. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.



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: 44xxxxxx

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 180 days of receipt of the invoice, no action challenging the invoice may be taken.

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

3.3. Taxes.

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

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

3.4. Fund Availability; Federal Funds Contingency.

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

4. GENERAL TERMS AND CONDITIONS

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

5. AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

6. BACKGROUND CHECKS

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

7. DATA PRIVACY

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

8. STUDENT DATA

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

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

9. USE OF DISTRICT SPACE

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

10. USE OF DISTRICT NAME OR LOGO

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

11. MALTREATMENT OF MINORS REPORTING ACT

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

12. PROFESSIONAL STANDARDS OF BEHAVIOR

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

13. OWNERSHIP OF MATERIAL

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

14. INDEPENDENT CONTRATOR

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

15. WORKER HEALTH, SAFETY AND TRAINING

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

16. BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

17. INSURANCE

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

additional insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.

- 17.2. Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has Director's and Officer's Errors and Omissions and professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured as the coverage. Contractor shall provide all such certificates to District.
- 17.3. Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.
- 17.4. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled.

18. INDEMNIFICATION

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

19. LIMITATION ON LIABILITY

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

20. CONFLICT OF INTEREST/CODE OF ETHICS

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

gratuities, compensation, or anything of value in violation any applicable laws or District policies.

21. COMPLIANCE WITH LAWS AND DEBARMENT

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

22. TERMINATION

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

22.2. District may terminate this Contract in whole or in part for Cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. In this event, District will not be liable for any amounts; but Contractor shall be liable to District for all losses, damages, and expenses. including, without limitation, the excess cost of recouping similar goods or services; shipping charges for any items District may at its option return to Contractor, including items already delivered, but for which District no longer has any use because of Contractor's default; and amounts paid by District for any items District has received but returns to Contractor. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

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

shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

23. RETURN OF DATA

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

24. RECORDS MANAGEMENT AND MAINTENANCE

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

25. NOTICES/ADMINISTRATION

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

Special School District No. 1
Michael Walker
Associate Superintendent
phone: 612.668.1798
email: Michael.Walker@mpls.k12.mn.us

Partner
Caitlin DeVos- Administrative Manager

26. ACKNOWLEDGMENT

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

27. NON-WAIVER

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

28. ASSIGNMENT

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

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

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

Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

30. WARRANTY

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

31. SEVERABILITY

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

32. SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: _____

Title: _____

Date: _____

PROJECT SUCCESS

By: _____

Name: _____

Title: _____

Date: _____



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 44xxxxxx

Page | 12

EXHIBIT A: PROGRAMMING PROVIDED

Description of Program and Delivery

8th Grade: Provide spaces for 8th graders from GEAR UP Middle Schools (Anwatin, Olson, Northeast, Franklin, Ella Baker, Anne Sullivan, Andersen) to attend project success single career tours. The goal is to take at least 50 students from each school on a field trip planned and executed by Project Success by the end of the school year.

9th Grade: Provide spaces for 9th graders from GEAR UP High schools (North, Roosevelt, Henry, Edison, Heritage, FAIR, South) to attend career exploration experiences through our certificate program. The goal is to have 250 High school students attend a “Day Of...” experience at the Project Success space to meet with professionals in any given field that will help students explore various career paths.

Outcomes

Project Success will arrange career-related field trips and workshops in partnership with the GEAR UP Counselors to gather permission slips and recruit students to attend the planned activities. Project Success will share with GEAR UP the student roster for each of the career related visits and or “Day of” and any survey results with the GEAR UP Manager.

Method of Evaluation

Project Success shall work with GEAR UP to share rosters and survey results regarding the career related experiences for both 8th and 9th graders that participate in the experiences.

EXHIBIT B: PAYMENT TERMS



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 44xxxxxx

Page | 13

If there are exhibits to describe the payment terms:

Payments will be process upon completion of services.



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 School Specialty “Contractor” (collectively “parties”) to provide Social Emotional Learning Kits for Special Education teachers and related services providers.

1 TERM OF CONTRACT

1.1 This Contract is effective on February 13, 2024 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.

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 \$131,976.86. Contractor/Vendor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment*

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

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

3.3 *Taxes.*

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

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the

Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

4 INSPECTION OF GOODS & REJECTION

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

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

5 RISK OF LOSS

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

6 TITLE

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

7 FORCE MAJEURE

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

8 GENERAL TERMS AND CONDITIONS

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

9 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

10 DATA PRIVACY

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

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 licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

14 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

15 INSURANCE

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

certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.

15.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

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

16 INDEMNIFICATION

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

17 LIMITATION ON LIABILITY

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

18 CONFLICT OF INTEREST/CODE OF ETHICS

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

19 COMPLIANCE WITH LAWS AND DEBARMENT

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

20 TERMINATION

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

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

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

21 RETURN OF DATA

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

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

22 RECORDS MANAGEMENT AND MAINTENANCE

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

23 NOTICES/ADMINISTRATION

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

Special School District No. 1

Division: Special Education Department
Attn: Dr. Deeqaifrah Hussein
1250 W Broadway
Minneapolis, MN 55411
Email: deeqaifrah.hussein@mpls.k12.mn.us

CONTRACTOR

NAME: School Specialty
Address: W6316 Design Dr, Greenville, WI 54942
Phone: 612-505-8741
Email: bob.kaye@schoolspecialty.com

ACKNOWLEDGMENT



1250 West Broadway Ave. Minneapolis, MN 55411-2533
Phone: 612.668.0000
www.mpls.k12.mn.us
SRM: 4400002077

Page | 8

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

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

24 NON-WAIVER

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

25 ASSIGNMENT

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

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

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

27 WARRANTY

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

28 SEVERABILITY

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

29 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Ryan Strack

(Printed)

Title: Assistant to the Superintendent and Board

Date: _____

CONTRACTOR NAME

Signature: *Sarah J. Peterson*

Name: Sarah Peterson

(Printed)

Title: Assistant Secretary

Date: January 12, 2024

EXHIBIT A: SCOPE OF WORK

Deliverables:

Prepackaged social emotional learning kits.

Service Outcome:

Kits are received prepackaged.

Method of Evaluation

Fulfillment of the requested kits

[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.]

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]



Signature

Sarah Peterson

Name

Assistant Secretary

Title

January 12, 2024

Date



AIA®

Document G701® – 2017

Change Order

PROJECT: (Name and address)

Justice Page Middle School
 Addition and Renovation
 10 West 50th St.
 Minneapolis, MN 55419

CONTRACT INFORMATION:

Contract For: General Construction
 Date: 12/15/2021

CHANGE ORDER INFORMATION:

Change Order Number: 007
 Date: 01/12/2024

OWNER: (Name and address)

Minneapolis Public Schools, SSD No.1
 1250 West Broadway Avenue
 Minneapolis, MN 55411

ARCHITECT: (Name and address)

Miller Dunwiddie
 100 Washington Ave. S., Suite 500
 Minneapolis, MN 55401

CONTRACTOR: (Name and address)

Sheehy Construction Co. Inc
 360 Larpenteur Ave. W., Suite 200
 St. Paul, MN 55113

THE CONTRACT IS CHANGED AS FOLLOWS:

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

The Contract is changed as follows:

The original Contract Sum was	\$ 5,368,300.00
The net change by previously authorized Change Orders	\$ 1,000,712.94
The Contract Sum prior to this Change Order was	\$ 6,369,012.94
The Contract Sum will be increased by this Change Order in the amount of	\$ 26516.40
The new Contract Sum including this Change Order will be	\$ 6,395,529.34

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

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

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

Miller Dunwiddie
 ARCHITECT (Firm name)

SIGNATURE

Kermit Duncan, Architect

PRINTED NAME AND TITLE

01/12/2024

DATE

Sheehy Construction Co. Inc.
 CONTRACTOR (Firm name)

SIGNATURE

Blair Juliar, Vice President

PRINTED NAME AND TITLE

DATE

Minneapolis Public Schools
 OWNER (Firm name)

SIGNATURE

Ibrahima Diop, Senior Officer of Finance and Operations

PRINTED NAME AND TITLE

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 SHI “Contractor” (collectively “parties”) to provide Red Canary Security Platform to Minneapolis Public Schools

TERM OF CONTRACT

- 1.1 This Contract is effective on 3/12/24 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 3/12/25, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 *Total Obligation*

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$697,440.00. Contractor shall

not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 Frequency of Invoicing and Terms of Payment

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

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

3.3 Taxes.

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

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

3.4 Fund Availability; Federal Funds Contingency.

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

4 GENERAL TERMS AND CONDITIONS

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

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

6 BACKGROUND CHECKS

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

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

7 DATA PRIVACY

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

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRACTOR

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

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

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

- 13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$1,000,000 each claim and \$1,000,000 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 \$1,000,000 each claim and \$1,000,000 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 shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

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

with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILITY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

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

17 COMPLIANCE WITH LAWS AND DEBARMENT

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

18 TERMINATION

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

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

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

19 RETURN OF DATA

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

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, financial 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 upon thirty (30) days advanced written notice. 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. Such audits shall not take place more than once during a twelve (12) month period. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by

facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Information Technology

Attn: Justin Hennes

1250 W Broadway

Minneapolis, MN 55411

Email: justin.hennes@mpls.k12.mn.us

CONTRACTOR

SHI International Corp

Phone: 732-564-8310

Address: 290 Davidson Ave, Somerset, NJ 08873

Email: Victoria_Pelosi@shi.com

ACKNOWLEDGMENT

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

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

22 NON-WAIVER



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400002106

Page | 8

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

23 ASSIGNMENT

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

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

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

25 WARRANTY

25.1 Contractor will pass on any warranties and guarantees from the OEM that the services performed under this Contract will be of the highest professional standards and quality. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUESHEREUNDER, RESELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

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 Technology Officer

Date: _____

SHI International Corp.

Signature: *Kristina Mann*
Kristina Mann (Feb 6, 2024 08:32 EST)

Name: Kristina Mann

(Printed)

Title: Sr. Manager - Contracts

Date: Feb 6, 2024

Exhibit A:

Deliverables:

Red Canary Security Platform at outlined in Quotation #: 24417965

Service Outcome:

Red Canary Security Platform at outlined in Quotation #: 24417965

Method of Evaluation:

Leadership Evaluation

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

[The remainder of this page intentionally left blank.]



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR GOODS – above \$50,000

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and WhyMaker “Contractor” (collectively “parties”) to provide Sphero robots and associated professional development, at Minneapolis Public Schools.

1 TERM OF CONTRACT

- 1.1 This Contract is effective on January 19th, 2024, or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30th, 2024, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 *Total Obligation*

District's total obligation to Contractor/Vendor under this Contract, including compensation for goods, and/or services, and reimbursable expenses (if applicable), shall not exceed **\$414,887.90**. Contractor/Vendor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment*

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

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

3.3 *Taxes.*

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

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

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

4 INSPECTION OF GOODS & REJECTION

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

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

5 RISK OF LOSS

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

6 TITLE

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

7 FORCE MAJEURE

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

8 GENERAL TERMS AND CONDITIONS

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

9 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

10 DATA PRIVACY

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

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 licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

14 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

15 INSURANCE

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

15.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

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

16 INDEMNIFICATION

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

17 LIMITATION ON LIABILITY

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

18 CONFLICT OF INTEREST/CODE OF ETHICS

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

19 COMPLIANCE WITH LAWS AND DEBARMENT

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

20 TERMINATION

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

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

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

21 RETURN OF DATA

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

22 RECORDS MANAGEMENT AND MAINTENANCE

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

23 NOTICES/ADMINISTRATION

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

Special School District No. 1

Division: Core Academics

Attn: Aimee Fearing

1250 W Broadway



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 44xxxxxx

Page | 8

Minneapolis, MN 55411

Email: aimée.feering@mpls.k12.mn

CONTRACTOR

NAME: Lisa Pitura

Address: 405 Lexington Ave, Floor 9

New York, NY 10174

Email: lisapitura@whymaker.com

ACKNOWLEDGMENT

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

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

24 NON-WAIVER

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

25 ASSIGNMENT

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



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 44xxxxxx

Page | 9

in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

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

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

27 WARRANTY

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

28 SEVERABILITY

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

29 SURVIVABILITY

29.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of

the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: **Aimee Fearing.**
(Printed)

Title: **Senior Officer of Academics.**

Date: _____

CONTRACTOR NAME

Signature: _____

Name: **Lisa Pitura**
(Printed)

Title: **Operations Manager**

Date: _____



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

EXHIBIT A: SCOPE OF WORK

Deliverables:

To provide the following goods to MPS: Sphero Indi and Sphero Bolt Power Packs, and to MPS

To provide the following Professional Development services to teachers at MPS:

- Planning & Reporting
- Computational Thinking Workshops
- Technical Training
- Instructional Coaching
- Lead Training

Service Outcome:

Students will engage in high quality STEAM learning with the Sphero bot. Teachers will have the knowledge and skills to create high quality learning experiences with Sphero materials.

Method of Evaluation

Content Lead will monitor delivery and distribution, teacher feedback surveys on quality of professional development.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

see attached quote. Vendor will submit invoices as services are rendered.

[The remainder of this page intentionally left blank.]

EXHIBIT C: STUDENT DATA PRIVACY

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

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

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

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

[CONTRACTOR NAME]

Signature

Name

Title

Date

ENVIRONMENTAL COVENANT AND EASEMENT

Preferred ID VP22612 and PB4834

This Environmental Covenant and Easement ("Environmental Covenant") is executed pursuant to the Uniform Environmental Covenants Act, Minn. Stat. ch. 114E ("UECA") in connection with an environmental response project approved by the Minnesota Pollution Control Agency ("MPCA").

1. Grantor and Property description.

A. Owner and legal description of Property.

800 West Broadway LLC, a Minnesota limited liability company ("800 West Broadway LLC") is the fee owner of certain real property located at 800 West Broadway, Minneapolis, in Hennepin County, State of Minnesota, with parcel identification number(s) 1602924140090, shown on **Exhibit 1** and legally described in **Exhibit 2** (hereinafter the "Property").

B. Grantor.

800 West Broadway LLC is the Grantor of this Environmental Covenant.

2. Grant of Covenant; Covenant runs with the land.

Grantor does hereby Covenant and Declare that the Property shall be subject to the Activity and Use Limitations and associated terms and conditions set forth in this Environmental Covenant including the Easement in Paragraph 9, and that these Activity and Use Limitations and

associated terms and conditions constitute covenants which run with the Property and which shall be binding on Grantor, its heirs, successors and assigns, and on all present and future Owners of the Property and all persons who now or hereafter hold any right, title or interest in the Property. An Owner is bound by this Environmental Covenant during the time when the Owner holds fee title to the Property. Any other person that holds any right, title or interest in or to the Property is bound by this Environmental Covenant during the time the person holds the right, title or interest. An Owner ceases to be bound by this Environmental Covenant when the Owner conveys fee title to another person, and any other person that holds any right, title or interest in or to the Property ceases to be bound when the person conveys the right, title or interest to another person.

3. Environmental Agency; Grantee and Holder of Environmental Covenant; acceptance of interest in real Property.

A. Environmental agency.

The MPCA is the environmental agency with authority to approve this Environmental Covenant under UECA.

B. Grantee and Holder; acceptance of interest in Property.

The MPCA is the Grantee and Holder of the interest in real property conveyed by this Environmental Covenant. MPCA has authority to acquire an interest in real property, including an Environmental Covenant, under Minn. Stat. § 115B.17, subd. 15 and Minn. Stat § 115C.08, subd. 4(11), as the MPCA determines necessary for a response action/corrective action related to both hazardous substances and petroleum. MPCA's signature on this Environmental Covenant constitutes approval of this Environmental Covenant under UECA and acceptance of the interest in real property granted herein for purposes of Minn. Stat. § 115B.17, subd. 15 and Minn. Stat. § 115C.08, subd. 4(11).

4. Environmental response project.

The Property is the location of releases or threatened releases of hazardous substances, pollutants, or contaminants and petroleum that are addressed by an environmental response project under the MPCA Voluntary Investigation and Cleanup ("VIC") Program pursuant to Minn. Stat. § 115B.17, subd. 14 and Petroleum Brownfields Program pursuant to Minn. Stat. § 115C. MPCA has determined that an Environmental Covenant is needed for the Property because of the affirmative obligation to operate, monitor, and maintain the vapor intrusion mitigation system in the Property building.

5. Statement of facts.

A. Facts about the release and response actions.

The Property was developed by 1925 and past uses have included an automotive sales center and a furniture store. Soil vapor sampling detected chlorinated solvents and non-petroleum volatile organic compounds ("VOCs") at concentrations greater than MPCA mitigation criteria. A sub-slab depressurization ("SSD") system was installed in the Property building to prevent vapor intrusion. In addition, a fan was installed in the limited basement area to create a positive pressure in the area to prevent vapor intrusion. Post-mitigation verification testing indicated that the SSD system and basement fan are working as designed. Details regarding the investigation and response

actions can be found in the MPCA's file for the **800 West Broadway** site, MPCA Preferred ID **VP22612** and **PB4834**.

B. Facts constitute affidavit under Minn. Stat. § 115B.16, subd. 2

The facts stated in Paragraph 5.A. are stated under oath by the person signing this Environmental Covenant on behalf of the Grantor, and are intended to satisfy the requirement of an affidavit under Minn. Stat. § 115B.16, subd. 2. In the event of a material change in any facts stated in Paragraph 5.A. requiring the recording of an additional affidavit under Minn. Stat. § 115B.16, subd. 2, the additional affidavit may be made and recorded without amending this Environmental Covenant.

6. Definitions.

The terms used in this Environmental Covenant shall have the meanings given in UECA, and in the Minnesota Environmental Response and Liability Act ("MERLA"), Minn. Stat. §115B.02. In addition, the definitions in this Paragraph 6 apply to the terms used in this Environmental Covenant.

A. "Commissioner" means the Commissioner of the MPCA, the Commissioner's successor, or other person delegated by the Commissioner to act on behalf of the Commissioner.

B. "MPCA" means the Minnesota Pollution Control Agency, an agency of the State of Minnesota, or its successor or assign under any governmental reorganization.

C. "Owner" means a person that holds fee title to the Property and is bound by this Environmental Covenant as provided in Paragraph 2. When the Property is subject to a contract for deed, both the contract for deed vendor and vendee are collectively considered the Owner.

D. "Political Subdivision" means the county, and the statutory or home rule charter city or township, in which the Property is located.

E. "Property" means the real property described in Paragraph 1 of this Environmental Covenant.

7. Activity and use limitations.

The following Activity and Use Limitations shall apply to the Property:

A. Use limitations.

There are no use limitations on the Property.

B. Activity limitations.

The following activities are prohibited on the Property except as provided in Paragraph 8:

There shall be no disturbance, removal, or interference with the operation of any component of the vapor mitigation system within the Property building, as shown on Figure 2 of the Vapor Mitigation System Design in **Exhibit 1**.

There shall be no disturbance, removal or interference with the operation of any of the positive pressurization of the basement area, including the door sweep, as shown on Figure 5 of the Vapor Mitigation System Design in **Exhibit 1**.

C. Affirmative obligations of Owner.

The Activity and Use Limitations imposed under this Environmental Covenant include the following affirmative covenants and obligations:

Owner shall maintain the integrity of the building floors at the Property to prevent intrusion of vapors into the building and disturbance of the sub-slab vapor mitigation system.

Owner shall operate, monitor, and maintain the vapor mitigation system in the Property building, in accordance with the Operation and Maintenance (“O&M”) Plan set forth in **Exhibit 3**.

8. Prior MPCA approval required for activities limited under Environmental Covenant.

A. Approval procedure.

Any activity subject to limitation under Paragraph 7.B. shall not occur without the prior written approval of the Commissioner. The Commissioner’s approval may include conditions which the Commissioner deems reasonable and necessary to protect public health or welfare or the environment, including submission to and approval of a contingency plan for the activity. Within 60 days after receipt of a written request for approval to engage in any activities subject to a limitation under Paragraph 7.B., the MPCA shall respond, in writing, by approving such request, disapproving such request, or requiring that additional information be provided. A lack of response from the Commissioner shall not constitute approval by default or authorization to proceed with the proposed activity.

9. Easement; right of access to the Property.

Owner grants to the MPCA, the City of Minneapolis, and Hennepin County an easement to enter the Property from time to time, to inspect the Property and to evaluate compliance with the Activity and Use Limitations set forth in Paragraph 7. In addition, for the purpose of evaluating compliance, Owner grants to the MPCA the right to take samples of environmental media such as soil, groundwater, surface water, soil vapor, and air, and to install, maintain and close borings, probes, wells or other structures necessary to carry out the sampling.

Owner further grants to the MPCA an easement to enter the Property to operate, maintain and monitor response actions on the Property connected to the MPCA-approved response action project, to take further response actions deemed reasonable and necessary by the MPCA to protect public health and welfare and the environment from the Identified Release of hazardous substances, pollutants, or contaminants and petroleum, and to dismantle and close such response actions including closure of monitoring wells in accordance with State law and rules.

MPCA, the City of Minneapolis, and Hennepin County, and their employees, agents, contractors and subcontractors, may exercise the rights granted under this Paragraph 9 at reasonable times and with reasonable notice to the then-current owner, in a manner that, to the extent possible, minimizes interruption with the activities of the authorized occupants, conditioned only upon showing

identification or credentials by the persons seeking to exercise those rights. MPCA will be liable for injury to or loss of property or personal injury or death caused by any act or omission of any employee of the State of Minnesota in the performance of the work described above, under circumstances where the State of Minnesota, if a private person, would be liable to the claimant, in accordance with Minn. Stat. § 3.736.

10. Duration; amendment or termination of Environmental Covenant.

A. Duration of Environmental Covenant.

This environmental covenant is perpetual as provided in Minn. Stat. § 114E.40(a).

B. Amendment or termination by consent.

i. This Environmental Covenant may be amended or terminated in writing by the Owner and the MPCA. An amendment is binding on the Owner but does not affect any other interest in the real Property unless the current owner of that interest has consented to the amendment or agreed to waive its right to consent.

ii. The Grantor of this Environmental Covenant agrees that, upon conveying fee title to the Property to any other person, the Grantor waives the right to consent to amendment or termination of this Environmental Covenant.

C. Termination, reduction of burden, or modification by MPCA.

The MPCA may terminate, reduce the burden of, or modify this Environmental Covenant as provided in Minn. Stat. § 114E.40.

11. Disclosure in Property conveyance instruments.

Notice of this Environmental Covenant, and the Activity and Use Limitations and Affirmative Obligations set forth in Paragraph 7 and Compliance Reporting Requirements set forth in Paragraphs 8, 18 and 19 of this Environmental Covenant, shall be incorporated in full or by reference into all instruments conveying an interest in and/or a right to use the Property (e.g., easements, mortgages, leases). The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT UNDER MINN. STAT. CH. 114E, DATED _____, RECORDED IN THE OFFICIAL PROPERTY RECORDS OF _____ COUNTY, MINNESOTA AS DOCUMENT NO. _____. THE ENVIRONMENTAL COVENANT INCLUDES THE FOLLOWING ACTIVITY AND USE LIMITATIONS AND AFFIRMATIVE OBLIGATIONS:

There are no use limitations on the Property.

There shall be no disturbance, removal, or interference with the operation of any component of the vapor mitigation system within the Property building, as shown on Figure 2 of the Vapor Mitigation System Design in Exhibit 1.

There shall be no disturbance, removal or interference with the operation of any of the positive pressurization of the basement area, including the door sweep, as shown on Figure 5 of the Vapor Mitigation System Design in Exhibit 1.

Owner shall maintain the integrity of the building floors at the Property to prevent intrusion of vapors into the building and disturbance of the sub-slab vapor mitigation system.

Owner shall operate, monitor, and maintain the vapor mitigation system in the Property building, in accordance with the O&M Plan set forth in Exhibit 3.

12. Recording and notice of Environmental Covenant, amendments and termination.

A. The original Environmental Covenant.

Within 30 days after the MPCA executes and delivers to Grantor this Environmental Covenant, the Grantor shall record this Environmental Covenant in the office of the County Recorder or Registrar of Titles of Hennepin County.

B. Termination, amendment or modification.

Within 30 days after MPCA executes and delivers to Owner any termination, amendment or modification of this Environmental Covenant, the Owner shall record the amendment, modification, or notice of termination of this Environmental Covenant in the office of the County Recorder or Registrar of Titles of Hennepin County.

C. Providing notice of covenant, termination, amendment or modification.

Within 30 days after recording this Environmental Covenant, the Grantor shall transmit a copy of the Environmental Covenant in recorded form to:

- i. each person that signed the covenant or their successor or assign;
- ii. each person holding a recorded interest in the Property;
- iii. each person in possession of the Property;
- iv. the environmental officer of each political subdivision in which the Property is located; and
- v. any other person the environmental agency requires.

Within 30 days after recording a termination, amendment, or modification of this Environmental Covenant, the Owner shall transmit a copy of the document in recorded form to the persons listed in items i to v above.

13. Notices to Grantor and environmental agency.

A. Manner of giving notice.

Any notice required or permitted to be given under this Environmental Covenant is given in accordance with this Environmental Covenant if it is placed in United States first class mail postage prepaid; or deposited cost paid for delivery by a nationally recognized overnight delivery service; or transmitted by electronic mail to instcontrols.pca@state.mn.us.

B. Notices to the Grantor.

Notices to the Grantor shall be directed to:

800 West Broadway LLC
Attn: Legal Department
233 Park Avenue South, Suite 201
Minneapolis, MN 55415
Phone: 612-604-0852
Email: legal@sherman-associates.com

C. Notices to MPCA.

All notices, including reports or other documents, required to be submitted to the MPCA shall reference the MPCA Preferred ID. ***Email submittal is preferred.***

Minnesota Pollution Control Agency
Remediation Division – Institutional Controls Coordinator
MPCA Preferred ID: **VP22612 and PB4834**
520 Lafayette Road North
St. Paul, MN 55155
Email: instcontrols.pca@state.mn.us

14. Enforcement and compliance.

A. Civil action for injunction or equitable relief.

This Environmental Covenant may be enforced through a civil action for injunctive or other equitable relief for any violation of any term or condition of this Environmental Covenant, including violation of the Activity and Use Limitations under Paragraph 7 and denial of Right of Access under Paragraph 9. Such an action may be brought by:

- i. The MPCA;
- ii. A political subdivision in which the Property is located;
- iii. A person whose interest in the Property or whose collateral or liability may be affected by the alleged violation of the covenant;
- iv. A party to the covenant, including all holders; or
- v. Any person to whom the covenant expressly grants power to enforce.

B. Additional rights of enforcement by MPCA.

In addition to its authority under subparagraph A of this Paragraph 14, the MPCA may enforce this Environmental Covenant using any remedy or enforcement measure authorized under UECA or other applicable law, including remedies pursuant to Minn. Stat. §§ 115.071, subds. 3 to 5, or 116.072.

C. No waiver of enforcement.

Failure or delay in the enforcement of this Environmental Covenant shall not be considered a waiver of the right to enforce, nor shall it bar any subsequent action to enforce, this Environmental Covenant.

D. Former Owners and interest holders subject to enforcement.

Subject to any applicable statute of limitations, an Owner or other person holding any right, title or interest in or to the Property, that violates this Environmental Covenant during the time when the Owner or other person is bound by this Environmental Covenant remains subject to enforcement with respect to that violation regardless of whether the Owner or other person has subsequently conveyed the fee title, or other right, title or interest, to another person.

E. Other authorities of MPCA not affected.

Nothing in this Environmental Covenant affects MPCA's authority to take or require performance of response actions to address releases or threatened releases of hazardous substances or pollutants or contaminants at or from the Property, or to enforce a consent order, consent decree or other settlement agreement entered into by MPCA, or to rescind or modify a liability assurance issued by MPCA, that addresses such response actions.

15. Administrative record.

Subject to the document retention policy of the MPCA, reports, correspondence and other documents which support and explain the environmental response project for the Property are maintained by the MPCA Brownfield Program at the MPCA's office at 520 Lafayette Road N, St. Paul, Minnesota in the file maintained for **800 West Broadway**, MPCA Preferred ID **VP22612 and PB4834**.

16. Representations and warranties.

Grantor hereby represents and warrants to the MPCA and any other signatories to this Environmental Covenant that, at the time of execution of this Environmental Covenant:

A. Every fee owner of the Property has been identified;

B. Grantor holds fee simple title to the Property which is subject to the interests and encumbrances identified in Exhibit 4.

C. Grantor has authority to grant the rights and interests and carry out the obligations provided in this Environmental Covenant;

D. Nothing in this Environmental Covenant materially violates, contravenes, or constitutes a default under any agreement, document or instrument that is binding upon the Grantor.

E. Except as otherwise directed by MPCA, Grantor has obtained, from each person holding an interest and encumbrance in the Property identified in **Exhibit 4**, a Subordination Agreement, or other agreement satisfactory to the Commissioner, assuring that such person is bound by this Environmental Covenant and that this Environmental Covenant shall survive any foreclosure or other action to enforce the interest. Such an agreement may include a waiver of that person's right to consent to any amendment of this Environmental Covenant. Executed agreements by such persons are included in **Exhibit 5** of this Environmental Covenant. The MPCA has determined that no subordination agreement is necessary from the State of Minnesota.

17. Governing law.

This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Minnesota.

18. Compliance reporting.

The Owner shall submit to MPCA on an annual basis a written report confirming compliance with the Activity and Use Limitations and Affirmative Obligations provided in Paragraph 7 and summarizing any actions taken pursuant to Paragraph 8 of this Environmental Covenant. Reports shall be submitted on the first July 1 that occurs at least six months after the effective date of this Environmental Covenant, and on each succeeding July 1 thereafter.

Owner shall notify the MPCA as soon as possible of any actions or conditions that would constitute a breach of the Activity and Use Limitations in Paragraph 7.

19. Notice of conveyance of interest in Property.

Owner shall provide written notice to MPCA within 30 days after any conveyance of fee title to the Property or any portion of the Property. The notice shall identify the name and contact information of the new Owner, and the portion of the Property conveyed to that Owner.

20. Severability.

In the event that any provision of this Environmental Covenant is held by a court to be unenforceable, the other provisions of this Environmental Covenant shall remain valid and enforceable.

21. Effective date.

This Environmental Covenant is effective on the date of acknowledgement of the signature of the MPCA.

FOR THE ENVIRONMENTAL AGENCY AND HOLDER:

MINNESOTA POLLUTION CONTROL AGENCY

By _____ (signature)

Thomas Higgins, Manager
Site Remediation and Redevelopment Section
Remediation Division
Delegate of the Commissioner of the
Minnesota Pollution Control Agency

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

This instrument was acknowledged before me on _____, 2022, by Thomas Higgins, Manager of the Site Remediation and Redevelopment Section of the Remediation Division, and a Delegate of the Commissioner of the Minnesota Pollution Control Agency, on behalf of the Minnesota Pollution Control Agency.

_____ (signature)

Notary Public

My Commission Expires _____

THIS INSTRUMENT WAS DRAFTED BY
AND WHEN RECORDED RETURN TO:

Paula K. Beck
Sherman Associates, Inc.
233 Park Avenue South, Suite 201
Minneapolis, MN 55415

EXHIBIT 1

DEPICTION OF PROPERTY

[See Attached]



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

Project Manager:	RPL
Drawn by:	ELN
Checked by:	RPL
Approved by:	DJW

Project No.	MP147098D
Scale:	AS SHOWN
File Name:	exhibits
Date:	05/08/15

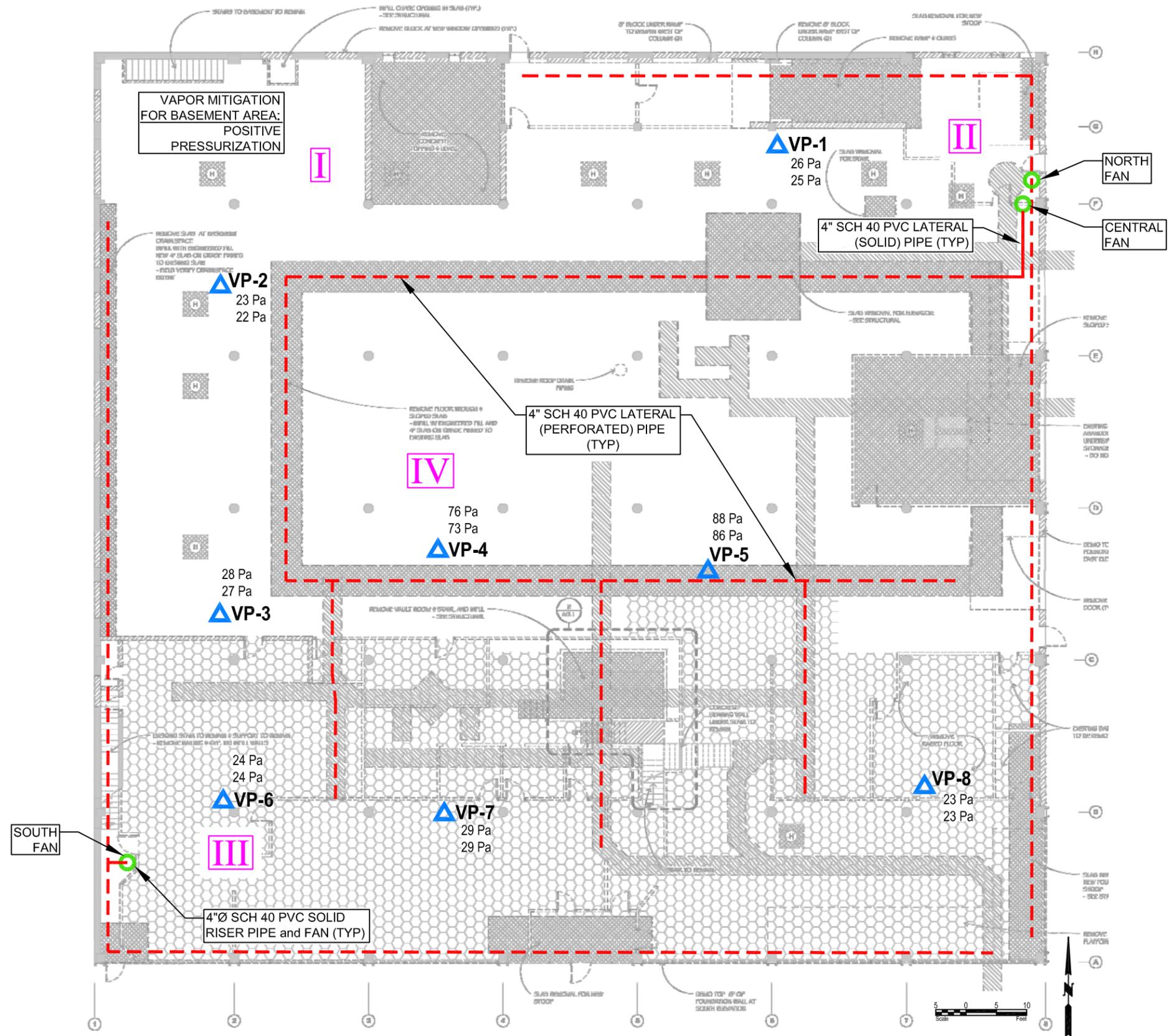
Terracon
 13400 15th Ave N.
 Plymouth, MN 55441

SITE DIAGRAM

800 West Broadway
 800 West Broadway Ave & 2019 Aldrich Avenue North
 Minneapolis, MN

Figure	2
--------	---

MK 02-24-17 n:\projects\2015\mp157355\working files\diagrams-drawings-figures\figure 5 vapor pin locs 2.24.17



EXPLANATION

VP- #
 ▲ 23 Pa
 ▲ 22 Pa

VAPOR PIN LOCATION and LABEL
 INITIAL VACUUM LEVEL (Pascals)
 FINAL VACUUM LEVEL (Pascals)

KEY

○ RISER PIPE LOCATION

Project Mng:	DJ	Project No.	MP157355
Approved By:	MJ	Scale:	AS SHOWN
Checked By:	DJ	Date:	2/24/17
Drawn By:	MK	File No.	FIGURE 5 VAPOR PIN LOCs 2.24.17

Terracon
 Consulting Engineers and Scientists
 13400 15th Avenue North Minneapolis, MN 55441
 PH. (763) 489-3100 FAX. (763) 489-3101

POST-MITIGATION SSD DIAGNOSTIC TESTING
 AUGUST 26, 2016
 VAPOR MITIGATION SYSTEM DESIGN
 800 WEST BROADWAY AVENUE
 MINNEAPOLIS, MINNESOTA 55411

FIGURE
5

EXHIBIT 2

LEGAL DESCRIPTION OF PROPERTY

Parcel 1:

Lots 4, 5, 6, and 7, Block 9, Highland Park Addition to Minneapolis, according to the recorded plat thereof, Hennepin County, Minnesota.

(Abstract Property)

Parcel 2:

Lot 3, Block 9, Highland Park Addition to Minneapolis.

(Abstract Property)

EXHIBIT 3

Operation and Maintenance Plan

[See Attached]

Operation and Maintenance Plan - Sub-Slab Depressurization System

800 West Broadway, LLC
800 West Broadway Avenue
Minneapolis, Hennepin County, Minnesota

May 17, 2017

Terracon Project No. MP157355

MPCA VIC Site ID: VP22612

MPCA PBP Site ID: PB4834



Prepared for:

800 West Broadway, LLC
Minneapolis, Minnesota

Prepared by:

Terracon Consultants, Inc.
Minneapolis, Minnesota

terracon.com

Terracon

Environmental



Facilities



Geotechnical



Materials

**VAPOR CONTROL SYSTEM
OPERATIONS & MAINTENANCE PLAN**

**800 WEST BROADWAY, LLC
800 WEST BROADWAY AVENUE
MINNEAPOLIS, HENNEPIN COUNTY, MINNESOTA**

Prepared for:

**800 WEST BROADWAY, LLC
233 PARK AVENUE SOUTH
MINNEAPOLIS, MN 55415**

Prepared by:

**TERRACON CONSULTANTS, INC.
13400 15TH AVENUE NORTH
MINNEAPOLIS, MINNESOTA 55441
(763) 489-3100**

MAY 17, 2017

PROJECT NUMBER: MP157355

CERTIFICATION

**Erik L. Nimlos, PG
Project Geologist**

**David A. Jerde, PG
Senior Geologist**

**Dana J. Wagner, CHMM
Principal**

TABLE OF CONTENTS

1.0 INTRODUCTION..... 1
2.0 SITE BACKGROUND 1
3.0 SYSTEM DESCRIPTION 2
4.0 OPERATION..... 3
 3.1 Equipment..... 3
 3.1.1 Primary Fans..... 3
 3.1.2 SSD Sump Manometers..... 3
 3.2 System Operations 4
 3.2.1 Training Requirements 4
 3.2.2 Startup Operations 4
4.0 MAINTENANCE..... 4
 4.1 Monthly inspections 4
 4.2 System Maintenance 5
 4.3 System Shutdown 5
 4.4 Annual Reporting 5
 4.5 Regulatory Reporting 5
5.0 BUILDING AND SYSTEM MODIFICATIONS..... 6
 5.1 Cracks in Slab..... 6
 5.2 Modification of the Slab..... 6
 5.3 Extension of the Existing System 7
6.0 CONTACTS 7

APPENDIX A – Exhibits

Exhibit 1 – Site Location

Exhibit 2 – Site Layout

APPENDIX B – Plan Sheets and Photographs of Soil Vapor Mitigation System

APPENDIX C – Quarterly Inspection Log

1.0 INTRODUCTION

On behalf of 800 West Broadway, LLC, Terracon Consultants, Inc. (Terracon) prepared this Sub-Slab Depressurization System – Operation and Maintenance (O&M) Plan for 800 West Broadway, LLC, located at 800 West Broadway Avenue in Minneapolis, Minnesota (the Site). The purpose of the O&M Plan is to describe the sub-slab depressurization system that was installed during building renovations conducted in 2015 and 2016, describe routine inspections that will be conducted to assess proper operation of the system, and provide procedures to repair or maintain the system. Operation of the vapor mitigation system is a condition of the No Further Action Determination that is anticipated to be issued by the Minnesota Pollution Control Agency (MPCA) for remaining contamination at the Site.

2.0 SITE BACKGROUND

The Site consists of two parcels totaling approximately 0.9 acres improved with paved parking lot, landscaping, and an approximately 45,000 square foot two-story office building. Historically, the 800 West Broadway Avenue parcel was first developed by 1925 to be used as an automotive sale center and later by a furniture retail store in the 1990s. The 2019 Aldrich Avenue North parcel was developed as residential from at least 1885 until present 2015. Both parcels were re-developed in 2015 and 2016 into their current configuration. The location of the Site is depicted on **Figure 1** and the Site layout is shown on **Figure 2** in **Appendix A**.

The DRAP was developed to address environmental impacts identified in past investigations of the Site. The following response actions were proposed for the Site in order to address impacted soil vapor that may be encountered during excavation activities:

Results for the sub-slab vapor sampling identified soil gas contaminants within the footprints that exceed their respective 10X and 100x residential ISVs. Based on these detections, there was a potential for vapor migration into the building and mitigation of the building was required based on current MPCA guidance. In consideration of the proposed building use, a sub-slab depressurization system (SSDS) consisting of vertical risers in communication with bedded sand underlying the slab, and connected to radon-type fans to maintain negative pressure beneath the slab, in conjunction sealing of the floor joints and cracks was proposed to be installed as an appropriate response action to divert sub-surface soil gas contamination from entering the building and provide for protective long-term mitigation.

Based on the redevelopment plans and known local groundwater depths, no groundwater was anticipated to be encountered during construction or during operation of the building

The proposed response actions for soil and soil vapor were outlined in the following documents:

- n *Development Response Action Plan/Construction Contingency Plan, 800 West Broadway, Minneapolis, Minnesota*, prepared by Terracon dated May 15, 2015 (May 2015 RAP).
- n *Additional Soil Vapor Assessment, 800 West Broadway, Minneapolis, Minnesota*, prepared by Terracon dated June 23, 2015 (RAP Addendum)

The May 2015 RAP was approved by the MPCA Petroleum Brownfields Program (PBP) and Voluntary Investigation and Clean-up (VIC) Program by letter dated July 9, 2015. The RAP Addendum was later approved by both MPCA programs on August 31, 2015.

3.0 SYSTEM DESCRIPTION

As proposed in the approved RAP Addendum, a depressurization system was installed below the existing building floor slab using a set of vapor-extraction pipes which were installed across the footprint of the building. The system was designed with three legs to create SSD beneath most of the building footprint; vacuum in each leg is maintained through independent operation of the dedicated exhaust fan. The testing demonstrates that, in both the heating and non-heating seasons, the SSD system provides VI mitigation. With all three fans operating, the vacuum differential between the sub-slab and occupied space was at least four times the non-heating objective; in the heating season, the vacuum differential was at least three times the objective. When all three legs are operational, the north and south leg are both at 0.5 inH₂O and the central leg is at 0.8 inH₂O; Terracon proposes that the operating vacuum range for these fans can vary by +/- 40 percent while continuing to provide VI mitigation for the building. The acceptable operating vacuum range for the north and south legs would be 0.3 to 0.7 inH₂O and for the central leg would be 0.5 to 1.1 inH₂O.

Testing in the basement demonstrates that operation of the fan provides significant positive pressurization relative to the SSD system, providing VI mitigation for the space. As the building systems presently function, the pressure differential between the basement and the occupied building space ranges from 0.02 to 0.03 inH₂O. If the pressure differential decreases to 0.01 inH₂O, additional evaluation and placement of packing wool (or similar actions) shall be completed to return pressurization to the acceptable range (i.e. >0.01 to 0.1 inH₂O). The engineering design details for the SSD systems, which were used to solicit and screen qualified contractors to perform the installation, are provided on **Sheets 1 – 3 in Appendix B**. Additional information related to the design and construction are presented in the Response Action Plan Implementation Report (Terracon Consultants, Inc., March 2017).

4.0 OPERATION

3.1 Equipment

3.1.1 Primary Fans

There are three fans (one for each run) which are connected to the SSDS lateral slotted piping and operate to create vacuum in the sub-slab materials to mitigate completion of the vapor intrusion exposure pathway. Owing to the nature of the sub-slab materials and the size of each building the SSDS design required industrial-style fans with a relatively strong vacuum influence. To achieve the necessary vacuum and airflow characteristics, the design incorporates a Cincinnati Fan Model PB9 with an electric motor ($\frac{3}{4}$ hp @ 3,450 rpm); if/when the existing fans cease to operate, replacement fans with equivalent characteristics would be required. The locations of the fans are presented in **Sheet 1 of Appendix B**.



PB SERIES DIRECT DRIVE RATING TABLES at 3450 RPM

CFM and BHP at Static Pressure Shown

Ratings at 70°F., .075 Density, Sea Level

MODEL NO.	NOMINAL WHEEL DIA. & WIDTH	NOMINAL INLET DIA.	1" SP		2" SP		3" SP		4" SP		5" SP		6" SP		7" SP		8" SP	
			CFM	BHP														
PB-8	7 x 2 ¹ / ₁₆	4"	280	.30	228	.28	138	.26										
	8 x 2 ³ / ₄	4"	344	.36	292	.33	228	.28	122	.23								
PB-9	8 x 2 ³ / ₄	5"	388	.39	341	.36	285	.32	156	.25								
	8 ¹ / ₂ x 2 ³ / ₄	5"	435	.46	385	.41	324	.37	243	.33								
	9 x 2 ⁷ / ₈	5"	493	.52	445	.48	384	.42	310	.37	196	.31						
	10 ¹ / ₄ x 3 BC	5"	511	.56	463	.50	404	.45	344	.42	283	.38	211	.33				
PB-10A	9 ³ / ₄ x 2 ⁷ / ₈	5"	549	.61	501	.76	449	.71	385	.66	335	.60	258	.51				
	10 ⁵ / ₈ x 2 ⁷ / ₈	5"	592	.64	552	.78	509	.72	463	.66	415	.59	360	.52	291	.44	141	.31
	9 x 2 ⁷ / ₈	6"	576	.70	510	.65	425	.58	325	.50	163	.37						

3.1.2 SSD Sump Manometers

A flow-control valve has been installed on each SSDS riser (3 in total), to allow balancing of vacuum influence and thereby mitigating the vapor intrusion exposure pathway. These valves should not require any adjustment, as effective vacuum influence has been established and confirmed at the current settings. To measure and confirm the induced vacuum at each SSDS riser, as well as to confirm positive pressure within the basement, a Dwyer Magnahelic® Differential Pressure Gauge has been installed on the ground side of the airflow



control valve for each SSDS sump. The Magnahelic® gauges provide a visual indication that the fans are operating and allow for confirmation of sufficient vacuum influence at each SSDS riser.

3.2 System Operations

3.2.1 Training Requirements

All building maintenance staff shall review this O&M Plan and as-built documentation to ensure that quarterly inspections document proper operation and consistent implementation of this plan. Building maintenance staff shall utilize approved vendors for any/all repairs needed and will document for the annual report.

3.2.2 Startup Operations

This section describes the basic system operation and required startup monitoring. The following steps should be taken to properly start the system after a shut down or repair under normal operating conditions:

- n Before starting the system, visually inspect all major components to verify condition. Components include fans, vent piping, and vent risers (exterior).
- n Turn on fans and confirm vacuum influence in the SSDS risers at Magnahelic® gauges.
- n Check that system is operating appropriately (no excess vibration or noise).

Specific inspection items are found on **Form 1** which is included in **Appendix C**.

4.0 MAINTENANCE

4.1 Quarterly inspections

On-site operational monitoring will be conducted by staff who are familiar with this O&M Plan on-or-about the first business day of each yearly quarter. This monitoring will be completed to verify that the system is operating, identify maintenance requirements if it is not performing according to specifications; and document the inspections for the annual, audit report. The monthly inspections will include:

- n Inspection of the system to confirm that the blower is operational and that a vacuum influence exists in the system.
- n Verification that no modifications or penetrations/excavations thru the floor have been made, which could affect the soil vapor mitigation system. If any modifications, penetrations, or excavations are made to the building, which could have affected the soil

Operation and Maintenance Plan

800 West Broadway, LLC ■ Minneapolis, Minnesota

May 17, 2017 ■ Terracon Project No. MP157355



vapor mitigation system, the owner must be notified to ensure proper repairs/adjustments to the system are made using approved vendors to conduct repairs.

Results of the quarterly inspection will be recorded on the O&M Log Sheet (**Form 1**) as provided in **Appendix C**.

4.2 System Maintenance

Maintenance will be performed on an as-needed basis. Components that may require servicing include the blower fan, manometer, and piping. The blower fan is not amenable to periodic maintenance; however, it is relatively easy to replace. Therefore, the fan will be operated until excessive noise, vibration, or insufficient vacuum occurs at which time the faulty fan will be repaired or replaced. Replacement of cracked or otherwise damaged system piping observed during inspections or identified by the building tenant may be required.

4.3 System Shutdown

The system is designed to operate for the life of the building. No system shutdown is scheduled, except for periodic maintenance.

4.4 Annual Reporting

The monthly inspection reports will be maintained at the facility, along with documentation related to maintenance at the facility. At the end of each calendar year, the records shall be compiled. These annual reports shall be maintained at the facility for a minimum of five calendar years.

4.5 Regulatory Reporting

Submittal of the annual inspection report is not required. However, in accordance with the Environmental Covenant, the Owner shall submit to MPCA on an annual basis a written report confirming compliance with the Activity and Use Limitations in the Environmental Covenant. Reports shall be submitted annually on July 1. Any person who is planning any use or activity which may adversely affect the effectiveness of the soil vapor mitigation system structures and equipment, should contact the MPCA (see Section 6.3) before undertaking any such activities as required by the Environmental Covenant.

5.0 BUILDING AND SYSTEM MODIFICATIONS

In general, integrity of the system must be maintained any time there is a repair, expansion, or modification to the existing system (see **Appendix B** for the plan set). The following suggested repairs and modifications are given in order to give a general concept of what may be required for a situation. All repairs, expansions, and/or modifications will be handled on a case by case situation. This document cannot and will not be considered to cover all the contingencies. An experienced firm with this type of system must be contacted and shall evaluate the proposed project or repair and develop plans and specifications specific to a project.

5.1 Cracks in Slab

If upon facility inspection, there are cracks in the slab of the building, the following items shall be completed. The depth and width of the crack will be inspected. Dependent upon the size of a repair, the following are possible options. If damage appears to be limited to the bottom of a crack in the slab, the crack in the slab will be repaired with non-shrink grout or an approved epoxy to seal the crack. If damage appears to extend past what is visual, the slab may need to be cut out to an area larger than what is visual. A non-shrink concrete/grout will be placed in the damaged area to ensure the slab is continuous and intact. An as built of the modifications will be made and attached to the original project certification report.

5.2 Modification of the Slab

If a modification to the existing slab needs to be made, the following general guidelines will be completed. The area of modification shall be marked out for removal, and the plan of the system components provided in **Appendix B** shall be reviewed to see what will be encountered. The slab shall be cut and removed. A non-shrink concrete/grout will be placed to ensure the slab is continuous and intact.

If the modification will be to deepen the slab or install a footing, the following must at a minimum be completed. If horizontal collection piping is encountered, the piping shall be rerouted so as to maintain collection. The piping will be installed to the extent possible at the same elevation as the existing. The system shall be evaluated to ensure that collection and discharge to vertical risers will remain viable. All piping used shall be of the same type and perforations as the existing piping. The piping will be routed around any deeper areas and connected to the existing system. The same material used as the collection aggregate will be installed a minimum of 4 inches under the bottom of the modified area and will extend past the area and have a continuous 4-inches that maintains a connection to all existing collection aggregate. A non-shrink concrete/grout will be

Operation and Maintenance Plan

800 West Broadway, LLC ■ Minneapolis, Minnesota
May 17, 2017 ■ Terracon Project No. MP157355



placed to ensure the slab is continuous and intact. An as built of the modifications will be made and attached to the original project certification report.

5.3 Extension of the Existing System

If the building will be expanded the following will be considered at a minimum. An experienced firm with this type of system must be contacted and shall evaluate the proposed project or repair and develop plans and specifications specific to a project. The system will be evaluated to ensure that an expansion of the system will not compromise collection and discharge of soil vapors. If expansion of system requires new vertical risers and fans, the system will be designed for this prior to construction. Approved piping with designed perforations shall be placed in an aggregate layer and connected to vertical risers for discharge. On areas that will connect to the existing system a minimum of 6 inches under the existing slab in all directions of expansion will be exposed. The aggregate layer will be installed and the approved connections to the existing slab will be made and the slab of the expansion area will be poured. An as built of the modifications will be made and attached to the original project certification report.

This document is intended to give general guidelines on some possible modifications and/or repairs for the system installed. It in no way covers all possible contingencies that arise with any given project. For all modifications and/or repairs, an experienced firm with this type of system must be contacted and shall evaluate the proposed project or repair and develop plans and specifications specific to a project.

6.0 CONTACTS

Soil Vapor Mitigation System Designer

Terracon Consultants, Inc.
13400 15th Avenue North
Minneapolis, MN 55441
763-489-3100

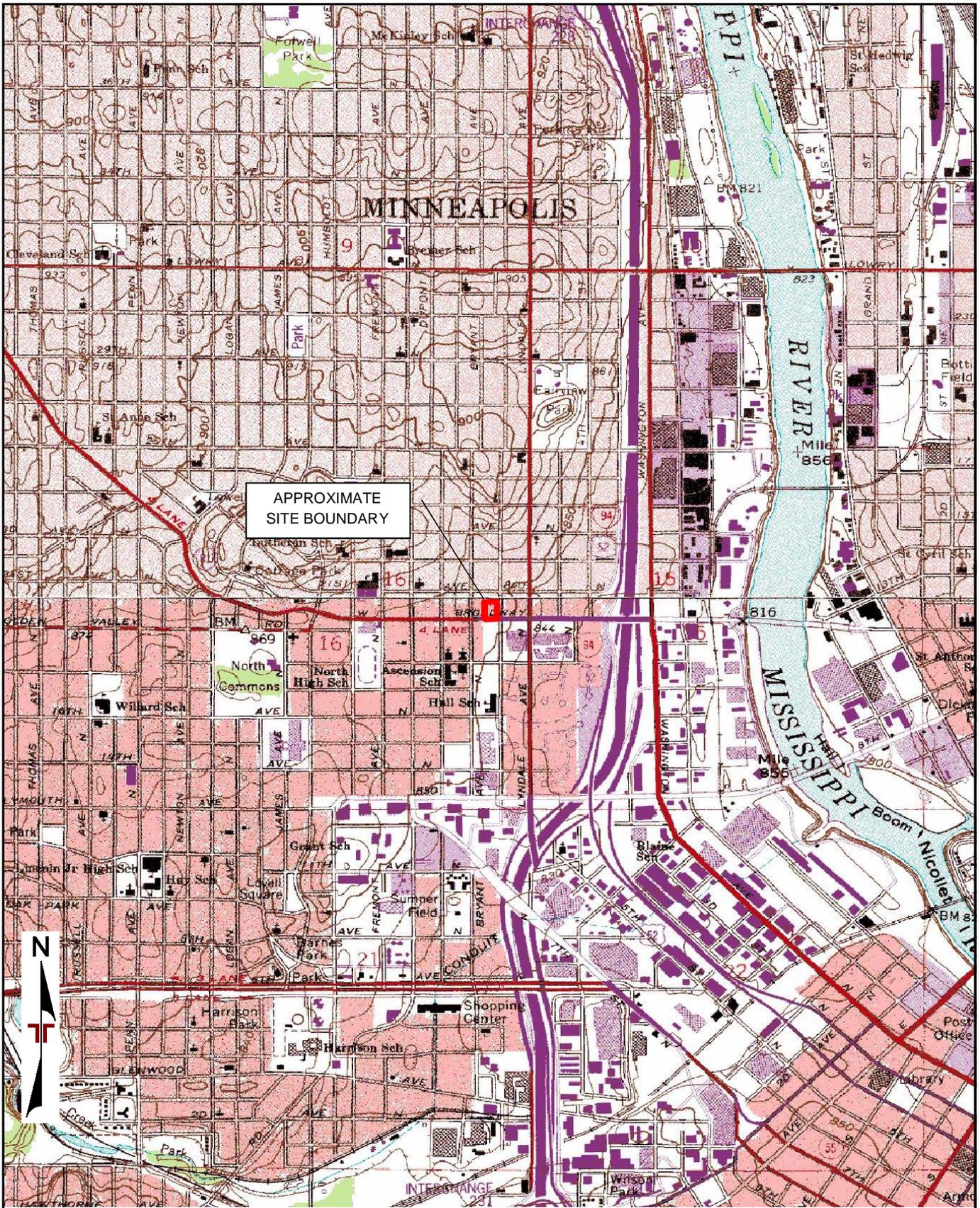
Regulatory Contact

Minnesota Pollution Control Agency
520 Lafayette Road
St. Paul, Minnesota 55113
Attn: Voluntary Investigation and Cleanup (VIC) Program
651-296-3000

APPENDIX A – EXHIBITS

Exhibit 1 – Site Location

Exhibit 2 – Sampling Locations



Project Manager:	RPL
Drawn by:	ELN
Checked by:	RPL
Approved by:	DJW

Project No.	MP147098D
Scale:	1"=24,000 SF
File Name:	exhibits
Date:	05/08/15

Terracon

13400 15th Ave N.
 Plymouth, MN 55441

TOPOGRAPHIC MAP

800 West Broadway
 800 West Broadway Ave & 2019 Aldrich Avenue North
 Minneapolis, MN

Figure	1
--------	---



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

Project Manager:	RPL
Drawn by:	ELN
Checked by:	RPL
Approved by:	DJW

Project No.	MP147098D
Scale:	AS SHOWN
File Name:	exhibits
Date:	05/08/15

Terracon
 13400 15th Ave N.
 Plymouth, MN 55441

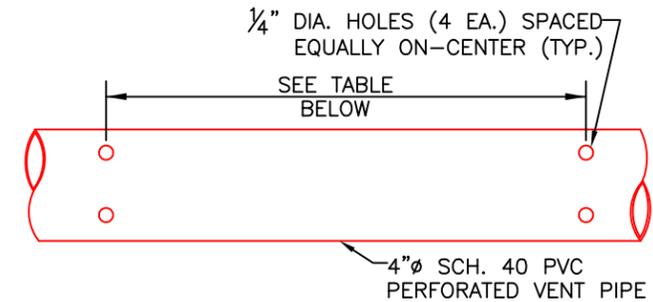
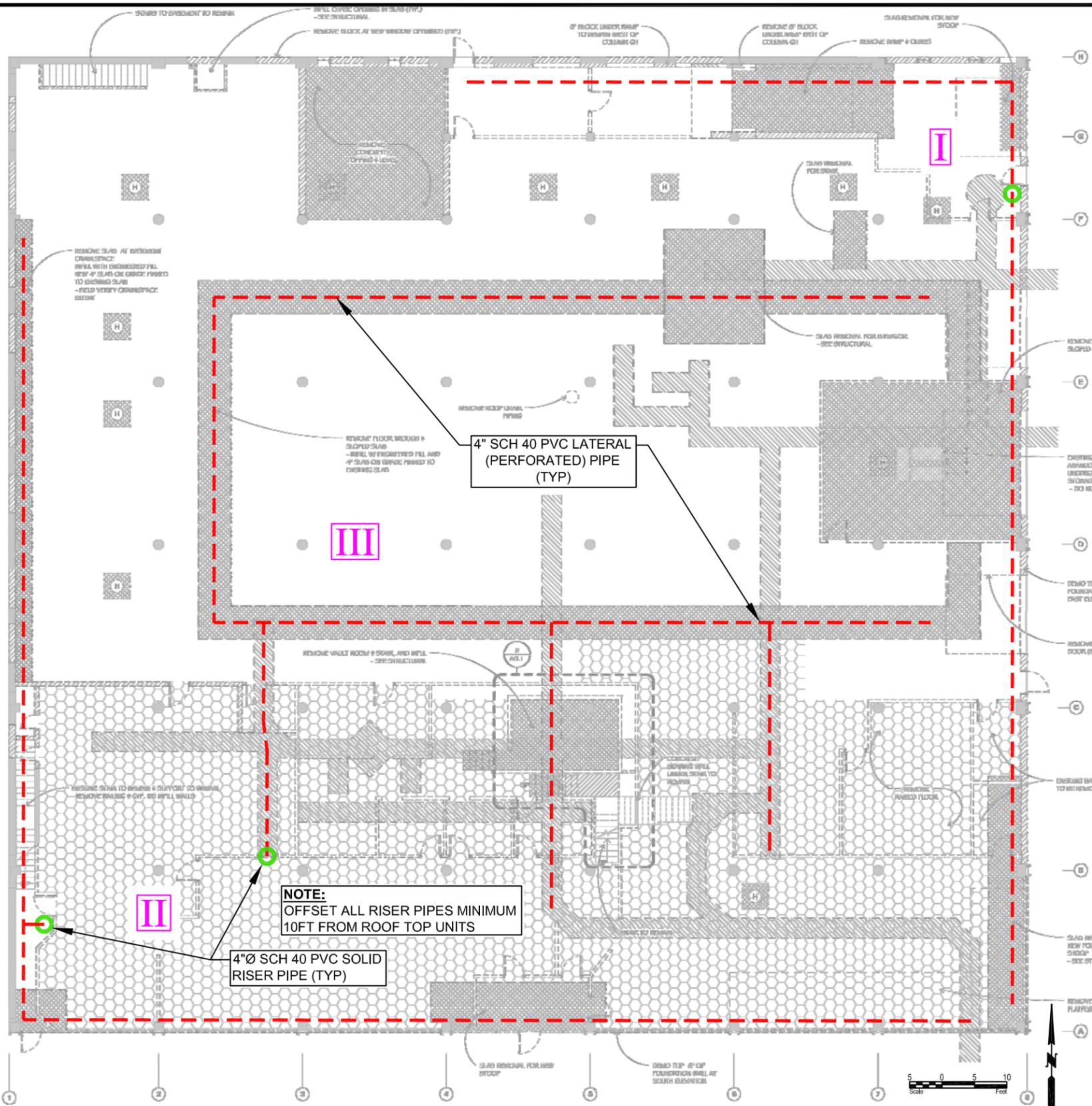
SITE DIAGRAM

800 West Broadway
 800 West Broadway Ave & 2019 Aldrich Avenue North
 Minneapolis, MN

Figure	2
--------	---

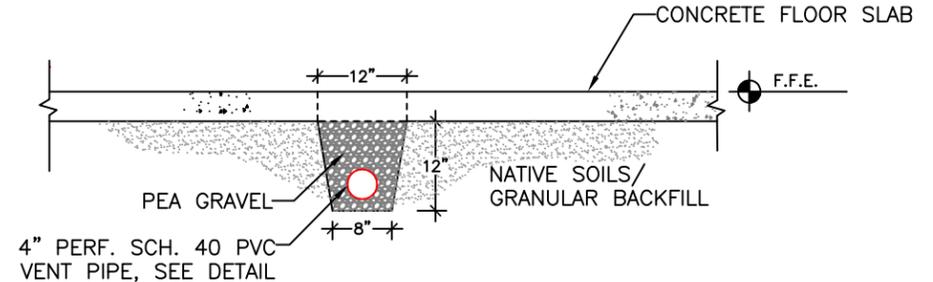
**APPENDIX B – PLAN SHEETS AND PHOTOGRAPHS OF SOIL
VAPOR MITIGATION SYSTEM**

MK 02-24-17 n:\projects\2015\mp157355\working files\diagrams-drawings-figures\mp157355 sheet-1 piping



2
1 LATERAL VENT PIPING
N.T.S.

Vent Pipe Hole Spacing			
Line(s)	No. Holes	Hole Dia.	Hole Spacing Interval
I	4	1/4"	2'-0"
II	4	1/4"	2'-0"
III	4	1/4"	2'-0"
IV	4	1/4"	3'-0"



3
1 VENT SYSTEM FLOOR SECTION
N.T.S.

KEY
○ RISER PIPE LOCATION

1
1 VENT SYSTEM FLOOR LAYOUT
N.T.S.

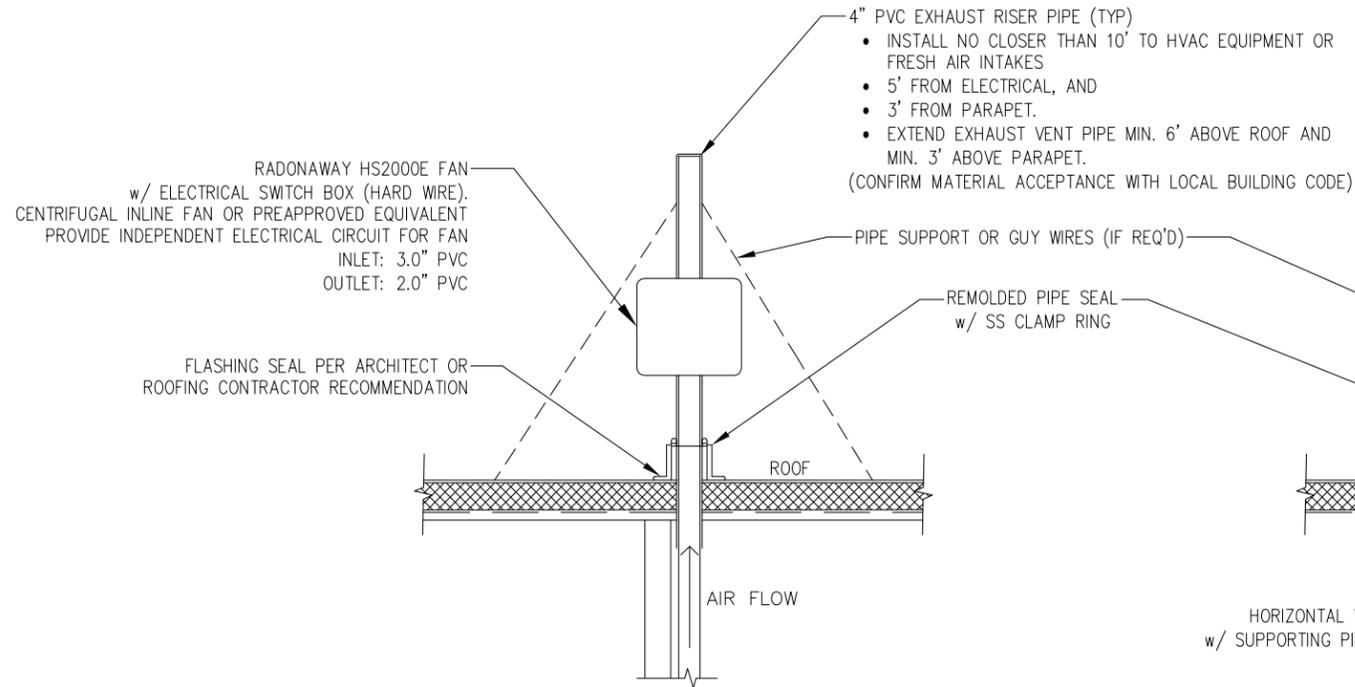
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Date _____ Reg. No. _____

Project Mgr: DJ
Approved By: MJ
Checked By: DJ
Drawn By: MK
Project No. MP147098D
Scale: AS SHOWN
Date: 2/24/17
File No. MP157355 SHEET-1 PIPING

Terracon
Consulting Engineers and Scientists
13400 15th Avenue North Minneapolis, MN 55441
PH. (763) 489-3100 FAX. (763) 489-3101

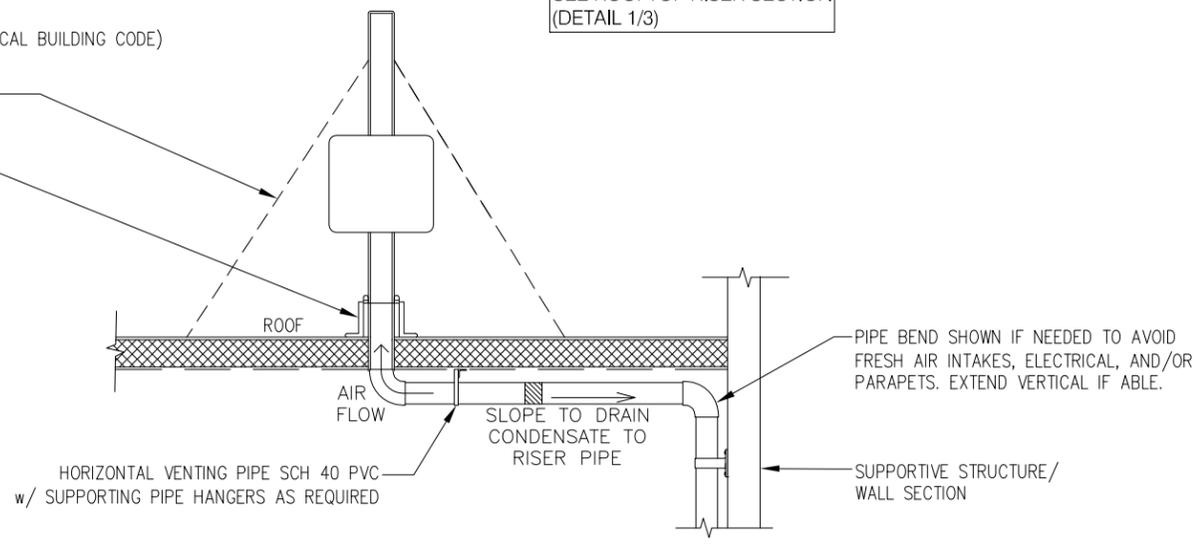
SUB-SLAB DEPRESSURIZATION SYSTEM LAYOUT
VAPOR MITIGATION SYSTEM DESIGN
800 WEST BROADWAY AVENUE
MINNEAPOLIS, MINNESOTA 55411

Sheet No.
1



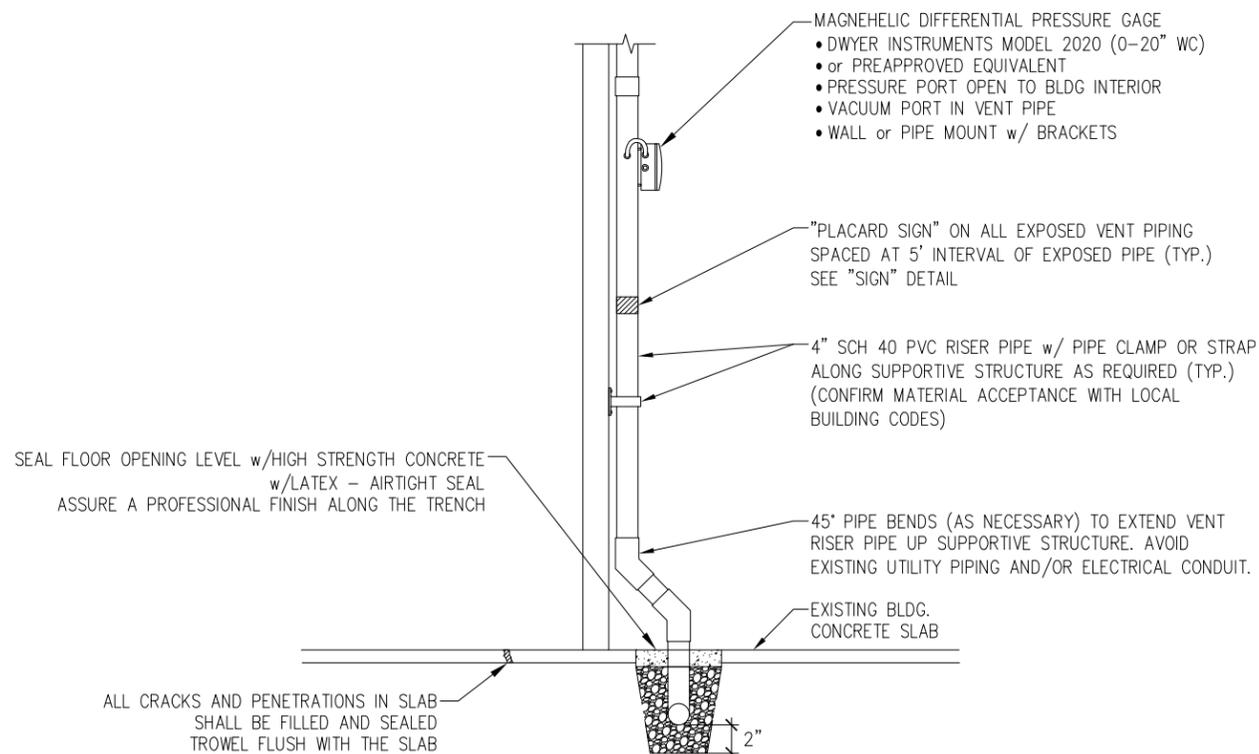
- 4" PVC EXHAUST RISER PIPE (TYP)
- INSTALL NO CLOSER THAN 10' TO HVAC EQUIPMENT OR FRESH AIR INTAKES
 - 5' FROM ELECTRICAL, AND
 - 3' FROM PARAPET.
 - EXTEND EXHAUST VENT PIPE MIN. 6' ABOVE ROOF AND MIN. 3' ABOVE PARAPET.
- (CONFIRM MATERIAL ACCEPTANCE WITH LOCAL BUILDING CODE)

NOTE:
SEE ROOFTOP RISER SECTION
(DETAIL 1/3)



OFFSET RISER PIPE SECTION

Not to Scale



1 TYPICAL RISER PIPE SECTION

2 Not to Scale

WARNING

THIS BUILDING IS PROTECTED WITH A VAPOR MITIGATION SYSTEM. ANY PROPOSED PENETRATIONS OR ALTERATION OF FLOOR SLAB REQUIRES NOTIFICATION OF THE OWNER AND INSPECTION BY A QUALIFIED VMS DESIGNER.

THIS NOTIFICATION IS TO BE INSTALLED IN UTILITY AND MECHANICAL ROOMS AND PLACED ON THE WALLS AT EYE LEVEL AND SHALL NOT BE COVERED OVER.

LOCATION OF NOTIFICATION TO BE DETERMINED BY PROJECT CONTRACTOR, OWNER OR BUILDING OFFICIAL.

VMS MITIGATION IDENTIFICATION SIGN

VAPOR

SUB-SLAB VENT PIPE IF DAMAGED IMMEDIATELY NOTIFY BUILDING OWNER

- ALL SIGNS PLASTIC WITH ADHESIVE BACKING
- 3"x4" WIDE SIGN
 - LARGE LETTERS MIN. 1/2" HIGH
 - RED LETTER ON WHITE OR YELLOW BACKGROUND
- THIS SIGN SHALL BE POSTED ON EACH VENT PIPE APPROXIMATELY EVERY FIVE FEET OF EXPOSED PIPING

PLACARD ON VENT PIPING

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

Date _____ Reg. No. _____

Project Mngr:	DJ	Project No.	MP157355
Approved By:	MJ	Scale:	AS SHOWN
Checked By:	DJ	Date:	2/24/16
Drawn By:	MK	File No.	SHEET-DETAILS FEB2016

Terracon
Consulting Engineers and Scientists

13400 15th Avenue North Minneapolis, MN 55441
PH. (763) 489-3100 FAX. (763) 489-3101

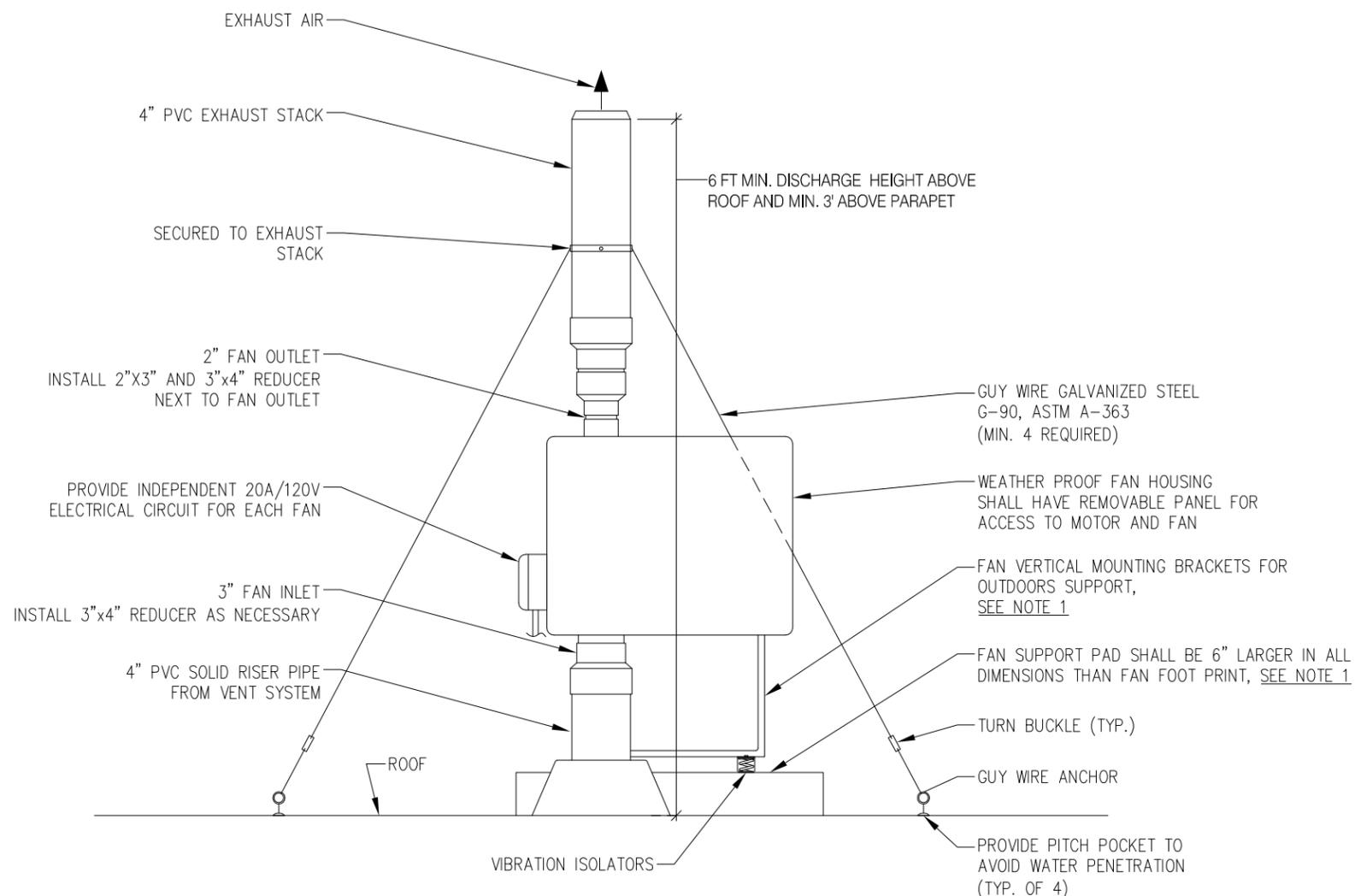
SUB-SLAB DEPRESSURIZATION SYSTEM DETAILS

VAPOR MITIGATION SYSTEM DESIGN

800 WEST BROADWAY AVENUE
MINNEAPOLIS, MINNESOTA 55411

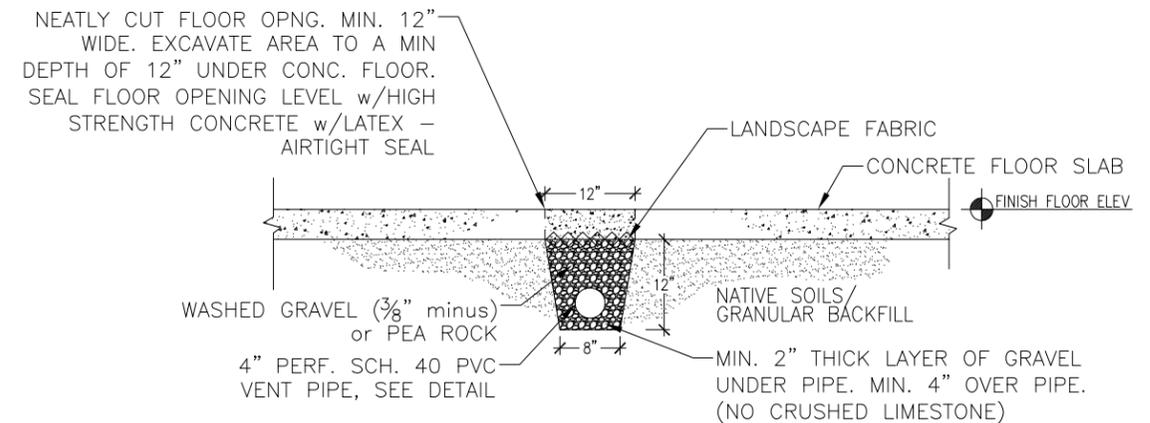
Sheet No.

2

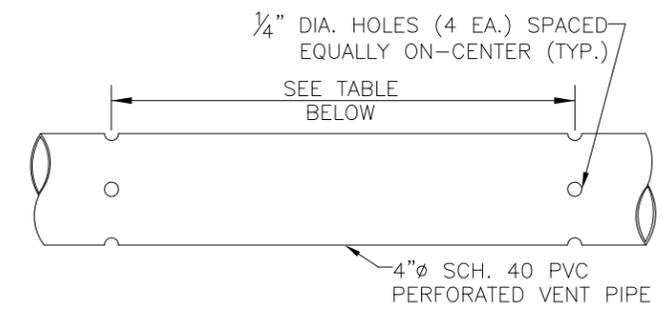


NOTE:
 1. FAN BRACKET THICKNESS AND SIZE SHALL BE DETERMINED BY SUPPORT LOCATION AND EQUIPMENT WEIGHT.

1 TYPICAL ROOFTOP RISER PIPE SECTION
 3 Not to Scale



2 VENT SYSTEM FLOOR SECTION
 3 N.T.S.



3 LATERAL VENT PIPING
 3 N.T.S.

Vent Pipe Hole Spacing			
Line(s)	No. Holes	Hole Dia.	Hole Spacing Interval
I	4	1/4"	2'-0"
II	4	1/4"	2'-0"
III	4	1/4"	2'-0"
IV	4	1/4"	3'-0"

MK 02-27-17 n:\projects\2015\mp157355\working files\diagrams-drawings-figures\sheet-details feb2016

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 Date _____ Reg. No. _____

Project Mng: DJ
 Approved By: MJ
 Checked By: DJ
 Drawn By: MK
 Project No. MP157355
 Scale: AS SHOWN
 Date: 2/27/17
 File No. SHEET-DETAILS FEB2016

Terracon
 Consulting Engineers and Scientists
 13400 15th Avenue North Minneapolis, MN 55441
 PH. (763) 489-3100 FAX. (763) 489-3101

SUB-SLAB DEPRESSURIZATION SYSTEM DETAILS
VAPOR MITIGATION SYSTEM DESIGN
 800 WEST BROADWAY AVENUE
 MINNEAPOLIS, MINNESOTA 55411

Sheet No.
3



Photo #1 View of second floor lobby



Photo #2 View of roof-top



Photo #3 Roof-top SSDS blower fans



Photo #4 Close-up Magnahelix



Photo #5 Magnahelix in basement



Photo #6 Magnahelix on riser stack

APPENDIX C – QUARTERLY INSPECTION LOG

FORM 1
 SUMMARY OF QUARTERLY INSPECTION AND MONITORING TASKS
 800 West Broadway, LLC
 800 West Broadway, Minneapolis, Hennepin County, Minnesota

Date: _____

Time: _____

PART 1 - DOCUMENTATION OF CONDITION OF SYSTEM COMPONENTS

Inspection / Monitoring Task	Condition (circle one)		
Piping Network Free from Cracks and Breaks	Y	N	N/A
Fan Running Appropriately (no excess vibration or noise)	Y	N	N/A
Significant Floor Cracking or New Openings in the Floor	Y	N	N/A

PART 2 - DOCUMENTATION OF STRUCTURAL MODIFICATIONS

Any new penetrations or openings in the floor slab or floor covering?	Y	N	N/A
---	---	---	-----

PART 3 - DOCUMENTATION OF VACUUM/PRESSURE LEVELS (inches of water = inH2O)

North Leg Stack	
Stack vacuum	inH2O
Is vacuum in acceptable range (0.3 to 0.7 inH2O)	Y N
Central Leg Stack	
Stack vacuum	inH2O
Is vacuum in acceptable range (0.5 to 1.1 inH2O)	Y N
South Leg Stack	
Stack vacuum	inH2O
Is vacuum in acceptable range (0.3 to 0.7 inH2O)	Y N
Basement	
Differential pressure	inH2O
Is pressure in acceptable range (0.02 to 0.05 inH2O)	Y N

PART 4 - OTHER OBSERVATIONS / COMMENTS

Inspected by: _____

(Signature)

(Printed Name)

(Date)

EXHIBIT 4

INTERESTS AND ENCUMBRANCES

1. Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement, dated as of November 17, 2022, and recorded on November 22, 2022, as document number 1164311 in the Office of the County Recorder, and as document number 5976217 in the Office of the Registrar of Titles of Hennepin County, Minnesota, executed by 800 West Broadway LLC to Sunrise Banks, National Association;
2. An unrecorded Lease of Commercial/Retail Space dated as of August 21, 2015, as amended by that First Amendment to Lease of Commercial/Retail Space dated as of November 6, 2015, executed by 800 West Broadway LLC, as landlord, and Special School District No. 1, as tenant;
3. An unrecorded Lease Agreement dated as of April 14, 2015, as amended by that First Amendment to Lease Agreement dated as of February 24, 2016, as amended by that Second Amendment to Lease Agreement dated as of December 24, 2017, executed by 800 West Broadway LLC, as landlord, and County of Hennepin, as tenant;
4. An unrecorded Lease of Commercial/Retail Space, dated as of August 15, 2019 executed by 800 West Broadway LLC, as landlord, and Project for Pride in Living, Inc., as tenant;
5. An unrecorded Lease of Commercial/Retail Space dated as of August 23, 2017, executed by 800 West Broadway LLC, as landlord, and Tax Services of America, Inc. dba Jackson Hewitt Tax Service, as tenant;
6. An unrecorded Lease of Commercial/Retail Space, dated as of August 1, 2018, as amended by that First Amendment to Lease of Commercial/Retail Space dated April 30, 2020, executed by 800 West Broadway LLC, as landlord, and Minnesota Women's Press LLC dba Women's Press, as tenant;
7. An unrecorded Lease dated as of August 3, 2015, as amended by that Amendment of Lease, Amendment No. 1 dated as of October 27, 2015, Amendment No. 2 dated as of October 5, 2016, and Amendment No. 3 dated as of June 20, 2017, executed by 800 West Broadway LLC, as landlord, and the State of Minnesota, Department of Administration, acting for the benefit of the Department of Employment and Economic Development, as tenant; and
8. An unrecorded Lease Agreement dated as of August 31, 2016, executed by 800 West Broadway LLC, as landlord, and Sanctuary Covenant Church, as tenant.

EXHIBIT 5-1

LENDER SUBORDINATION AGREEMENT

FOR VALUABLE CONSIDERATION, the undersigned hereby subordinates the lien on real property in Hennepin County, Minnesota, which is evidenced by an Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement, dated as of November 17, 2022, and recorded on November 22, 2022, as document number 1164311 in the Office of the County Recorder, and as document number 5976217 in the Office of the Registrar of Titles of Hennepin County, Minnesota, to the Environmental Covenant and Easement to which this agreement is attached. The undersigned does not waive the right to consent to any subsequent amendment or modification to the Environmental Covenant and Easement.

SUNRISE BANKS, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: Mary Stoick
Its: Senior Vice President

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me the ____ day of _____, _____, by Mary Stoick, the Senior Vice President of Sunrise Banks, National Association, a national banking association, for and on behalf of the national banking association.

Notary Public

EXHIBIT 5-2

**CONSENT AND SUBORDINATION TO
ENVIRONMENTAL COVENANT AND EASEMENT**

Grantor and Owner, 800 West Broadway LLC, a Minnesota limited liability company, as a party to the following which affects the Property:

1. Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement, dated as of November 17, 2022, and recorded on November 22, 2022, as document number 1164311 in the Office of the County Recorder, and as document number 5976217 in the Office of the Registrar of Titles of Hennepin County, Minnesota, executed by Grantor to Sunrise Banks, National Association

does hereby consent to the foregoing Environmental Covenant and Easement and agrees that the Mortgage is subordinate to the Environmental Covenant and Easement. In granting this consent, 800 West Broadway LLC agrees to be bound by the activity limitations in paragraph 7B and the affirmative obligations in paragraph 7C to the Environmental Covenant and Easement and does not waive the right to consent to any subsequent amendment or modification of the Environmental Covenant.

800 WEST BROADWAY LLC, a Minnesota limited liability company

By: _____
George E. Sherman
Its: Chief Executive Officer

STATE OF MINNESOTA

) ss.

COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me the ____ day of _____, 2022 by George E. Sherman, the Chief Executive Officer of 800 West Broadway LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

EXHIBIT 5-3

CONSENT AND SUBORDINATION TO ENVIRONMENTAL COVENANT AND EASEMENT

The undersigned, Special School District No. 1, a political subdivision of the State of Minnesota, as a party to the following which affects the Property:

- 1. An unrecorded Lease of Commercial/Retail Space dated as of August 21, 2015, as amended by that First Amendment to Lease of Commercial/Retail Space dated as of November 6, 2015 (the "Lease") executed by 800 West Broadway LLC, as landlord, and Special School District No. 1, as tenant

does hereby consent to the foregoing Environmental Covenant and Easement and agrees that the Lease is subordinate to the Environmental Covenant and Easement. In granting this consent, Special School District No. 1 agrees to be bound by the activity limitations in paragraph 7B to the Environmental Covenant and Easement and does not waive the right to consent to any subsequent amendment or modification of the Environmental Covenant and Easement.

SPECIAL SCHOOL DISTRICT NO. 1

By: _____
Its: _____

STATE OF MINNESOTA) ss.
COUNTY OF _____

The foregoing instrument was acknowledged before me the ____ day of _____, _____ by _____, the _____ of SPECIAL SCHOOL DISTRICT NO. 1, a political subdivision of the State of Minnesota.

Notary Public

EXHIBIT 5-4

CONSENT AND SUBORDINATION TO ENVIRONMENTAL COVENANT AND EASEMENT

The undersigned, County of Hennepin, a public body corporate and politic under the laws of the State of Minnesota, as a party to the following which affects the Property:

- 1. An unrecorded Lease Agreement dated as of April 14, 2015, as amended by that First Amendment to Lease Agreement dated as of February 24, 2016, and as amended by that Second Amendment to Lease Agreement dated as of December 24, 2017 (the "Lease") executed by 800 West Broadway LLC, as landlord, and County of Hennepin, as tenant

does hereby consent to the foregoing Environmental Covenant and Easement and agrees that the Lease is subordinate to the Environmental Covenant and Easement. In granting this consent, County of Hennepin agrees to be bound by the activity limitations in paragraph 7B to the Environmental Covenant and Easement and does not waive the right to consent to any subsequent amendment or modification of the Environmental Covenant and Easement.

COUNTY OF HENNEPIN

By: _____
Its: _____

STATE OF MINNESOTA

) ss.

COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me the ____ day of _____, _____ by _____, the _____ of COUNTY OF HENNEPIN, a public body corporate and politic under the laws of the State of Minnesota, on behalf of the body.

Notary Public

EXHIBIT 5-5

**CONSENT AND SUBORDINATION TO
ENVIRONMENTAL COVENANT AND EASEMENT**

PROJECT FOR PRIDE IN LIVING, INC., a Minnesota nonprofit corporation, as a party to the following which affects the Property:

1. An unrecorded Lease of Commercial/Retail Space dated as of August 15, 2019 (the "Lease") executed by 800 West Broadway LLC, as landlord, and Project for Pride in Living, Inc., as tenant

does hereby consent to the foregoing Environmental Covenant and Easement and agrees that the Lease is subordinate to the Environmental Covenant and Easement. In granting this consent, Project for Pride in Living, Inc. agrees to be bound by the activity limitations in paragraph 7B to the Environmental Covenant and Easement and does not waive the right to consent to any subsequent amendment or modification of the Environmental Covenant and Easement.

PROJECT FOR PRIDE IN LIVING, INC., a Minnesota nonprofit corporation

By: _____
Its: _____

STATE OF MINNESOTA

) ss.

COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me the ____ day of _____, _____ by _____, the _____ of PROJECT FOR PRIDE IN LIVING, INC., a Minnesota nonprofit corporation, on behalf of the corporation.

Notary Public

EXHIBIT 5-6

CONSENT AND SUBORDINATION TO ENVIRONMENTAL COVENANT AND EASEMENT

TAX SERVICES OF AMERICA, INC. dba Jackson Hewitt Tax Service, a Delaware corporation, as a party to the following which affects the Property:

1. An unrecorded Lease of Commercial/Retail Space dated as of August 23, 2017 (the "Lease") executed by 800 West Broadway LLC, as landlord, and Tax Services of America, Inc. dba Jackson Hewitt Tax Service, as tenant

does hereby consent to the foregoing Environmental Covenant and Easement and agrees that the Lease is subordinate to the Environmental Covenant and Easement. In granting this consent, Tax Services of America, Inc. dba Jackson Hewitt Tax Service agrees to be bound by the activity limitations in paragraph 7B to the Environmental Covenant and Easement and does not waive the right to consent to any subsequent amendment or modification of the Environmental Covenant and Easement.

TAX SERVICES OF AMERICA, INC. dba Jackson Hewitt Tax Service, a Delaware corporation

By: _____
Its: _____

STATE OF _____

) ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me the ____ day of _____, _____ by _____, the _____ of TAX SERVICES OF AMERICA, INC. dba Jackson Hewitt Tax Service, a Delaware corporation, on behalf of the corporation.

Notary Public

EXHIBIT 5-7

**CONSENT AND SUBORDINATION TO
ENVIRONMENTAL COVENANT AND EASEMENT**

MINNESOTA WOMEN'S PRESS LLC dba Women's Press, a Minnesota limited liability company, as a party to the following which affects the Property:

1. An unrecorded Lease of Commercial/Retail Space dated as of August 1, 2018, as amended by that First Amendment to Lease of Commercial/Retail Space dated as of April 30, 2020 (the "Lease") executed by 800 West Broadway LLC, as landlord, and Minnesota Women's Press LLC dba Women's Press, as tenant

does hereby consent to the foregoing Environmental Covenant and Easement and agrees that the Lease is subordinate to the Environmental Covenant and Easement. In granting this consent, Minnesota Women's Press LLC dba Women's Press agrees to be bound by the activity limitations in paragraph 7B to the Environmental Covenant and Easement and does not waive the right to consent to any subsequent amendment or modification of the Environmental Covenant and Easement.

MINNESOTA WOMEN'S PRESS LLC dba Women's Press, a Minnesota limited liability company

By: _____
Its: _____

STATE OF MINNESOTA

) ss.

COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me the ____ day of _____, _____ by _____, the _____ of MINNESOTA WOMEN'S PRESS LLC dba Women's Press, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

HENNEPIN COUNTY

MINNESOTA

January 17, 2024

Minneapolis Public Schools
Special School District No. 1
C/O Facilities Department
1250 West Broadway Avenue
Minneapolis, MN 55411

Re: 1500 Glenwood Ave

This letter is a follow up to earlier correspondence about the upcoming replacement of existing pedestrian ramps and installation of Accessible Pedestrian Signals (APS) at intersections along Glenwood Ave (County Road 40) between Penn Ave and Bryant Ave in Minneapolis. We have determined that we need to acquire certain property rights from you, and you are entitled to compensation.

The appraisal process is complete. Hennepin County is prepared to make you an offer of \$8,200.00. A summary of the offer, description of the acquisition, and copy of the Minimum Damage Acquisition (MDA) are included with this letter.

Reimbursement(s)

In addition to the offer amount, you may be eligible for reimbursement(s) to move or repair items, including, but not limited to, lighting, signs, sprinkler systems and invisible fences that are impacted by the project and were not valued in the MDA.

You may wish to obtain your own appraisal. Minnesota Statute provides that you are entitled to reimbursement for the reasonable costs of an appraisal up to a maximum of \$1,500 for single family and two-family residential properties and minimum damage acquisitions and \$5,000 for other types of properties. If you have any questions about this process, please feel free to contact me.

Next steps

After you have had a chance to review the offer and MDA, please return the attached sheet which indicates whether you are choosing to accept the offer or would like to discuss the

Hennepin County Land Acquisition Group
1600 Prairie Drive, Medina, MN 55340
www.hennepin.us



acquisition in more detail. If you choose to accept the offer or we come to an alternate settlement, the county will prepare the necessary documents and arrange for final payment.

Before any payment can be made to you, the Internal Revenue Service (IRS) requires that you provide the county with a Taxpayer Identification or Social Security Number. I have enclosed IRS form W-9 for you to complete and return. If you return the W-9 form now you will avoid delay of any future payment.

In order to ensure that all necessary property rights have been acquired and to keep the project on schedule, the county may begin a condemnation proceeding. Even if condemnation is initiated, the county will continue to negotiate with you towards a reasonable settlement.

If you have any questions concerning this letter, the proposed acquisition or the construction project, please contact me at 612-348-4795 or michael.yeager@hennepin.us. The county will make every effort to resolve this acquisition in a fair and equitable manner.

Sincerely,



Michael Yeager
Land Acquisition Agent

Enclosures: Offer and Acquisition Description
Receipt of Offer
Acquisition Exhibit
MDA
Self-Addressed Stamped Envelope
W-9 IRS Form

Offer and Acquisition Description

Identification of easements to be acquired:

Part of Property Tax ID # 21-029-24-31-0086, located at 1500 Glenwood Ave, as indicated on the enclosed exhibit.

Type of interests to be acquired:

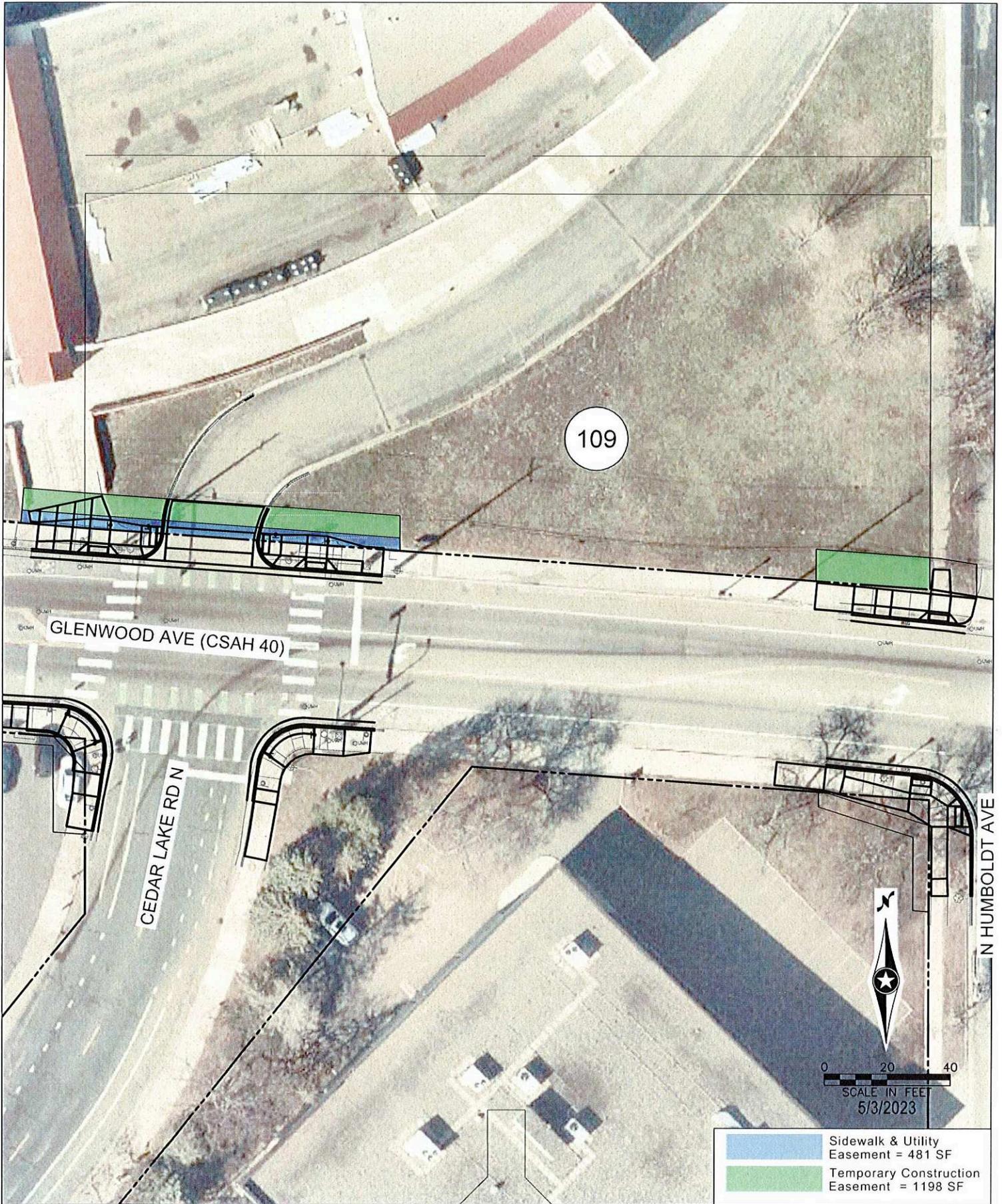
481 Sq. Ft. Permanent Sidewalk and Utility Easement
1,198 Sq. Ft. Temporary Construction Easement
(Temporary Easement begins on June 1, 2024 and expires on November 30, 2025)

Summary of fair market value and offer:

Permanent Easements & Improvements.....	\$5,411.00
Temporary Construction Easement	\$2,696.00
Total.....	\$8,107.00
Offer (Rounded).....	\$8,200.00

Extension Options

The county reserves the right to exercise two consecutive six-month extension options. Should this project require extension of the 1,198 Sq. Ft. temporary easement, the county will provide you additional compensation. Hennepin County will pay you \$900.00 for each six-month extension exercised.



Sidewalk & Utility Easement = 481 SF
 Temporary Construction Easement = 1198 SF



**HENNEPIN COUNTY
 LAND ACQUISITION
 GROUP**
 1600 Prairie Drive
 Medina, MN 55340

OWNER: MPLS SPECIAL SCHOOL DIST # 1
ADDRESS: 1500 GLENWOOD AVE, MINNEAPOLIS, MN 55405
PID: 2102924310086

PARCEL 109
 CSAH 40
 PROJECT 2202200

Receipt of Offer

- I have received the county's offer.
- I accept the offer to purchase amount of \$8,200.00 as described in this document.
- I prefer to discuss the acquisition in more detail.

Owner or Authorized Representative _____

Date _____

If you accept the county's offer, additional documents need to be signed. Please contact me to discuss the next steps.

Comments or Questions?

- Marque la casilla si necesita un intérprete de español**
- Thov kos rau qhov kem yog tias koj xav tau ib tug neeg txhais lus Hmoob**
- Fadlan sax sanduuqa haddii aad u baahan tahay turjubaan af Soomaali ah**

County Road 040, Project 2202200, Parcel 109
1500 Glenwood Ave
PID Number: 21-029-24-31-0086

**PLEASE RETURN THIS PAGE AND THE ENCLOSED IRS W-9 FORM IN THE
SELF-ADDRESSED STAMPED ENVELOPE**

Application for Cooperative Sponsorship

Deadline: Not later than 30 days prior to the first day of practice for that sport season.
 PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of Softball
 beginning with the 2023 - 2024 school year. (activity) (boys' or girls') (Adapted-CI or PI)

List ALL schools included in the cooperative sponsorship. *Attach another form if necessary.*

	School	Enrollment (9-12)*	City	Administrative Region**	Competitive Section**
High School #1:	Mpls South	1377	Minneapolis	6AA	6AA
High School #2:	Mpls Roosevelt	1143	Minneapolis		
High School #3:					
High School #4:					

*Enrollment reported to the State of Minnesota on October 1 of the previous school year.

**Current (Number and Class)

- Do any of the above schools belong to a conference in this activity?
 Yes This application must include a review and comments from the conference(s) of which the schools are members.
 No
- Do any of the above schools currently have a cooperative agreement in this activity?
 Yes An application for dissolution must be submitted for the existing agreement.
 No
- Describe the conditions which have prompted your request to co-sponsor this activity. (See model resolution at [www.mshsl.org/About/MSHSL/Membership Information: A History & Model Resolution for School Boards](http://www.mshsl.org/About/MSHSL/Membership%20Information%20A%20History%20&%20Model%20Resolution%20for%20School%20Boards))

Low participation numbers

- List the number of students, by grade level, who participated in this activity during the previous year. *If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.*

	7th	8th	9th	10th	11th	12th
High School #1			4	3	5	3
High School #2		3	5	9	6	3
High School #3						
High School #4						

- Team Identification: (Indicate how cooped schools should be identified in tournament programs): _____

Roosevelt/South

- Team Colors: Maroon and Gold Team Mascot: Teddies

- Host School (school that will receive revenue share check): Mpls Roosevelt

Board of Education (or designee)

School

Date

Signed _____

Signed _____

Signed _____

Signed _____

Official Action of the MSHSL Board of Directors

Approved

Not Approved

Signature: _____

Date: _____

MSHSL Executive Director