

Regular Business and Truth-in-Taxation Meeting

Tuesday, December 10, 2024 6:00 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. November 7, 2024 Special Business Meeting

3)b. November 12, 2024 Regular Business Meeting

4) **Public Comments on the Property Tax Levy
(Truth-in-Taxation Meeting)**

5) **Public Comments**

6) **Recess**

7) **Fiscal Year 2023-2024 Financial Audit**

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

8)a. Presentations and Updates

8)b. Recommendations and Resolution First Readings

8)b.1. 2025 Legislative Agenda

8)b.2. School Calendars (School Years 2025-2026,
2026-2027, and 2027-2028)

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

9)a. Approval of the Consent Agenda

9)a.1. Personnel Items

9)a.1.a. Approval of List A personnel matters
(2024-12-ER-A)

9)a.1.b. Approval of List B personnel matters
(2024-12-ER-B)

9)a.2. Contracts

9)a.2.a. Contract with ATS&R Architects and
Engineers (2024-1000249435)

9)a.2.b. Amendment to contract 440002347 with
College Nannies & Tutors

9)a.2.c. Amendment to contract 2024-4400002161
with Flagship Recreation

9)a.2.d. Authorization to contract with Neptune
Software US, Inc (2024-10290)

9)a.2.e. Contract with Project Success (2024-
4400002761)

9)a.2.f. Contract with School Specialty (2025-
4400002754)

9)a.2.g. Contract with Wendel Architects (2024-1000249107)

9)a.3. Agreements and Authorizations

9)a.3.a. Authorizing an extension of a facility use agreement with the City of Minneapolis for Hamilton School (2024-0061)

9)a.3.b. Authorizing the Senior Operations Officer to apply for an encroachment permit with the City of Minneapolis to install, maintain and utilize an ADA Ramp/Stairs/Railing within the public right-of-way at Edison High School (2024-0062)

9)b. Resolution Repealing Policies 3142, 3179, 3200, 3220, 3294, 3295, 3400, and 3432; Revising Policies 3005, 3170, 3280, 3434, and 3700 (2024-0049)

9)c. Certification of Final Property Tax Levies 2024 Payable 2025 (2024-0060)

9)d. Resolution Relating to General Obligation School Building Bonds, Series 2024A; Awarding the Sale Thereof; Prescribing the Form and Details Thereof; and Authorizing the Issuance Thereof (2024A)

9)e. Resolution Relating to General Obligation Long-Term Facilities Maintenance Bonds, Series 2024B; Awarding the Sale Thereof; Prescribing the Form and Details Thereof; and Authorizing the Issuance Thereof (2024B)

9)f. Approving a purchase agreement with Mark Vannelli and Joel Hussong for MPS real estate property (former Tuttle School and nearby parcel) (2024-0051)

10) **New Business**

11) **Remarks from Outgoing Board Members and Student Representatives**

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

13) **Adjournment**

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

**SPECIAL MEETING
NOVEMBER 7, 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 cafeteria at Seward Montessori School (2309 28th Ave S, Minneapolis, MN 55406) on November 7, 2024.

Chair Collin Beachy called the meeting to order at 6:35 p.m., a quorum being present.

ROLL CALL

Present: Directors Abdul Abdi, Sharon El-Amin, Adriana Cerrillo, Lori Norvell, Ira Jourdain, Collin Beachy, Kim Ellison, Joyner Emerick (8); Ex Officio member Superintendent Dr. Lisa Sayles-Adams (1)

Absent: Ex Officio members Student Representative Peralta, Student Representative Rounds (2)

APPROVAL OF AGENDA

Ellison moved to approve the agenda.

Director Emerick moved to amend the agenda to include a discussion of the interview process.

Director Ellison moved to call the question.

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

Aye: Abdi, El-Amin, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (8)

Nay: (0)

Abstain: (0)

Absent: (0)

On a roll call vote, the motion to amend the agenda was not adopted with the following result:

Aye: El-Amin, Cerrillo, Emerick (3)

Nay: Abdi, Norvell, Jourdain, Beachy, Ellison (5)

Abstain: (0)

Absent: (0)

The motion to approve the agenda was adopted with the following result:

Aye: Abdi, El-Amin, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (8)

Nay: (0)

Abstain: (0)

Absent: (0)

Interviews of Finalists for Open Election District 3 Seat Appointment

Interviews were conducted with four finalists for Open Election District 3 Seat Appointment. Each candidate was given up to 15 minutes to respond to the following questions.

1. Our strategic plan has four primary goals. The Superintendent was hired to manage our day-to-day operations. Can you share your vision for how the School Board should govern in support of the strategic plan and its goals?
2. How would you work to engage students, families, and community and ensure all voices are heard?
3. Hard decisions will need to be made given our budget crisis. Do you have any innovative ideas to address this? How will you determine what gets prioritized?

The interviews were ordered by random draw in the following order:

1. Lucie Skjefte
2. Cristin Crabtree
3. Michael Dueñes
4. Fatimah Hussein

ADJOURNMENT

Without objection, Chair Beachy adjourned the meeting at 8:02 p.m.

Secretary Notations:

- Minutes submitted by Ryan Strack, Assistant to the Superintendent and Board
- Meeting materials:
- Minutes approved: December 10, 2024

Attachments: *(added upon approval of minutes)*

Approvals:

Collin Beachy, Chair

Lori Norvell, Clerk

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

**REGULAR BUSINESS MEETING
NOVEMBER 12, 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 November 12, 2024.

Chair Collin Beachy called the meeting to order at 5:31 p.m., a quorum being present.

ROLL CALL

Present: Directors Abdul Abdi, Sharon El-Amin, Adriana Cerrillo, Lori Norvell, Ira Jourdain, Collin Beachy, Kim Ellison, Joyner Emerick (participated via interactive technology) (8); Ex Officio members Superintendent Dr. Lisa Sayles-Adams, Student Representative Peralta, Student Representative Rounds (3)

Absent: (0)

APPROVAL OF AGENDA

Ellison moved to approve the agenda.

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

Aye: Abdi, El-Amin, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (8)

Nay: (0)

Abstain: (0)

Absent: (0)

ACCEPTANCE OF MINUTES

Norvell moved to approve the minutes from the September 24, 2024 Special Business Meeting and the October 8, 2024 Regular Business Meeting.

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

Aye: Abdi, El-Amin, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (8)
Nay: (0)
Abstain: (0)
Absent: (0)

CANVASS NOVEMBER 5, 2024 GENERAL ELECTION RESULTS

Jourdain moved to canvass the November 5, 2024 General Election Results.

On a roll call vote, the motion to canvass the November 5, 2024 general election results was adopted with the following result:

Aye: Abdi, El-Amin, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (8)
Nay: (0)
Abstain: (0)
Absent: (0)

PUBLIC COMMENTS

Comments were heard from members of the public.

ELECTION DISTRICT 3 FINALISTS DISCUSSION

A discussion took place regarding the process of appointing a new Board director to the vacant District 3 seat.

RECESS

A 10-minute recess was taken.

REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS

Superintendent Dr. Sayles Adams and staff provided presentations on the following topics:

- a. Presentation and Updates
 - Superintendent's Update
 - Budget Pro Forma
 - Student Calendar Planning
 - Title IX Athletics OCR Agreement Update

No votes or action was taken on these informational items.

POLICY COMMITTEE REPORT

Policy Committee Chair Lori Norvell provided the committee's report, which included a first reading of resolution 2024-0049 repealing policies 3142, 3179, 3200, 3220, 3294, 3295, 3400, and 3432 and revising policies 3005, 3170, 3280, 3434, and 3700.

ACTION ITEMS BY THE BOARD OF EDUCATION

Approval of the Consent Agenda

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

- Personnel Items
 - Approval of List A personnel matters (2024-11-ER-A)
 - Approval of List B personnel matters (2024-11-ER-B)
- Contracts
 - Contract with BerganKDV (2024-4400002712)
 - Contract with Construction Results Corporation (2024-1000247323)
 - Contract with Harris St. Paul, Inc (2024-1000247939)
 - Contract with Heartland Business Systems (2025-4400002724)
 - Amendment to contract 2024-4400002713 with H2i Group
 - Amendment to contract 2024-4400002725 with TKDA
 - Contract with Wold Architects and Engineers (2024-4400002709)
- Resolutions
 - Resolution authorizing a temporary construction easement for the City of Minneapolis at Emerson School (2024-0056)
 - Resolution authorizing a temporary construction easement for the City of Minneapolis at Ella Baker School (2024-0057)
 - Authorizing cooperative athletic team actions and filings with Minnesota State High School League (MSHSL)
 - Resolution authorizing withdrawal from the Joint Powers Agreement for the Youth Connections Center (2024-0059)
- Miscellaneous
 - Acceptance of Environmental Health and Safety (EH&S) plans and procedures

On a roll call vote, the motion to approve the consent agenda was adopted with the following result:

Aye: Abdi, El-Amin, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (8)

Nay: (0)

Abstain: (0)

Absent: (0)

Resolution Approving a board member's new employment with the school district (2024-0047)

Abdi moved to approve Resolution 2024-0047, approving a board member's new employment with the school district.

On a roll call vote, the motion to approve the resolution was adopted with the following result:

Aye: Abdi, El-Amin, Cerrillo, Norvell, Jourdain, Beachy, Emerick (7)

Nay: (0)

Abstain: Ellison (1)

Absent: (0)

Approving an amended and restated umbrella shared use agreement with the Minneapolis Park and Recreation Board (2024-0053)

Abdi moved to approve Resolution 2024-0053, Approving an amended and restated umbrella shared use agreement with the Minneapolis Park and Recreation Board.

On a roll call vote, the motion to approve the resolution was adopted with the following result:

Aye: Abdi, El-Amin, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (8)

Nay: (0)

Abstain: (0)

Absent: (0)

Resolution Approving the 2024-2026 Collective Bargaining Agreement between Special School District No. 1 and American Federation of State, County, and Municipal Employees (AFSCME) Council 5, Local 56 (2024-11-ER-CBA-AFSCME)

Abdi moved to approve Resolution 2024-11-ER-CBA-AFSCME, Approving the 2024-2026 Collective Bargaining Agreement between Special School District No. 1 and American Federation of State, County, and Municipal Employees (AFSCME) Council 5, Local 56.

On a roll call vote, the motion to approve the resolution was adopted with the following result:

Aye: Abdi, El-Amin, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (8)

Nay: (0)

Abstain: (0)

Absent: (0)

Resolution Approving the 2024-2026 Collective Bargaining Agreement between Special School District No. 1 and Minnesota Teamsters Public and Law Enforcement Employees, Local 320 Grounds Employees (2024-11-ER-CBA-GROUNDS)

Abdi moved to approve Resolution 2024-11-ER-CBA-GROUNDS, Approving the 2024-2026 Collective Bargaining Agreement between Special School District No. 1 and Minnesota Teamsters Public and Law Enforcement Employees, Local 320 Grounds Employees.

On a roll call vote, the motion to approve the resolution was adopted with the following result:

Aye: Abdi, El-Amin, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (8)
 Nay: (0)
 Abstain: (0)
 Absent: (0)

ANNOUNCEMENT OF PREFERRED CANDIDATE FOR ELECTION DISTRICT 3 SEAT; APPROVING THEIR APPOINTMENT TO THE SCHOOL BOARD

The following table shows the results of the ranked choice votes by directors:

Director	First Choice	Second Choice	Third Choice	Fourth Choice
Collin Beachy	Christin Crabtree	Michael Dueñes	Lucie Skjefte	Fatimah Hussein
Kim Ellison	Lucie Skjefte	Fatimah Hussein	Michael Dueñes	Christin Crabtree
Lori Norvell	Christin Crabtree	Michael Dueñes	Fatimah Hussein	Lucie Skjefte
Abdul Abdi	Fatimah Hussein	Michael Dueñes	Lucie Skjefte	Christin Crabtree
Sharon El-Amin	Fatimah Hussein	Lucie Skjefte	Michael Dueñes	Christin Crabtree
Adriana Cerrillo	Fatimah Hussein	Michael Dueñes	Lucie Skjefte	Christin Crabtree
Ira Jourdain	Lucie Skjefte	Christin Crabtree		
Joyner Emerick	Michael Dueñes	Lucie Skjefte	Mohamed	

The following table shows the tabulation of each round, which resulted in a tie between two candidates: Fatimah Hussein and Lucie Skjefte.

Candidate	Round 1	Round 2	Round 2	Round 3	Round 3
	Grand Total	<i>Dueñes eliminated</i>	Grand Total	<i>Crabtree eliminated</i>	Grand Total
		Vote Change (+ Added, - Subtracted)		Vote Change (+ Added - Subtracted)	
Crabtree	2	0	2	-2	0
Hussein	3	0	3	1	4
Skjefte	2	1	3	1	4
Dueñes	1	-1	0	0	0
TOTAL	8	BALANCED	8	BALANCED	8

Pursuant to the adopted process, a roll call vote between the two final candidates was taken with the following tied result:

Fatimah Hussein (4)

Abdi

El-Amin

Cerrillo

Norvell

Lucie Skjefte (4)

Jourdain

Beachy

Ellison

Emerick

Pursuant to the adopted process, Skjefte was declared the winner by a coin flip.

Jourdain moved to appoint Lucie Skjefte effective immediately upon the completion of their oath of office, to serve for the remainder of the current election district 3 term, which expires on January 4th, 2027.

On a roll call vote, the motion to appoint Lucie Skjefte's to the School Board was adopted with the following result:

Aye: Abdi, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (6)

Nay: (0)

Abstain: El-Amin (1)

Absent: (0)

NEW BUSINESS

No new business.

REPORTS FROM BOARD OF EDUCATION DIRECTORS

The following directors and student representatives provided reports:

- Norvell
- Abdi
- Jourdain
- Ellison
- El-Amin
- Cerrillo

ADJOURNMENT

Without objection, Chair Beachy adjourned the meeting at 8:32 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=661055>
- Minutes approved: December 10, 2024

Attachments: *(added upon approval of minutes)*

- Resolution Canvassing the Votes for the November 5, 2024 General Election for the offices of School Board Member At Large, School Board Member District 2, School Board Member District 4, School Board Member District 6 and School District Question 1 for Minneapolis Special School District No. 1 (2024-0054)
- Resolution authorizing a temporary construction easement for the City of Minneapolis at Emerson School (2024-0056)
- Resolution authorizing a temporary construction easement for the City of Minneapolis at Ella Baker School (2024-0057)
- Resolution authorizing withdrawal from the Joint Powers Agreement for the Youth Connections Center (2024-0059)
- Resolution Approving a board member's new employment with the school district (2024-0047)
- Approving an amended and restated umbrella shared use agreement with the Minneapolis Park and Recreation Board (2024-0053)
- Resolution Approving the 2024-2026 Collective Bargaining Agreement between Special School District No. 1 and American Federation of State, County, and Municipal Employees (AFSCME) Council 5, Local 56 (2024-11-ER-CBA-AFSCME)
- Resolution Approving the 2024-2026 Collective Bargaining Agreement between Special School District No. 1 and Minnesota Teamsters Public and Law Enforcement Employees, Local 320 Grounds Employees (2024-11-ER-CBA-GROUNDS)

Approvals:

Collin Beachy, Chair

Lori Norvell, Clerk

Minneapolis Public Schools

Preliminary Audit Results



The Audit

Components of the Audit

- ◆ Independent Auditor's Report - Unmodified Opinion on the District's Financial Statements for the year ended June 30 ,2024
- ◆ Report on the result of an audit performed in accordance with *Government Auditing Standards*
 - ❖ Material Weaknesses: Segregation of Accounting Duties, Prior Period and Material Audit Adjustments
 - ❖ Significant Deficiency: Budget Reporting Process
- ◆ Unmodified Opinion on Compliance over Major Federal Programs in accordance with Uniform Guidance - No compliance or internal control findings reported
- ◆ Report on Minnesota Legal Compliance - Finding related to Prompt Payment of Local Government Bills and UFARS Compliance

Financial Communications

General Fund – Budget to Actual

Budget:

- ◆ General Fund Revenue budgeted at \$ 694.7 million
- ◆ General Fund Expenditures budgeted at \$ 691.5 million
- ◆ General Fund Transfers out at \$4.3 million
- ◆ \$ 1.1 million decrease in fund balance budgeted

Actual:

- ◆ General Fund Revenues actually \$ 701.2 million; \$ 6.5 million over budget (0.9%) - Main factor is revenue from state sources and investment income
- ◆ General Fund Expenditures actually \$ 700.3 million; \$ 8.8 million over budget (1.3%) - Main factor was transportation and financed capital purchases offset by vacant positions
- ◆ Fund Balance increased \$ 8.9 million to \$ 152.2 million
- ◆ Unassigned Fund Balance increased \$ 2.4 million to \$ 62.4 million

General Education Aid – Formula Allowance

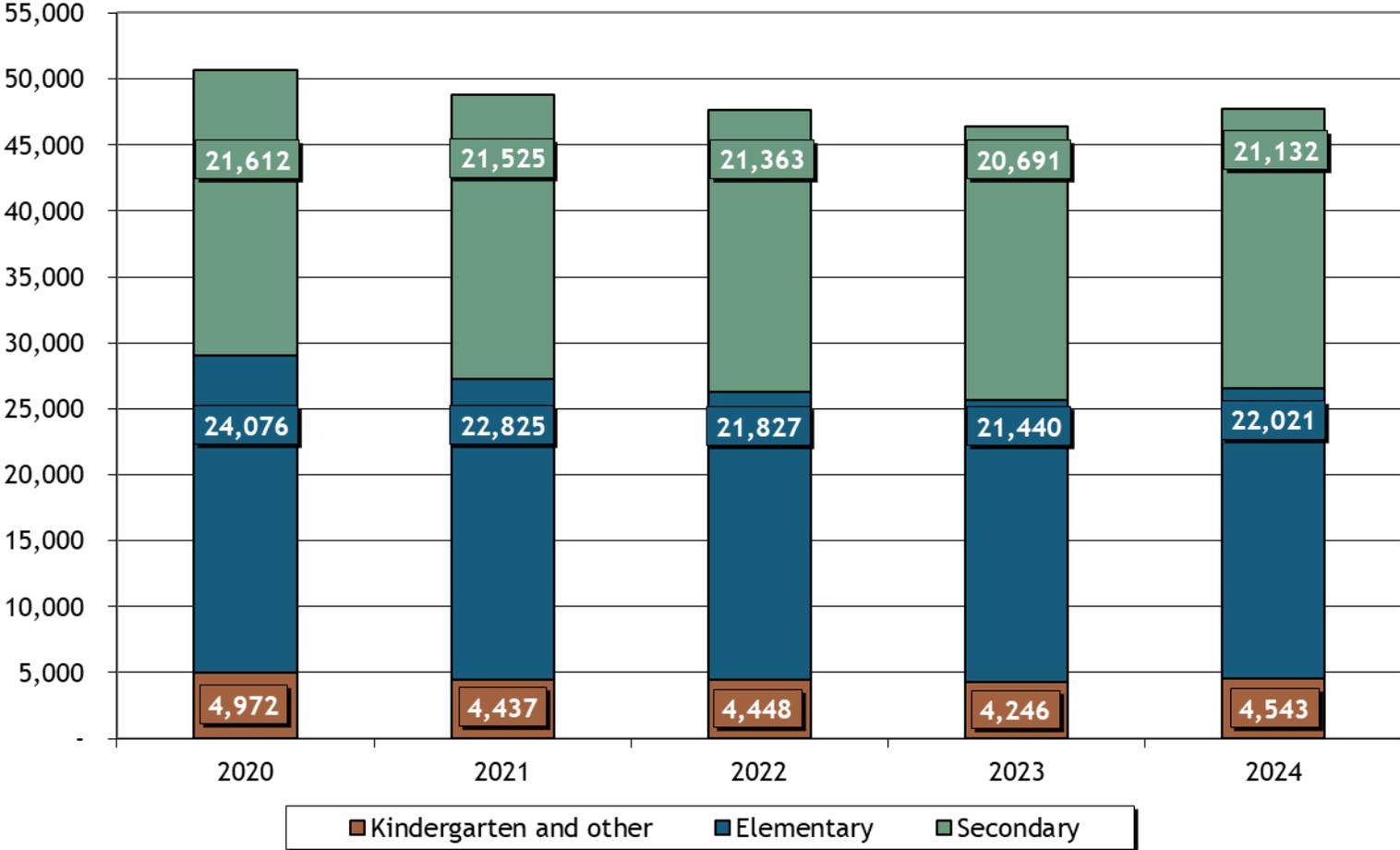
Year	General Education Aid Formula Allowance	
	Amount	Percent Increase
2014	\$ 5,302	1.5%
2015*	5,831	1.9%
2016	5,948	2.0%
2017	6,067	2.0%
2018	6,188	2.0%
2019	6,312	2.0%
2020	6,438	2.0%
2021	6,567	2.0%
2022	6,728	2.5%
2023	6,863	2.0%
2024	7,138	4.0%
2025	7,281	2.0%

* General Education Aid - Of the \$529 increase over 2014, \$105 is for inflation at 1.9%; the remaining \$424 is a shifting of revenue to adjust for pupil weight changes, pension adjustments changes and other restructuring.

Average Daily Membership and Pupil Units - Resident ADM

Students (Resident ADM)	2020	2021	2022	2023	2024
Kindergarten and other	4,972	4,437	4,448	4,246	4,543
Elementary	24,076	22,825	21,827	21,440	22,021
Secondary	21,612	21,525	21,363	20,691	21,132
Total Students (Resident ADM)	50,660	48,788	47,638	46,376	47,696

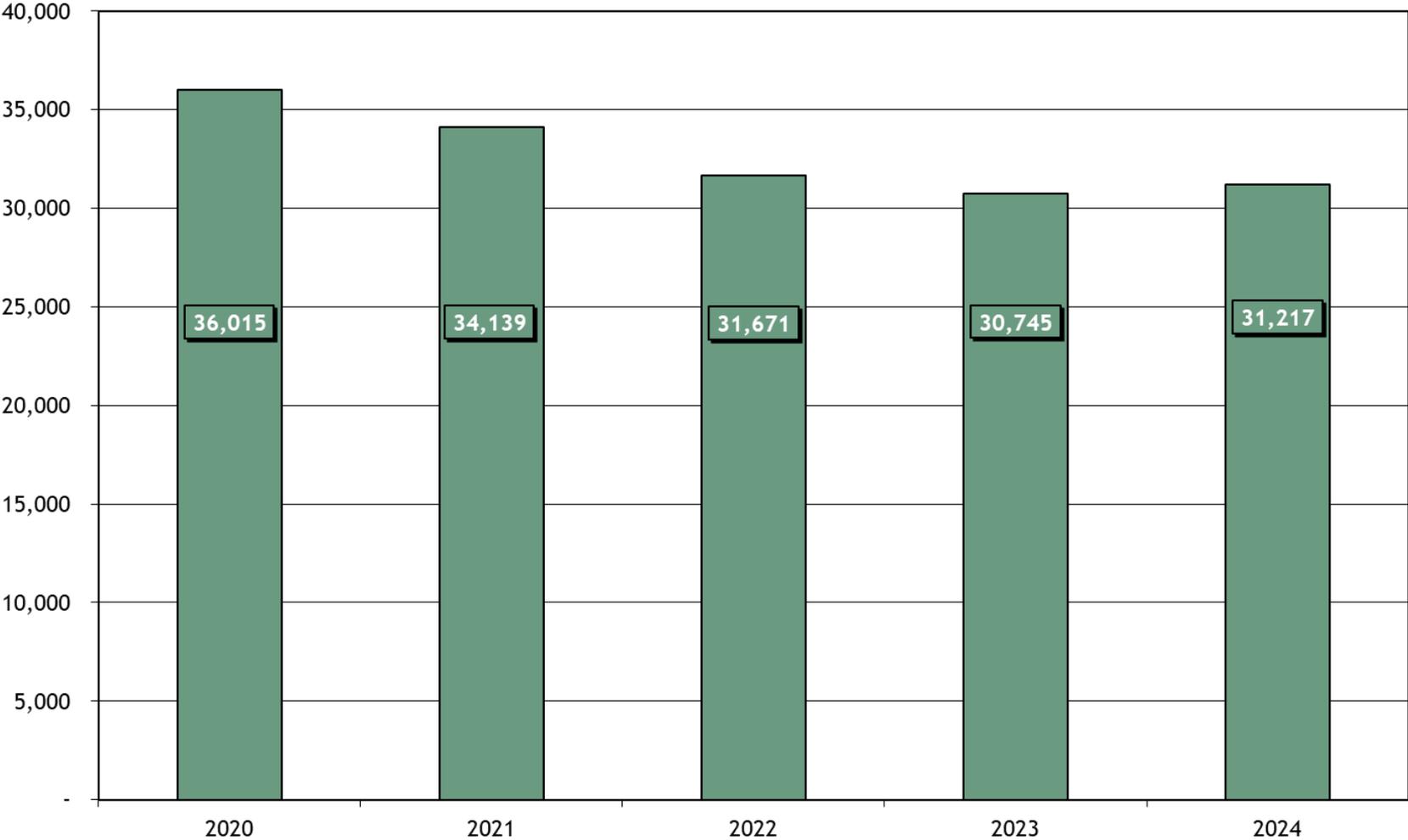
Average Daily Membership and Pupil Units - Resident ADM



Average Daily Membership and Pupil Units - Weighting & Adjusted PUN

	Pre-Kindergarten and Kindergarten	Grades 1-3	Grades 4-6	Secondary	
Year 2020-2024	1.000	1.000	1.000	1.200	
Adjusted PUN	2020	2021	2022	2023	2024
Residents	54,982	53,092	51,910	50,514	51,921
PUN gain	1,417	1,871	815	1,382	845
PUN loss	(20,383)	(20,825)	(21,054)	(21,150)	(21,548)
Total Adjusted PUN	36,015	34,139	31,671	30,745	31,217

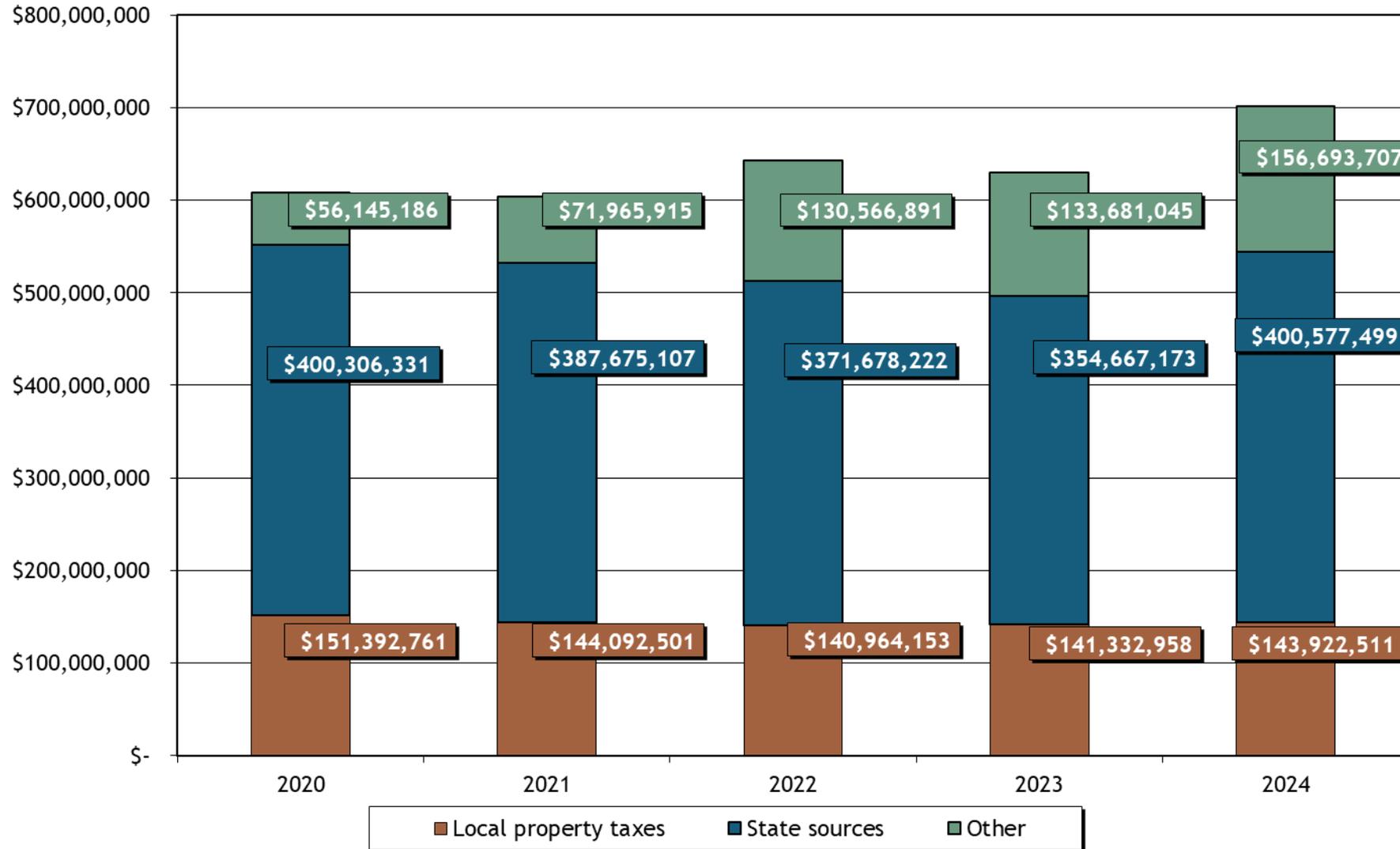
Average Daily Membership and Pupil Units - Adjusted PUN



General Fund - Sources of Revenue

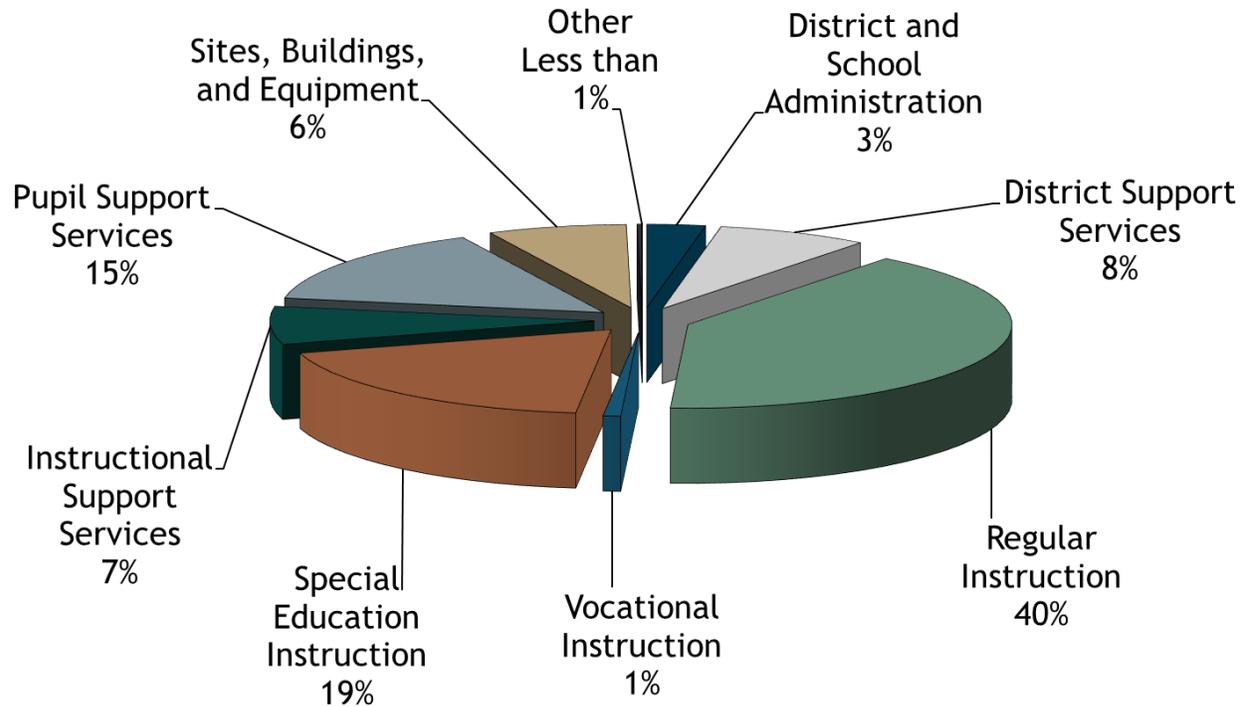
For the Year Ended June 30,	2020	2021	2022	2023	2024
Local property taxes	\$ 151,392,761	\$ 144,092,501	\$ 140,964,153	\$ 141,332,958	\$ 143,922,511
State sources	400,306,331	387,675,107	371,678,222	354,667,173	400,577,499
Other	56,145,186	71,965,915	130,566,891	133,681,045	156,693,707
Total	\$ 607,844,278	\$ 603,733,523	\$ 643,209,266	\$ 629,681,176	\$ 701,193,717

General Fund - Sources of Revenue

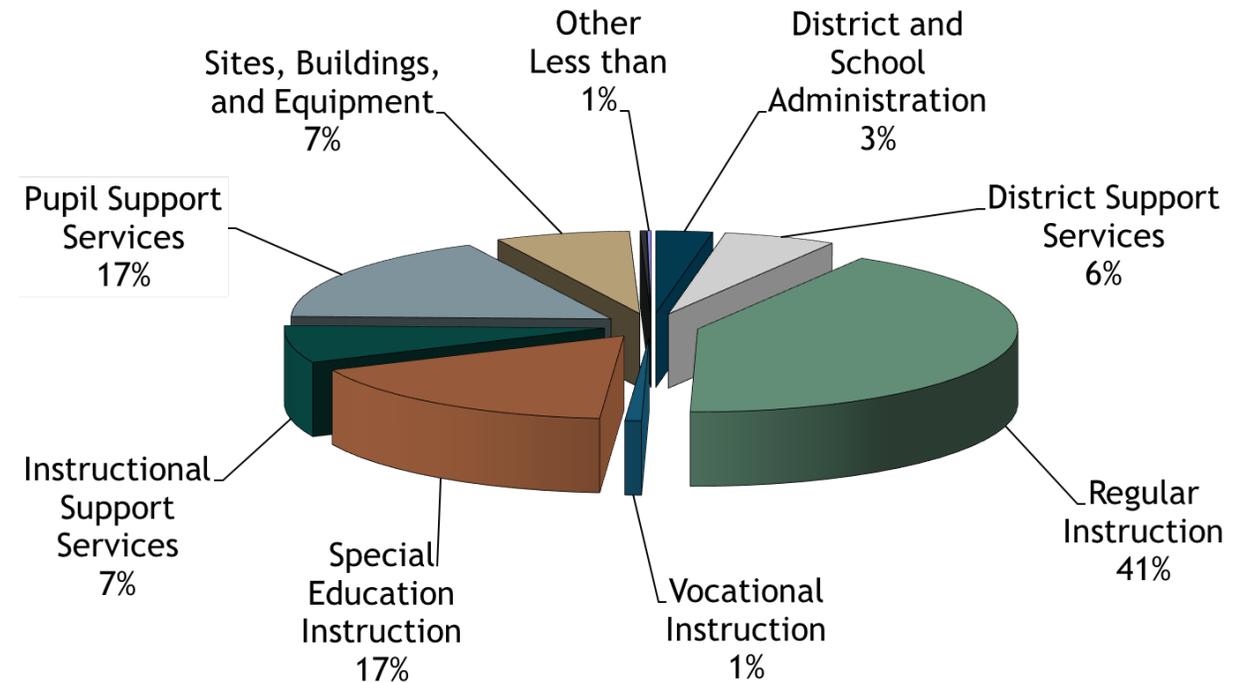


General Fund – Expenditures

2023 General Fund Expenditures
\$640,898,978

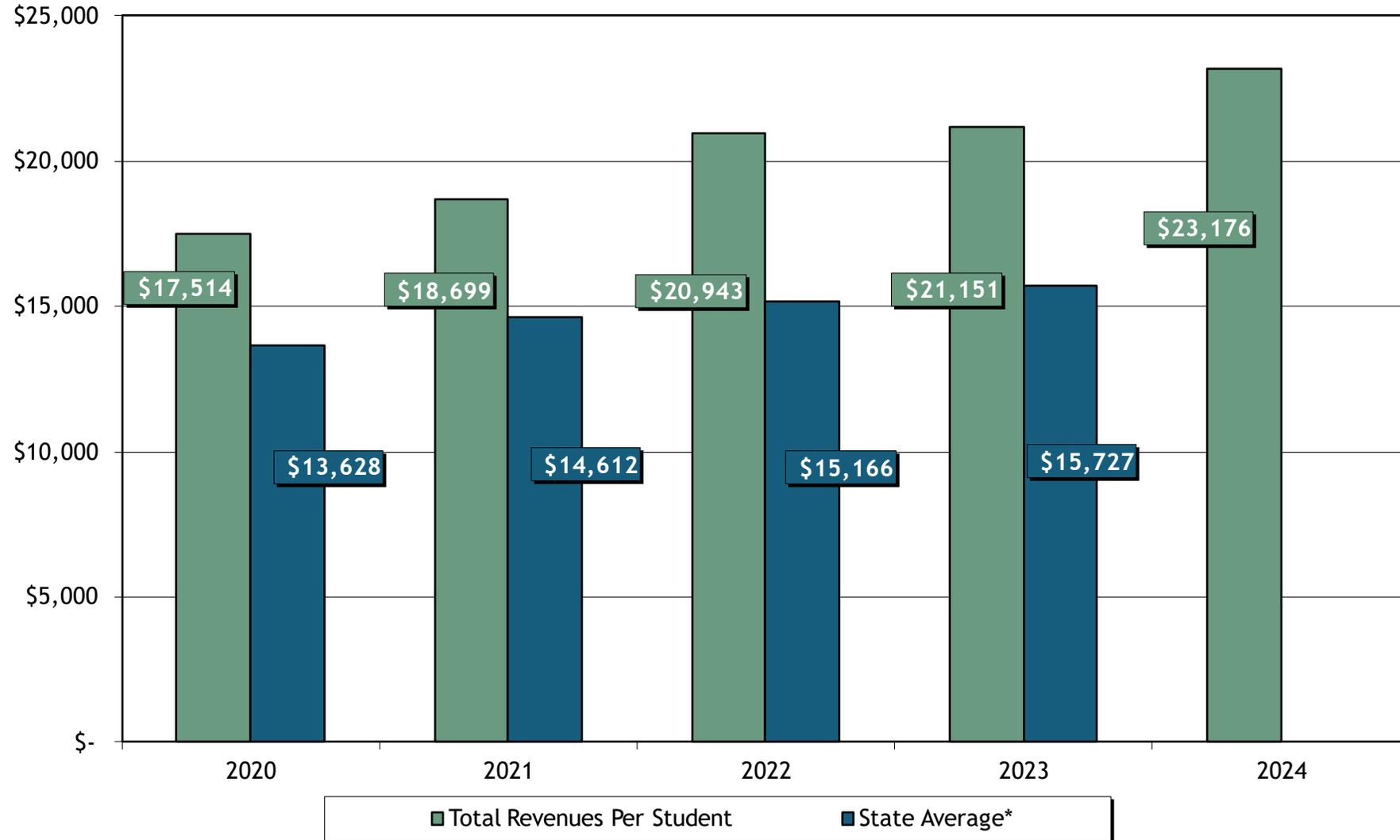


2024 General Fund Expenditures
\$700,266,962



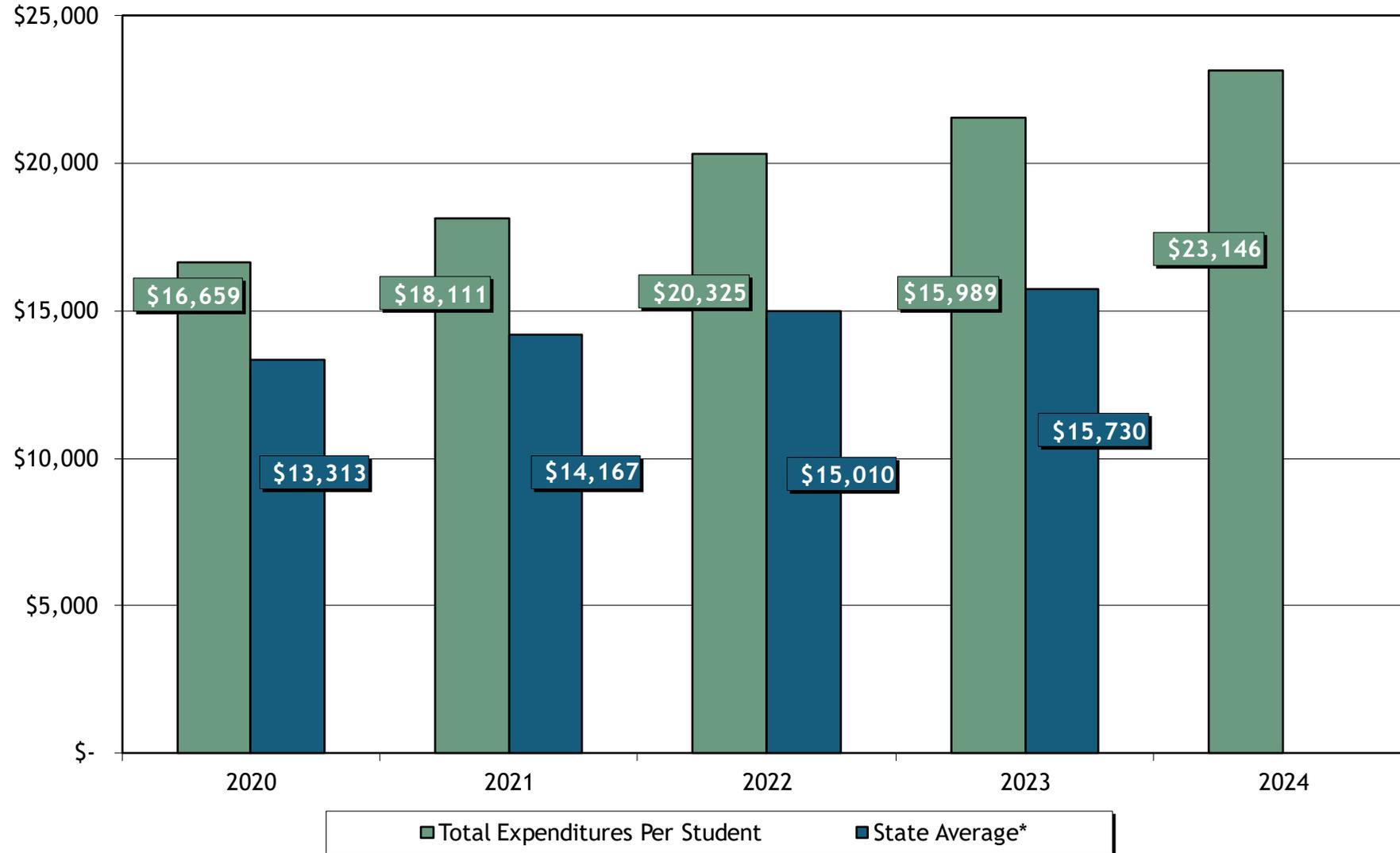
General Fund

- Revenues Per Student ADM Served

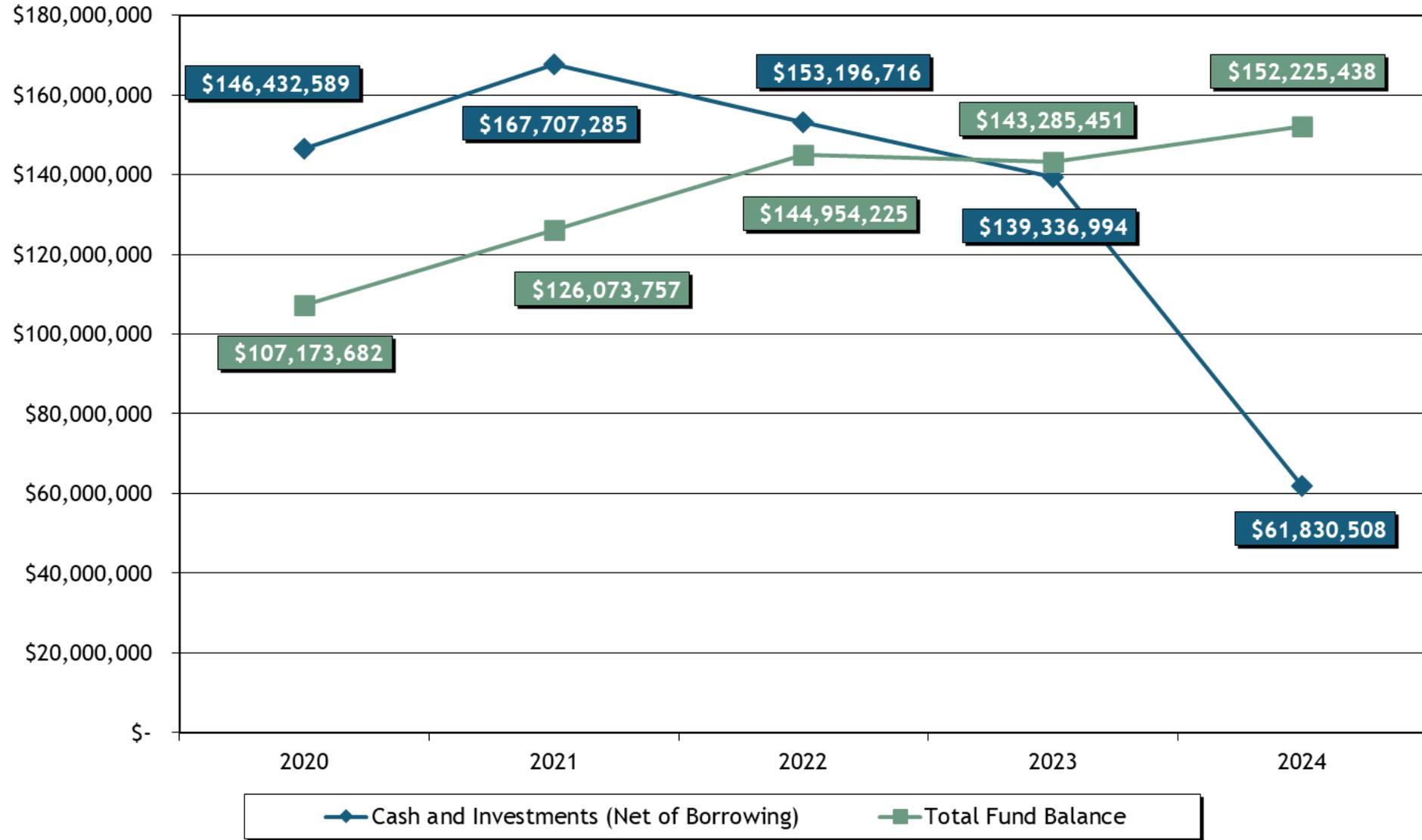


General Fund

- Expenditures Per Student ADM Served



General Fund – Financial Position



General Fund – Operations

For the Year Ended June 30,	2020	2021	2022	2023	2024
Revenues	\$ 607,844,278	\$ 603,733,523	\$ 643,209,266	\$ 629,681,176	\$ 701,193,717
Expenditures	(577,344,220)	(584,833,448)	(648,092,852)	(640,898,978)	(692,825,191)
Excess of revenues over (under) expenditures	30,500,058	18,900,075	(4,883,586)	(11,217,802)	8,368,526
Proceeds from sale of equipment	18,765	-	-	32,105	-
Bond proceeds	1,100,000	-	-	-	-
Lease proceeds	-	-	23,707,892	8,928,669	3,364,606
Insurance recovery	-	-	56,162	86,338	512,046
Notes from direct borrowing	-	-	-	6,983,121	-
Transfer out	-	-	-	(6,481,205)	(3,305,191)
Fund balance, July 1	74,858,956	106,477,779	126,073,757	144,954,225	143,285,451
Change in accounting principle	-	695,903	-	-	-
Fund Balance, June 30	\$ 106,477,779	\$ 126,073,757	\$ 144,954,225	\$ 143,285,451	\$ 152,225,438

General Fund – Fund Balances

Components of Fund Balance						
For the Year Ended June 30,	2020	2021	2022	2023	2024	
Nonspendable	\$ 1,269,376	\$ 1,414,679	\$ 5,294,596	\$ 5,957,921	\$ 5,040,225	
Restricted for						
Area learning center	1,421,247	-	-	-	4,992,182	
Student activities	725,174	572,832	570,515	543,356	483,807	
Achievement and integration	2,927,601	-	-	-	-	
Literacy incentive aid	-	-	-	-	102,634	
American indian education aid	-	-	-	-	174,460	
Basic skills program	-	495,016	-	-	-	
Community education programs	-	65,178	-	-	-	
Operating capital	-	5,501,542	8,783,209	12,572,197	16,695,350	
Contracted alternative programs	-	-	1,164,265	966,181	887,820	
School library aid	-	-	-	-	273,168	
Gifted and talented	466,385	579,035	483,254	439,264	-	
Student support personnel aid	-	-	-	-	364,743	
Medical assistance	-	-	-	-	1,657,365	
Basic skills extended time	2,792,710	4,610,186	6,306,894	7,631,978	-	
Long-term facilities maintenance	160,765	156,383	156,383	-	-	
Other	1,100,000	234,359	234,359	233,781	456,137	
Assigned	43,737,399	57,295,506	68,347,003	54,915,232	58,679,417	
Unassigned	52,573,025	55,149,041	53,613,747	60,025,541	62,418,130	
Fund Balance, June 30	\$ 107,173,682	\$ 126,073,757	\$ 144,954,225	\$ 143,285,451	\$ 152,225,438	

Food Service Fund

For the Year Ended June 30,	2020	2021	2022	2023	2024
Revenues	\$ 23,694,428	\$ 21,349,575	\$ 21,168,074	\$ 18,009,094	\$ 21,977,738
Expenditures	(22,955,476)	(19,211,722)	(25,223,498)	(23,904,788)	(25,516,568)
Excess of revenues over (under) expenditures	738,952	2,137,853	(4,055,424)	(5,895,694)	(3,538,830)
Transfer in	-	-	-	6,481,205	3,305,191
Fund balance, July 1	2,563,875	3,302,827	5,440,680	1,385,256	1,970,767
Fund Balance, June 30	\$ 3,302,827	\$ 5,440,680	\$ 1,385,256	\$ 1,970,767	\$ 1,737,128
Nonspendable	\$ 1,615,465	\$ 1,732,388	\$ 1,505,951	\$ 1,970,767	\$ 1,737,128
Restricted for other purposes	1,687,362	3,708,292	(120,695)	-	-
Total Fund Balance, June 30	\$ 3,302,827	\$ 5,440,680	\$ 1,385,256	\$ 1,970,767	\$ 1,737,128

Community Service Fund

For the Year Ended June 30,	2020	2021	2022	2023	2024
Revenues	\$ 28,471,098	\$ 27,022,352	\$ 29,701,512	\$ 35,606,486	\$ 36,848,342
Expenditures	(31,232,002)	(27,155,640)	(29,589,555)	(33,152,664)	(33,059,208)
Excess of revenues over (under) expenditures	(2,760,904)	(133,288)	111,957	2,453,822	3,789,134
Fund balance, July 1	7,954,601	5,193,697	5,060,409	5,172,366	7,626,188
Fund Balance, June 30	\$ 5,193,697	\$ 5,060,409	\$ 5,172,366	\$ 7,626,188	\$ 11,415,322
Nonspendable	\$ -	\$ -	\$ -	\$ -	\$ 750
Restricted for					
School readiness	1,793,073	2,024,215	961,509	1,241,654	1,521,933
Adult basic education	702,422	879,610	1,340,717	1,364,412	1,674,794
Community education programs	1,949,764	1,120,064	7,786	1,814,399	5,688,702
ECFE	353,624	119,623	159,453	664,466	1,565,336
Other programs	394,814	916,897	2,702,901	2,541,257	963,807
Total Fund Balance, June 30	\$ 5,193,697	\$ 5,060,409	\$ 5,172,366	\$ 7,626,188	\$ 11,415,322

Auditor



Andy Grice

AUDIT SHAREHOLDER

952-563-6862

ANDY.GRICE@CREATIVEPLANNING.COM

Thank You



This commentary is provided for general information purposes only, should not be construed as investment, tax or legal advice, and does not constitute an attorney/client relationship. Past performance of any market results is no assurance of future performance. The information contained herein has been obtained from sources deemed reliable but is not guaranteed.



Superintendent's Report

Regular Business Meeting

December 10, 2024

Superintendent's Update

Superintendent Dr. Lisa Sayles-Adams

Proposed Property Tax Levy

(Truth-in-Taxation Meeting)

Director of Finance/Controller

Aaron Gilbert

Purpose

- State statute requires all local governments (cities, counties, and school districts) to hold a public hearing prior to certifying their levy authority.
- Public comments must be allowed.
- The hearing must be held after the release of proposed tax notices from the county. The notices contain information on estimated taxes as well as market value and other adjustments.

Levy Basics

- School levy authority is established in state statute.
- Levy includes items authorized by statute and voter-approved referendums.
- The 24 Pay 25 levy will provide funding for the FY26 school year.
- MPS receives payments after the May and October collections from Hennepin County.
- The levy amount can only decrease after September 30.

Factors Impacting Levy Amounts

- Changes in tax base
- Legislative changes to education formulas
- Referendum inflationary increase
- Voter approved technology levy
- Pension contribution changes required by statute
- Other Post Employment Benefit (OPEB) obligations
- Debt and Capital plans (capital projects, refunding of bonds, long-term facilities maintenance (LTFM), health and safety projects

Property Tax Levy Summary

- The overall levy for taxes paid in calendar year 2025, for district revenue in fiscal-year 2026, of \$279.1M is \$31.2M higher than last year's levy of \$247.9M (12.59% increase)
- Operating levies for the General Fund and Community Education are increasing 19.8%, or \$29.3M
- The increase primarily results from the operating referendum passed by the community in November

Current vs Proposed Property Tax Levy

	FY25	FY26	YOY Change	
	Levy	Levy	\$	%
General Fund	\$143.2M	\$172.44M	\$29.2M	20.39%
Community Service Fund	\$5.3M	\$5.44M	134.9K	2.55%
Operating Levies	\$148.5M	\$177.88M	\$29.3	19.8%
Debt Service Fund	\$99.4M	\$101.2M	\$1.8M	1.8%
Total Property Tax Levy	\$247.9M	\$279.1M	\$31.2M	12.59%

Property Tax Levy as a % of Expenditures

	FY25	% of	FY26	% of
	Levy	Exp Budget	Levy	Exp Budget
General Fund	\$143.3M	19.9%	\$172.4M	27.4%
Community Service Fund	\$5.3M	14.6%	\$5.4M	16.7%
Operating Levies	\$148.5M	20.1%	\$177.88M	26.8%
Debt Service Fund	\$99.4M	100.0%	\$101.2M	100.0%
Total Property Tax Levy	\$247.9M	24.9%	\$279.1M	36.5%

Proposed Property Tax (Truth In Taxation) Statement



Hennepin County
 A-600 Government Center
 300 S. Sixth Street
 Minneapolis, MN 55487-0060
 612-348-3011 www.hennepin.us

Proposed levies & taxes 2025
 2024 values for taxes payable in 2025

Address of property tax payee

THIS IS NOT A BILL - DO NOT PAY

Addresses for correspondence	Actual 2024	Proposed 2025	Meeting date & location
Hennepin County, A2400 300 S Sixth St Minneapolis MN 55487 612-348-3011 hennepin.us	\$1,535.51	\$1,593.87	Dec 3, 2024 8:00 PM Commissioner Board Room Hennepin County, A2400 300 S Sixth St Minneapolis MN 55487
City of MINNEAPOLIS Park Board: Remainder of City Tax: Budget Director Room 325M City Hall Minneapolis MN 55415 311 minneapolismn.gov	\$439.25 \$2,034.14	\$495.30 \$2,297.07	Dec 10, 2024 6:05 PM Room 350 Public Service Center 250 S 4th St Minneapolis MN 55415
STATE GENERAL TAX			No meeting required
School District 001 Voter Approved Levy: Other Local Levies: School District Total:	\$480.60 \$876.19 \$1,356.79	\$523.83 \$952.67 \$1,476.50	Dec 10, 2024 6:00 PM Davis Center Board Room 1250 West Broadway Minneapolis MN 55411

Your school district was scheduled to hold a referendum at the November general election. If this referendum was approved by voters, the school district's property tax for 2025 may be higher than the proposed amount on this notice.

Property Tax ID
Property taxes statement schedule

Step 1 Value & classification

TAX YEAR PAYABLE	2024	2025
CLASS: HOMESTEAD	HOMESTEAD	HOMESTEAD
Estimate Market Value:	\$429,000.00	\$427,000.00
Homestead Exclusion:		\$8,120.00
Other Exclusion/Deferral:		
Taxable Market Value:	\$429,000.00	\$418,880.00

Step 2 Proposed levies & taxes

2024 TAX	\$5,588.62
2025 PROPOSED	\$6,094.88
Percent change	9.1%

Now is the time to provide feedback on proposed levies.
 It is too late to appeal your value or classification without going to Tax Court.

Step 3 Property tax statement

Coming March 2025, due May 15, 2025 and October 15, 2025
--

Step 1: Determines the value of the property taxes. The change of the taxable market value is a driving factor in the calculation of property taxes due.

Step 2: Shows the overall change in property taxes throughout all taxing governing bodies.

Step 3: These are the key dates, March 2024 (Hennepin county will send the final statement); May 15th, 2025 and October 15th, 2025 (taxes are due).

Minneapolis Public Schools actual 2024 taxes paid (left column) and the proposed 2025 taxes (right column).

Estimated Impact on Taxpayers

Residential

Estimated Market Value (EMV)	Increase in Property Taxes (\$)	Increase in Property Taxes (%)
150,000	84	17.3%
200,000	112	17.3%
250,000	140	17.3%
300,000	168	17.3%
350,000	196	17.3%
400,000	224	17.3%
450,000	252	17.3%
500,000	280	17.3%
600,000	369	18.4%
650,000	421	19.2%
700,000	467	19.6%
750,000	514	20.0%
800,000	561	20.3%

Commercial

Estimated Market Value (EMV)	Increase in Property Taxes (\$)	Increase in Property Taxes (%)
250,000	\$201	23.4%
500,000	422	23.6%
750,000	642	23.6%
1,000,000	862	23.6%
1,250,000	1083	23.7%
1,500,000	1303	23.7%
1,750,000	1523	23.7%
2,000,000	1744	23.7%
2,250,000	1964	23.7%
2,500,000	2184	23.7%
5,000,000	4388	23.7%
10,000,000	8794	23.7%

Questions/Discussion

Current School Year Budget

(Truth-in-Taxation Meeting)

**Senior Finance Officer
Ibrahima Diop**

Operating Revenue (FY25)

FY25 is progressing in line with budget expectations and no amendments have been needed so far this year.

<i>in millions</i>	FY25 Budget	
	Total	
General Education Aid	\$	310.4
Special Education Aid	\$	92.1
Property Tax Levy	\$	143.2
Other Federal Funds	\$	56.4
State, Local & Private Grants	\$	6.0
Other Revenue	\$	21.8
General Fund	\$	629.9
Food Service Fund	\$	21.9
Community Service Fund	\$	32.5
Total Operating Revenue	\$	684.3

Operating Expenditures (FY25)

FY25 is progressing in line with budget expectations and no amendments have been needed so far this year.

<i>in millions</i>	Expense Budget	Fund Transfer	Total Cost
General Operating	\$ 639.4	\$ 4.8	\$ 644.2
Grants	\$ 55.0	\$ -	\$ 55.0
Funded Programs	\$ 16.1	\$ -	\$ 16.1
General Fund	\$ 710.5	\$ 4.8	\$ 715.3
Food Service Fund	\$ 26.7	\$ (4.8)	\$ 21.9
Community Service Fund	\$ 35.5	\$ -	\$ 35.5
Total Operating Expense	\$ 772.7	\$ -	\$ 772.7

Operating Income and General Fund Balance (FY25)

In its current form, the district would expect to post a \$85M loss in FY25, as well as a required \$4.8M transfer to the Food Service Fund.

If we did nothing, we believe that our General Fund balance would change by (\$85.4M), leaving only \$66.0M in the General Fund.

We are actively working to balance the budget for next year.

<i>in millions</i>	<u>Fund 01 (General Fund)</u>	
	FY25	
	Budget	
Revenue	\$	629.9
Expenditures	\$	710.5
Fund Transfers	\$	4.8
Change in Fund Balance	\$	(85.4)
Starting Fund Balance	\$	151.4
Projected Fund Balance	\$	66.0

Non-Operating Funds (FY25)

In the current budget year, capital projects from previous years are being finished and the bonds issued for those projects in past years are being used.

While we may realize a positive or negative net income in the Debt Service Fund, any change in fund balance would be based on the value of investments.

Since debt service funds are held as cash or highly liquid investments, any gain or loss in the debt service fund should be immaterial.

in millions

**Budget
FY25**

Capital Projects Fund

Bond Issuance Revenue	\$	85.4
Project Expenditures	\$	156.2
Change in Fund Balance	\$	(70.8)

Debt Service Fund

Property Tax Levy Revenue	\$	99.4
Debt Payment Expenditures	\$	99.4
Change in Fund Balance	\$	-

Questions/Discussion

2025 Legislative Agenda

Director of Government
Relations/Lobbyist Josh Downham

Election Review

Federal Results

- US House, US Senate and Presidency controlled by Republicans
- Congress likely to use reconciliation process to speed budget adoption early in 2025
- Potential for cuts, strings tied to funding, block granting and private school tuition tax credits (form of voucher)

State Results

- Democrats win only State Senate race on the ballot, hold 34-33 majority
- Minnesota House of Representatives tied 67-67, power sharing arrangement necessary to function in 2025
- All bills will need bipartisan support

Timeline and Milestones

- In the first week in December, the state releases the budget forecast giving the Governor and lawmakers data on any projected surplus/deficit
- Power sharing arrangement between House Democrats and House Republicans negotiated prior to start of legislative session
- January 14, 2025 Legislature convenes
- February 28, 2025 final state budget forecast is released that determines how much of a surplus or deficit the state is facing
- Committee deadlines - House and Senate leaders will determine deadlines in March and April for committees to complete their work
- May 20, 2025 - regular session ends. If no budget is adopted, a special session will be necessary before June 30, 2025

December 2024 State Budget Forecast

- State projects a \$616 million surplus for fiscal years 2026–2027, a decrease of \$1.1 billion from February 2024 forecast
- Future economic growth is projected to slow and state government spending is projected to grow leaving the state with a projected deficit of \$5.1 billion for fiscal years 2028–2029
- State projects greater volatility in state tax collections and increased the budget reserve to \$3.2 billion (5.2%)
- February 2025 forecast will determine amount available for the next state budget

Ensure Stable, Predictable Funding

- Increase the Special Education cross subsidy reduction aid formula to 80%
- Increase the English Learner cross subsidy reduction aid formula to 80%
- Increase the general education aid formula by 2%
- Allow elected school boards to renew existing capital projects levies
- Fund ongoing unemployment insurance costs for hourly school workers
- Develop replacement compensatory revenue formula
- Fully fund requirements of the READ Act

Update Special Education Policy

- Address the mismatch of open enrollment, charter school and special education tuition billing statutes so resident district budgets do not take a disproportionate share of the cost
- Address the rapidly rising cost of special education tuition billing due to some schools' ability to bill back 100% of their costs

The District's Mission, Vision and values – Legislation

- Support legislation to limit children's access to guns by requiring trigger locks or other safe storage options
- Support improved student attendance through expanded check and connect supports
- Support efforts to improve students' mental health
- Increase funding for teacher apprenticeship and grow your own pipeline programs
- Ensure student and family data remains private

The District's Mission, Vision and values – Legislation

- Transfer district of residence to the serving district after one year for students who open enroll
- Collaborate with city and county governments to maximize supports for families
- Allow districts to use Long Term Facilities Maintenance Aid to upgrade facilities to new standards

Questions/Discussion

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



Resolution No. 2025-0001
January 14, 2025

Resolution Adopting the 2025 Legislative Agenda (2025-0001)

WHEREAS, linking the general education aid formula to inflation was a step in the right direction but only raises funding on half of the district's operating budget; and

WHEREAS, inflationary costs and contract costs have put additional pressure on district finances; and

WHEREAS, federal pandemic aid to schools was not renewed yet student pandemic-related needs remain; and

WHEREAS, state policies related to special education and school choice cuts Minneapolis Schools' special education aids by nearly \$30 million annually; and

WHEREAS, immigrant students and their families need and deserve protections to stay and thrive in our schools; and

WHEREAS, expanding the pipeline of student mental health professionals and funding to support more students is of critical need.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby adopts the 2025 Legislative Agenda (2025-0001A).

ADOPTED this 14th day of January 2025.

Chair

Clerk

RECORD OF BOARD VOTE (2025-0001)						
DIRECTOR	MOVE	SECOND	AYE	NAY	ABSTAIN	ABSENT
Abdi						
El-Amin						
Skjefte						
Cerrillo						
Norvell						
Callahan						
Beachy						
Ellison						
Emerick						

DRAFT



MINNEAPOLIS
PUBLIC SCHOOLS

2025 Legislative Agenda (DRAFT)

I. Ensure Stable, Predictable Funding

- Increase the Special Education cross subsidy reduction aid formula to 80%
- Increase the English Learner cross subsidy reduction aid formula to 80%
- Increase the general education aid formula by 2%
- Allow elected school boards to renew existing capital projects levies
- Fund ongoing unemployment insurance costs for hourly school workers
- Develop replacement compensatory revenue formula
- Fully fund requirements of the READ Act

II. Update Special Education Policy

- Address the mismatch of open enrollment, charter school and special education tuition billing statutes so resident district budgets do not take a disproportionate share of the cost
- Address the rapidly rising cost of special education tuition billing due to some schools' ability to bill back 100% of their costs

III. Enact Legislation that Supports the District's Mission, Vision and Values

- Support legislation to limit children's access to guns by requiring trigger locks or other safe storage options
- Support improved student attendance through expanded check and connect supports
- Support efforts to improve students' mental health
- Increase funding for teacher apprenticeship and grow your own pipeline programs
- Ensure student and family data remains private



- Transfer district of residence to the serving district after one year for students who open enroll
- Collaborate with city and county governments to maximize supports for families
- Allow districts to use Long Term Facilities Maintenance Aid to upgrade facilities to new standards
- Enhance protections for newcomer students
- Provide districts with incentives to convert school properties into affordable housing.

Proposed School Calendars (School Years 2025–2026, 2026–2027, and 2027–2028)

Assistant to the Superintendent and
Board Ryan Strack

Overview of key elements

	SY25-26	SY26-27	SY27-28
Same number of student contact days and hours as current	✓	✓	✓
Same approach to holidays as current	✓	✓	✓
No school on the day before Thanksgiving	✓	✓	✓
Two-week winter break and one-week spring break	✓	✓	✓
Number of mid-year prof. development days (no school)	2	1	1
No school on portions certain religious observances in support of student attendance*	4	2	2
No school on Election Day	✓	✓	■
Assumes E-Learning Day Plan in place	✓	✓	✓

*No school on the first day of Eid al Fitr, Rosh Hashanah, Yom Kippur, and Eid al Adha when it falls on a day when school would otherwise be held

Proposed calendars overview (start, end, breaks)

	SY25-26	SY26-27	SY27-28
First Day (grades 1-12)	09/2/2025	09/8/2026	09/7/2027
First Day (PreK and K)	09/4/2025	09/10/2026	09/9/2027
MEA (no school)	10/16/2025 - 10/17/2025	10/15/2026 - 10/16/2026	10/21/2027 - 10/22/2027
Winter Break (no school)	12/22/2025 - 1/2/2026	12/21/2026 - 1/1/2027	12/22/2027 - 1/4/2028
Spring Break (no school)	3/30/2026 - 4/3/2026	4/5/2027 - 4/9/2027	4/3/2028 - 4/7/2028
Last Day (all grades)	6/10/2026	6/11/2027	6/9/2028
First Day Summer School	6/22/2026	6/28/2027	6/26/2028
Last Day Summer School	7/30/2026	8/5/2027	8/3/2028

Proposed calendars overview (non-school holidays*)

	SY25-26	SY26-27	SY27-28
Labor Day	9/1/2025	9/7/2026	9/6/2027
Thanksgiving	11/27/2025	11/26/2026	11/25/2027
Friday after Thanksgiving	11/28/2025	11/27/2026	11/26/2027
Dr. Martin Luther King Jr. Day	1/19/2026	1/18/2027	1/17/2028
Presidents' Day	2/16/2026	2/15/2027	2/21/2028
Memorial Day	5/25/2026	5/24/2027	5/29/2028

*Holidays that occur during breaks are not included

Proposed calendars overview (other non-school days)

	SY25-26	SY26-27	SY27-28
Fall Conference Day	10/15/2025	10/14/2026	10/20/2027
Spring Conference Day	2/13/2026	2/12/2027	2/18/2028
Quarter 1 Record Keeping Day	11/4/2025	11/13/2026	11/12/2027
Quarter 2 Record Keeping Day	1/23/2026	1/29/2027	1/28/2028
Quarter 3 Record Keeping Day	3/27/2026	4/2/2027	3/31/2028
Professional Development Days	2/17/2026 5/26/2026	11/3/2026	2/22/2028
Certain religious observances in support of student attendance	9/23/2025 (Rosh Hashanah) 10/2/2025 (Yom Kippur) 3/20/2026 (Eid al-Fitr) 5/27/2026 (Eid al-Adha)	9/21/2026 (Yom Kippur) 3/10/2027 (Eid al-Fitr)	10/11/2027 (Yom Kippur) 5/5/2028 (Eid al-Adha)

Next steps

1. First reading of proposed calendars by school board (tonight)
2. Approval by school board (January)
3. Share approved calendars (immediately upon board approval)

Questions/Discussion

Appendix

(also shared at November 12, 2024
regular business board meeting)

Developing school calendars



Calendar development process and timeline

Plan

Draft

Review

Adopt

Share

What?

- Compiling calendar factors and researching holidays and other dates

- Drafting calendars for the next three school years (2025-26, 2026-27, 2027-28)

- Calendars for board approval contain days when school is and is not in session

- The School Board must adopt student calendars for the regular school year

- Calendars are posted on the MPS website and shared with families and staff

When?

- Fall 2024

- Fall 2024

- November 2024 regular meeting (overview)
- December 2024 regular meeting (1st reading)

- January 2025 school board meeting

- Immediately following board approval

Who?

- The Asst. to the Supt. and Board is project sponsor

- Planning committee was consulted to inform recommendations

- District leaders, School Board, and MPS community

- School Board must approve

- Communications Department and schools share final calendars with the MPS community

Instructional minimums review

Required Minimums*

Grades	Hours	Days
Pre-K	350	N/A
K	850	N/A
1-6	935	165
7-12	1,020	165

- The length of day is reported to MDE in minutes
- Meal times do not count towards instructional minutes
- At secondary level, a reasonable passing time is included
- At elementary level, recess is included

MPS Current

Grades	Hours	Days
Pre-K	1,023 (+673)	166 (N/A)
K	1,023 (+173)	166 (N/A)
1-6	1,036 (+101)	168 (+3)
7-12	1,036 (+16)	168 (+3)

- K-5 students can have 3 days off before e-learning days are needed
- 6-12 students can have 2 days off before e-learning days are needed

Calendar requirements, guiding principles, and past practices

Legal	Collective Bargaining Agreements
<p>Minimum number of days and hours</p> <p>Post-Labor Day start</p> <p>Holidays</p>	<p>Recordkeeping days</p> <p>Conference days</p>
Specifically Board-Directed (in current cycle)	Past Practice/Guideline/Feedback-Driven
<p>Not holding school on certain religious observances in support of student attendance</p> <p>No School on Election Day</p> <p>PD days embedded in the school year</p>	<p>End of quarter/record keeping days at end of weeks</p> <p>One week spring break</p> <p>Actual number of days and hours</p> <p>Two week winter break</p> <p>Wed. before Thanksgiving off</p>



2025-2026 School Calendar (DRAFT)

September

- 2** First Day of School and Quarter 1 for Grades 1-12
- 4** First Day PreK and Kindergarten
- 23** No School (Rosh Hashanah)

October

- 2** No School (Yom Kippur) **15** No School (Conferences)
- 16-17** No School (MEA Break)

November

- 3** Last Day of Quarter 1 **4** No School (Record Keeping)
- 5** First Day of Quarter 2
- 26-28** No School (Thanksgiving Break)

December

- 22-31** No School (Winter Break)

January

- 1-2** No School (Winter Break)
- 19** No School (Dr. Martin Luther King Jr. Day)
- 22** Last Day of Quarter 2 **23** No School (Record Keeping)
- 26** First Day of Quarter 3

February

- 13** No School (Conferences) **16** No School (Presidents' Day)
- 17** No School (Staff PD)

March

- 20** No School (Eid al-Fitr) **26** Last Day of Quarter 3
- 27** No School (Record Keeping)
- 30-31** No School (Spring Break)

April

- 1-3** No School (Spring Break) **6** First Day of Quarter 4

May

- 25** No School (Memorial Day) **26** No School (Staff PD/Planning)
- 27** No School (Eid al-Adha)

June

- 10** Last Day of School and Quarter 4
- 22** First Day of Summer School

July/August

- 30** Last Day of Summer School

September 2025						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2026						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2026						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2026						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Key

- No School
- First Day of the Quarter
- Last Day of the Quarter
- Summer School

Quarter and Semester Counts (Student Days)

Q1	Q2	Q3	Q4	Total
40	43	40	45	168
Semester 1: 83	Semester 2: 85			





2026-2027 School Calendar (DRAFT)

September

- 1** First Day of School and Quarter 1 for Grades 1-12
- 3** First Day PreK and Kindergarten
- 21** No School (Yom Kippur)

October

- 14** No School (Conferences)
- 15-16** No School (MEA Break)

November

- 3** No School (Staff PD/Election Day)
- 12** Last Day of Quarter 1
- 13** No School (Record Keeping)
- 16** First Day of Quarter 2
- 25-27** No School (Thanksgiving Break)

December

- 21-31** No School (Winter Break)

January

- 1** No School (Winter Break)
- 18** No School (Dr. Martin Luther King Jr. Day)
- 28** Last Day of Quarter 2
- 29** No School (Record Keeping)

February

- 1** First Day of Quarter 3
- 12** No School (Conferences)
- 15** No School (Presidents' Day)

March

- 10** No School (Eid al-Fitr)

April

- 1** Last Day of Quarter 3
- 2** No School (Record Keeping)
- 5-9** No School (Spring Break)
- 12** First Day of Quarter 4

May

- 24** No School (Memorial Day)

June

- 11** Last Day of School and Quarter 4
- 28** First Day of Summer School

July/August

- 8/5** Last Day of Summer School

September 2026						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2026						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2026						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2026						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2027						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2027						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2027						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2027						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2027						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 2027						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2027						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Key

- No School
- First Day of the Quarter
- Last Day of the Quarter
- Summer School

Quarter and Semester Counts (Student Days)

Q1	Q2	Q3	Q4	Total
43	40	41	44	168
Semester 1: 83		Semester 2: 85		





2027-2028 School Calendar (DRAFT)

September

- 7 First Day of School and Quarter 1 for Grades 1-12
- 9 First Day PreK and Kindergarten

October

- 11 No School (Yom Kippur)
- 20 No School (Conferences)
- 21-22 No School (MEA Break)

November

- 11 Last Day of Quarter 1
- 12 No School (Record Keeping)
- 15 First Day of Quarter 2
- 24-26 No School (Thanksgiving Break)

December

- 22-31 No School (Winter Break)

January

- 3 No School (Winter Break)
- 17 No School (Dr. Martin Luther King Jr. Day)
- 27 Last Day of Quarter 2
- 28 No School (Record Keeping)
- 31 First Day of Quarter 3

February

- 18 No School (Conferences)
- 21 No School (Presidents' Day)
- 22 No School (Staff PD)

March

- 30 Last Day of Quarter 3
- 31 No School (Record Keeping)

April

- 3-7 No School (Spring Break)
- 10 First Day of Quarter 4

May

- 5 No School (Eid al-Adha)
- 29 No School (Memorial Day)

June

- 9 Last Day of School and Quarter 4
- 26 First Day of Summer School

July/August

- 8/3 Last Day of Summer School

September 2027						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2027						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2027						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2027						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2028						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2028						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

March 2028						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2028						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2028						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2028						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July 2028						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2028						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Key

- No School
- Last Day of the Quarter
- First Day of the Quarter
- Summer School

Quarter and Semester Counts (Student Days)

Q1	Q2	Q3	Q4	Total
44	41	41	43	168
Semester 1: 84		Semester 2: 84		



Minneapolis Public Schools

List A: All Employees: Tuesday, December 10, 2024

Hiring - Licensed

Ikram Ahmed	Folwell Elementary	Teacher, Building Reserve	12/2/2024
Kaitlyn Anderley	Kenwood Elementary	Teacher, Special Education	11/18/2024
Emily Anderson	Edison High	Teacher, Special Education	11/13/2024
Nicholas Anderson	North High	Teacher, Social Studies	11/6/2024
Alicia Bauers	Andersen Middle	Teacher, Social Worker	11/25/2024
Az Benoit	Marcy Elementary	Teacher, High Five	12/9/2024
Camilo Caro	Andersen Middle	Teacher, English Second Language	11/20/2024
Christina Davis	Early Childhood Special Education	Teacher, Special Education	8/11/2024
Rhonda Fields	Ella Baker PK-8	Teacher, Reading	11/11/2024
Rebecca Henning	Anthony Middle	Teacher, Music	11/4/2024
Jie Hong	Folwell Elementary	Teacher, English Second Language	11/18/2024
Nicole Jacobs	Camden High	Teacher, Special Education	11/11/2024
Cameron Jones	Lyndale Elementary	Teacher, Elementary	11/7/2024
Francis Lapointe	Seward Elementary	Teacher, Elementary	11/11/2024
Seng Lor	Olson Middle	Teacher, B/B (Hmong) ESL/ELL	11/11/2024
Stacey Maupin	Kenwood Elementary	Teacher, Elementary	10/23/2024
Joshua Mckeever	Nellie Stone Johnson Elementary	Teacher, Elementary	11/11/2024
David Myles	Olson Middle	Teacher, Health	11/11/2024
Julia Porras	Folwell Elementary	Teacher, Elementary	11/6/2024
Naomi Sajadi	MPS Online 6-12	Teacher, Interventionist (Reading)	12/2/2024
Jennifer Stendahl	Hall Academy Elementary	Teacher, Special Education	11/21/2024

Minneapolis Public Schools

List A: All Employees: Tuesday, December 10, 2024

Hiring - Non Licensed

Saed Abdi	Seward Elementary	Associate Educator	11/19/2024
Keshawn Alexander	Engineers, Zone 1	Custodian	11/6/2024
Sara Anderson	CWS, Site Group 4 - Central East	Food Service Assistant	11/11/2024
Wendy Andres Martinez	Pillsbury Elementary	Special Education Assistant	11/25/2024
Monica Avila	South High	Family & Community Liaison (ESP)	11/18/2024
Jessica Bonnema	Folwell Elementary	Health Services Assistant	11/13/2024
Brian Bosveld	Edison High	Special Education Assistant	11/11/2024
Jazmine Butts	Olson Middle	Special Education Assistant	11/25/2024
Jennifer Campiz	Sullivan PK-8	School Secretary	11/18/2024
Lizbeht Caro	Las Estrellas Elementary	Associate Educator	11/12/2024
Latonia Daniels	CWS, Site Group 5 - Southwest	Food Service Assistant	11/11/2024
Tatianna Davis	Lucy Laney Elementary	Special Education Assistant	11/18/2024
William Dinga	Franklin Middle	School Success Program Assistant	11/11/2024
Cameron Dranselka	CWS, Distribution	Warehouse Specialist, Receiving	11/11/2024
Elijah Easley	SEA Cadre	Special Education Assistant	12/2/2024
Lindsey Fairbanks	Pillsbury Elementary	Health Services Assistant	11/11/2024
Brandee Fleming	Bethune Elementary	Health Services Assistant	11/22/2024
Ellis Fletcher	Engineers, Zone 1	Custodian, Senior	12/4/2024
Nubia Garcia Santos	CWS, Site Group 1 - Northwest	Food Service Assistant	11/18/2024
Nathaniel Gardner	Engineers, Zone 1	Custodian	11/13/2024
Jessica Gaston	CWS, Production	CWS Production Assistant	11/27/2024

Minneapolis Public Schools

List A: All Employees: Tuesday, December 10, 2024

Hiring - Non Licensed

Sara Gonzales Ramos	CWS, Production	CWS Production Assistant	11/27/2024
Peter Graupner	Lake Nokomis Keewaydin Elementary	Special Education Assistant	11/12/2024
Diane Green	CWS, Site Group 6 - Southeast	Food Service Assistant	11/27/2024
Glenn Gullickson	AVID Tutors	AVID Assistant	11/21/2024
Stefan Gullickson	Pratt Elementary	Associate Educator	11/13/2024
Adily Hendricks	Career and Technical Education	Office Specialist	11/18/2024
Dniya Holmes	Roosevelt High	Special Education Assistant	11/21/2024
Asiya Jama	Bancroft Elementary	Special Education Assistant	11/25/2024
Micgual Jones	SEA Cadre	Special Education Assistant	12/2/2024
Amethyst Keys	CWS, Site Group 6 - Southeast	Food Service Assistant	11/27/2024
Marcus Kimbrough	Southwest High	Special Education Assistant	11/21/2024
Charley Lewis	River Bend Education Center	Special Education Assistant	11/18/2024
Dulce Lozano Rivera	South High	Special Education Assistant	12/2/2024
Jacqueline Martinez Velez	Washburn High	Special Education Assistant	12/2/2024
Phyllis Matthews	Transportation, Regular Ed Transp.	Bus Aide	11/20/2024
Dana Mckenna	Hale Elementary	Special Education Assistant	12/2/2024
Fadumo Mohamed	CWS, Site Group 4 - Central East	Food Service Assistant	11/20/2024
Quint Mohning	Accounting & Finance	Manager, Accounting & Finance	11/25/2024
Ryan Myrold	KBEM Radio	Radio Broadcast Engineer	12/2/2024
Siri Olson	Pillsbury Elementary	Special Education Assistant	11/18/2024
Rosa Ortiz	CWS, Site Group 2 - Northeast	Food Service Assistant	11/27/2024

Minneapolis Public Schools

List A: All Employees: Tuesday, December 10, 2024

Hiring - Non Licensed

Umer Osman	Wellstone High	Health Services Assistant	11/13/2024
Katrina Perez	Early Childhood Education Program 1	Program Coordinator	12/9/2024
Ashley Pernitz	Northrop Elementary	Associate Educator	11/11/2024
Byron Pinkston	Engineers, Zone 1	Custodian	11/13/2024
Keeanna Pruitt	Transportation, Regular Ed Transp.	Bus Aide	12/4/2024
Deangelo Purnell	Jenny Lind Elementary	Special Education Assistant	12/2/2024
Safaa Roba	IT Service Management	IT Service Desk Support Technician	12/16/2024
Gina Robertson	Lyndale Elementary	Health Services Assistant	11/6/2024
Rashaana Robinson	North High	Licensed Practical Nurse	11/15/2024
Kyle Schultz	CWS, Production	Equipment Maintenance Technician	11/11/2024
Lucie Skjefte	Board Of Education	Board Of Education	11/15/2024
Edward Taylor-Collins	Folwell Elementary	Special Education Assistant	11/7/2024
Uyen Thai	Minneapolis Kids	Child Care Assistant	11/18/2024
Nicholas Tuckner	KBEM Radio	Radio Announcer	11/25/2024
Deteyonce Turner	Loring Elementary	Special Education Assistant	11/25/2024
Geneva Turner	Stadium View	School Secretary, Senior	11/13/2024
Georgianna Washington	Hmong International Academy Elementary	Special Education Assistant	12/2/2024
Melissa Washington	South High	Special Education Assistant	11/20/2024
James Witbrook	AVID Tutors	AVID Assistant	11/18/2024

Discharges

Licensed

Non-Licensed

Non-Represented

Probationary Separations

Licensed

Teacher	01-03-2025	2024-12-ER-7013
Teacher	01-03-2025	2024-12-ER-7022
Teacher	12-27-2024	2024-12-ER-6995
Teacher	01-04-2025	2024-12-ER-6982
Teacher	12-23-2024	2024-12-ER-6993

Licensed, Staff Reduction

Licensed, Discontinuance of Contract

Teacher	12-23-2024	2024-12-ER-6983
---------	------------	-----------------

Non-Licensed

Special Education Assistant	11-22-2024	2024-12-ER-7001
Custodian	11-25-2024	2024-12-ER-7011
Child Care Assistant	11-15-2024	2024-12-ER-6959
Bus Aide	11-19-2024	2024-12-ER-6980
Security Monitor	12-06-2024	2024-12-ER-7043
Special Education Assistant	12-04-2024	2024-12-ER-7023
Special Education Assistant	11-12-2024	2024-12-ER-6954
Specialist	12-02-2024	2024-12-ER-7017

Non-Licensed, Discontinuance of Contract

Non-Licensed, Staff Reduction

Layoffs

Licensed

Teacher	12-20-2024	2024-12-ER-6913
---------	------------	-----------------

Non-Licensed

Administrative Contract Non-Renewals

Wilder Complex Safe & Welcoming Entrance

Contract Sum: \$297,000.00

Architect:

ATS&R Architects & Engineers
8501 Golden Valley Road, Suite 300
Minneapolis, MN 55427

MPS Project Name and Number

Wilder Complex Safe & Welcoming Entrance
3320 Elliot Ave.
Minneapolis, MN 55407
Minneapolis Public Schools Project Number: 24WILD001
RFP 20-41

Description

Architectural and engineering services for small addition and enhancement of the Laura Ingalls Wilder Complex to accommodate new safe & welcoming entrance on SW corner of building at Door #1. This project would also include the filling of the exterior sunken courtyard to help make a safer and accessible entrance for all students and visitors to any of the 9 programs at the Wilder Complex.

Contract Documents

AIA Document B101-2017
Exhibit A – Project Charter
Exhibit B – Project Design Milestones & Deliverables
Exhibit C – Owner Insurance
Exhibit D – Owner Requirements



AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 13th day of November in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

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

ATS&R Architects & Engineers
8501 Golden Valley Road, Suite 300
Minneapolis, MN 55427

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

Wilder Complex Safe & Welcoming Entrance
3320 Elliot Ave., Minneapolis, MN 55407
Minneapolis Public Schools Project Number: 24WILD001

The Owner and Architect agree as follows.

The standards of professional services are set forth in this document and schedule of exhibits as follows:

EXH-A Project Charter
EXH-B Project Design Milestones & Deliverables
EXH-C Owner Insurance
EXH-D Owner Requirements

ADDITIONS AND DELETIONS:

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

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

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:58:45 CT on 11/13/2024 under Order No.4104251278 which expires on 03/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents[®] Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA3E)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Defined in EXH-A Project Charter

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Defined in EXH-A Project Charter

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Defined in EXH-A Project Charter

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:58:45 CT on 11/13/2024 under Order No.4104251278 which expires on 03/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA3E)

Defined in EXH-B Project Design Milestones & Deliverables

.2 Construction commencement date:

Defined in EXH-A Project Charter and EXH-B Project Design Milestones & Deliverables

.3 Substantial Completion date or dates:

Defined in EXH-A Project Charter

.4 Other milestone dates:

Defined in EXH-B Project Design Milestones & Deliverables

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Defined in EXH-A Project Charter

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Sustainable Design solutions which optimize or promote improved energy efficiency, occupant well-being, comfort, health, and improved long-term maintenance serviceability as standard to LEED rating system and B3 requirements are valued. Owner will not pursue LEED certification or complete B3 compliance. The Architect is not required to provide additional services for Sustainable Design.

(Paragraph Deleted)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Ann Cerney, Project Manager
Capital Planning, Construction, & Maintenance
Minneapolis Public Schools, SSD#1
1250 West Broadway Ave
Minneapolis, MN 55411

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

MPS QA/QC trades personnel, MPS Stakeholders, MPS Steering Committee

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Commissioning Agent, Geotechnical Engineer, Special Inspections, Hazardous Materials Abatement, Special Testing, and Investigative Analysis

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Mechanical & Electrical Engineering: ATS&R Associates

Structural Engineering: IMEG

Civil Engineering: Loucks

Access Control/Camera design: True North Consulting by MPS

§ 1.1.11 The Architect shall retain the consultants identified in EXH-A Project Charter.

(Paragraphs Deleted)

§ 1.1.12 Other Initial Information on which the Agreement is based:

Professional Consultant Team as defined in EXH-A Project Charter

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain insurance as defined in EXH-C Owner Insurance until termination of this Agreement and for the period of the statutes of repose set forth in Minnesota Statute 541.051, so long as such insurance is commercially available and reasonably affordable. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits as defined in EXH-C Owner Insurance.

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

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Defined in EXH-C Owner Insurance.

§ 2.5.4 Workers' Compensation at statutory limits. Defined in EXH-C Owner Insurance.

§ 2.5.5 Employers' Liability with policy limits as defined in EXH-C Owner Insurance.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits as defined in EXH-C Owner Insurance.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Architect's Basic Services are defined in EXH-B Project Design Milestones & Deliverables.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt (within 7-10 business days of discovery) written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. The Architect is encouraged to provide prompt written notice to the Owner within this timeframe; it is most critical during the construction administration phase.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information and defined in EXH-B Project Design Milestones & Deliverables. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities and initiate governmental planning review processes as defined in EXH-B Project Design Milestones & Deliverables.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect shall fully cooperate and coordinate with the Owner and its hired Commissioning Agent during all phases of design, construction, and commissioning to achieve the Project's final completion and full systems operability and ongoing use per the approved final design. The Architect is responsible for the duration of the contract to provide adequate support to its sub-consultants who provide services integral to commissioning.

§ 3.1.8 The Architect shall assist the Owner in connection with the Owner's responsibility to communicate the project design and construction to the school community, school neighbors, and neighborhood associations.

§ 3.1.9 The Owner shall provide available historical building documentation and the Architect shall field verify building elements as a basis for design. Additional design fees and reimbursable expenses incurred by the Architect related to remedying or addressing incorrectly identified building elements following the Architect's completion of field verification shall be borne solely by the Architect. Field verification shall include (1) field measurements of readily visible elements, (2) removing and replacing lay-in ceiling tiles, and (3) opening and closing access panels. The Architect is encouraged to identify areas that are not readily visible and merit further destructive testing that may include (1) drilling holes to use a scope camera to see inside a wall, (2) cutting small holes to identify sub surface conditions, or (3) moving non-functioning equipment to facilitate investigation. The Owner will perform any requested destructive testing. The Architect is responsible for field verification for the portion of the building within the scope of services. Field verification and destructive testing shall not be required for portions of the building or building systems that are not within the scope of services as defined in AIA G202-2013 Article
(Paragraph Deleted)

3.3.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall submit reports, documents for review, and deliverables as defined in EXH-B Project Design Milestones & Deliverables, AIA contracts G201-2013, G202-2013, and E203-2013.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner as defined in EXH-B Design Milestones & Deliverables, and request the Owner's approval before proceeding with Design Development Documents as defined in EXH-B Design Milestones & Deliverables.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Architect shall submit reports, documents for review, and deliverables as defined in EXH-B Project Design Milestones & Deliverables and AIA contracts G201-2013, G202-2013, and E203-2013.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work as defined in EXH-B Project Design Milestones & Deliverables,

Init.

and request the Owner's approval before proceeding with Construction Documents as defined in EXH-B Design Milestones & Deliverables.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall submit construction documents which are estimated to bid within 5% of the budgeted construction cost. The Cost of Work submittal is defined in EXH-B Project Design Milestones & Deliverables.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsible and responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; (4) awarding and preparing contracts for construction; and, (5) Any review of bid anomalies or irregularities requiring legal review shall be provided by the Owner.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

Init.

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise, lead, and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts, errors, or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and the Owner's written notice to proceed to Construction Administration and terminates on the date the Architect authorizes the Contractor's final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority and obligation to reject Work that does not conform to the Contract Documents unless the Owner accepts non-conforming work in writing after consulting with the Architect. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority and obligation to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority and obligation of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within five business days of requests or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent documented tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect's certification on the Certificate for Payment shall be that the percentages of Work shown on the application are completed, to the best of the Architect's knowledge, information, and belief. No judgement is made by the Architect as to the value of the Work or the value of uncompleted Work.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties including a warranty schedule of major building systems and warranty expiration dates, and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- .5 The Architect shall produce punch list items as part of the certificate of Substantial Completion issued to the Contractor. The Architect shall create the list(s), present them to the Owner, incorporate Owner feedback, and compile all punch items for the contractor in a timely manner.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list(s) including and not limited to Architectural, Civil, Mechanical, Electrical, Structural, and Plumbing systems submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner ten (10) months following substantial completion, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 The Architect shall issue an As Constructed Record set of construction documents that will consist of the As Designed Record Sets of construction documents and Revit model with redlined changes from the General

Contractor incorporated into the digital deliverables as defined in AIA G201 2013 Article 2.3 to the Owner upon final completion of the Project. The As Constructed Record documents shall reflect all digital changes made by the Architect between issuing the Bid Documents set and final completion as well as the General Contractor's redline changes. The Architect shall not be held responsible for field verification of the General Contractor's changes. The Architect's full set of deliverables during Construction Administration are defined in EXH-D Owner Requirements.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	

§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule. Additional Services are Defined in EXH-A Project Charter.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;

(Paragraphs Deleted)

- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph Deleted)

- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
or,

Init.

(Paragraph Deleted)

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 2 (two) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 1 (one) visits per week to the site by the Architect during construction
- .3 2 (two) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 1 (one) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements and stakeholder engagement requirements as defined in EXH-B Project Design Milestones & Deliverables.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:58:45 CT on 11/13/2024 under Order No.4104251278 which expires on 03/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA3E)

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided and defined in Article 2.

§ 5.8.1 Architect's responsibility in connection with the services of Owner's consultants, contractors, or design-build contractor shall be to coordinate Owner's consultants', contractors', or design-build contractor's portion of the Instruments of Service. Owner shall require consultants, contractors, or design-build contractor retained by Owner to coordinate their services and documents with those of Architect and Architect's consultants.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 The Owner shall provide coordination, installation, and procurement of furniture, furnishings, and equipment for the Project.

§ 5.17 The Owner shall provide Information Technology equipment plugged into networks. Cabling and infrastructure designed by the Architect and installed by the Contractor.

§ 5.18 The Owner shall provide Testing and Special Inspections.

§ 5.19 The Owner shall coordinate closely with the Architect and the Contractor for design and installation of security systems in the Project. The Owner shall design systems by locating cameras and designating doors for access control, the Architect shall document and complete the initial design by designing pathways, the Contractor shall install cabling and infrastructure required for the systems to be operational as well as devices, and the Owner shall work with the Contractor to program and test the
(Paragraph Deleted)

systems.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor including escalation for phased work or market conditions, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget as defined in EXH-A Project Charter and EXH-B Project Design Milestones & Deliverables. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by five percent (5%) by the lowest bona fide bid or negotiated proposal, the Owner shall

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:58:45 CT on 11/13/2024 under Order No.4104251278 which expires on 03/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA3E)

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 cooperate in revising the Project scope as required to reduce the estimated construction cost to an estimated cost within the Owner's budget. Costs or time incurred by the Architect to review the design to align with the Budget shall be borne entirely by the Architect.
- .6 implement any other mutually acceptable alternative, which may include the Owner's decision to suspend the Project, in which case the Architect shall be paid for services actually rendered under this agreement.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. The Owner retains full rights to all Instruments of Service for use in the Project and any existing or future projects.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any reasonable, quantifiable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the committed costs or performance of services attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$0

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$0

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the

Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. A hazardous material or toxic substance is any material or substance that may be considered hazardous, toxic, or otherwise subject to statutory or regulatory requirements governing handling, disposal, and/or cleanup. For purposes of this agreement, the term hazardous material shall include and not be limited to asbestos, polychlorinated biphenyl (PCB), mold, mildew, fungi, or other similar microbial conditions.

§ 10.6.1 Owner agrees to defend, indemnify, and save harmless the Architect from and against any and all liabilities, demands, claims, penalties, forfeitures, suits, and the costs and expenses arising from the discovery, presence, handling, removal, or disposal of, or exposure to hazardous materials or toxic substances (as defined in § 10.6), except to the extent that the presence of or exposure to hazardous materials or toxic substances result from the sole negligence or willful misconduct of the Architect.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Defined in EXH-A Project Charter

.2 Percentage Basis
(Insert percentage value)

Init.

() % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other

(Describe the method of compensation)

Defined in EXH-A Project Charter

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Defined in EXH-A Project Charter.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Defined in EXH-A Project Charter

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows and defined in EXH-B Project Design Milestones & Deliverables:

Schematic Design Phase	percent ()
Design Development Phase	percent ()
Construction Documents Phase	percent ()
Procurement Phase	percent ()
Construction Phase	percent ()
<hr/>		
Total Basic Compensation	one hundred percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Defined in EXH-A Project Charter

Init.

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus five percent (5 %) of the expenses incurred.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

\$0

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. The Architect shall send invoices directly to the Contract Representative named in paragraph 1.1.7.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner upon written request.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 The Architect and the Owner agree that the Project may be phased, include multiple bid packs (as few as one or as many as three) or require accelerated design deliverables to best meet the Owner's schedule of funding approvals and day one operations for building occupants. As a standard of working with the Owner the Architect agrees that additional compensation above fees for Basic Services and Additional Services as defined in EXH-A Project Charter will not be paid to the Architect to perform and deliver services within known parameters for the Project as defined in EXH-A Project Charter, EXH-B Project Design Milestones & Deliverables, and EXH-D Owner Requirements.

12.2 The Architect and the Owner agree to incorporate the Owner's feedback as defined in EXH-D Owner Requirements. The Owner's written notice to proceed to the next design phase will not be granted without written receipt of required deliverables.

12.3 If the Owner elects to employ an accelerated, phased, or fast track design process (in which some of the Architect's design services overlap the construction work and are out of sequence with the traditional delivery method), Owner does so with full recognition of the inherent risks associated with these design methodologies. Such risks include the Owner incurring costs for the Architect to coordinate and re-design portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. In recognition of the inherent risks of the fast tracking to the Architect and the benefits to the Owner, the Owner agrees to (i) waive all claims against the Architect for design changes, delays, disruptions, or other modifications of portions of the Work already constructed due to the Owner's decision to employ the fast track process and (ii) indemnify and hold the Architect harmless, to the maximum extent permitted by law, from any and all damage, liability, and cost, including reasonable attorney fees and defense costs, arising from third party claims, excepting those attributable to the negligence of the Architect or those for whom the Architect is legally liable. To compensate the Architect for all Additional Services required to modify, correct, or adjust the Construction Documents and coordinate them in order to meet the Owner's program requirements because of the Owner's decision to construct the Project in a fast track manner. Owner further agrees to include in the budget for the Project sufficient contingencies to cover such Additional Services.

12.4 The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, other natural disasters; fires, riots, acts of terrorism, war, or other emergencies or acts of God.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- 1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- 2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

January 31, 2020

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:58:45 CT on 11/13/2024 under Order No.4104251278 which expires on 03/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA3E)

- .3 Exhibits: A-D as identified on page 1 of this agreement and named below
- .4 AIA Document G201-2013 Project Digital Data Protocol Form
- .5 AIA Document G202-2013 Project Building Information Modeling Protocol Form
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- EXH-A Project Charter
- EXH-B Project Design Milestones & Deliverables
- EXH-C Owner Insurance
- EXH-D Owner Requirements

.6 Other documents:
(List other documents, if any, forming part of the Agreement.)

AIA Document A201-2017 General Conditions

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

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)
Eric E Anderson, AIA, NCARB, Partner MN#53046

(Printed name, title, and license number, if required)

Additions and Deletions Report for **AIA® Document B101® – 2017**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:58:45 CT on 11/13/2024.

PAGE 1

AGREEMENT made as of the 13th day of November in the year 2024

...

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

...

ATS&R Architects & Engineers
8501 Golden Valley Road, Suite 300
Minneapolis, MN 55427

...

Wilder Complex Safe & Welcoming Entrance
3320 Elliot Ave., Minneapolis, MN 55407
Minneapolis Public Schools Project Number: 24WILD001

...

The standards of professional services are set forth in this document and schedule of exhibits as follows:

...

EXH-A Project Charter

...

EXH-B Project Design Milestones & Deliverables

...

EXH-C Owner Insurance

...

EXH-D Owner Requirements

PAGE 2

TABLE OF ARTICLES

...

(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

...

Defined in EXH-A Project Charter

...

Defined in EXH-A Project Charter

...

Defined in EXH-A Project Charter

PAGE 3

Defined in EXH-B Project Design Milestones & Deliverables

...

Defined in EXH-A Project Charter and EXH-B Project Design Milestones & Deliverables

...

Defined in EXH-A Project Charter

...

Defined in EXH-B Project Design Milestones & Deliverables

...

Defined in EXH-A Project Charter

...

Sustainable Design solutions which optimize or promote improved energy efficiency, occupant well-being, comfort, health, and improved long-term maintenance serviceability as standard to LEED rating system and B3 requirements are valued. Owner will not pursue LEED certification or complete B3 compliance. The Architect is not required to provide additional services for Sustainable Design.

...

Ann Cerney, Project Manager

Capital Planning, Construction, & Maintenance
Minneapolis Public Schools, SSD#1
1250 West Broadway Ave
Minneapolis, MN 55411

...

MPS QA/QC trades personnel, MPS Stakeholders, MPS Steering Committee

PAGE 4

Commissioning Agent, Geotechnical Engineer, Special Inspections, Hazardous Materials Abatement, Special Testing, and Investigative Analysis

...

Mechanical & Electrical Engineering: ATS&R Associates
Structural Engineering: IMEG
Civil Engineering: Loucks
Access Control/Camera design: True North Consulting by MPS

...

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:EXH-A Project Charter.

...

(List name, legal status, address, and other contact information.)

...

§ 1.1.11.1 ~~Consultants retained under Basic Services:~~

...

~~.1 Structural Engineer:~~

...

~~.2 Mechanical Engineer:~~

...

~~.3 Electrical Engineer:~~

...

§ 1.1.11.2 ~~Consultants retained under Supplemental Services:~~

...

Professional Consultant Team as defined in EXH-A Project Charter

...

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

...

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

PAGE 5

§ 2.5 The Architect shall maintain ~~the following insurance until termination of this Agreement.~~ insurance as defined in EXH-C Owner Insurance until termination of this Agreement and for the period of the statutes of repose set forth in Minnesota Statute 541.051, so long as such insurance is commercially available and reasonably affordable. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

...

§ 2.5.1 Commercial General Liability with policy limits ~~of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage as defined in EXH-C Owner Insurance.~~

...

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

...

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Defined in EXH-C Owner Insurance.

...

§ 2.5.4 Workers’ Compensation at statutory limits. Defined in EXH-C Owner Insurance.

...

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

...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of ~~not less than (\$) per claim and (\$) in the aggregate~~.as defined in EXH-C Owner Insurance.

...

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~ ~~policies~~ for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

...

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Architect's Basic Services are defined in EXH-B Project Design Milestones & Deliverables.

PAGE 6

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt (within 7-10 business days of discovery) written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. The Architect is encouraged to provide prompt written notice to the Owner within this timeframe; it is most critical during the construction administration phase.

...

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial ~~Information~~. Information and defined in EXH-B Project Design Milestones & Deliverables. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

...

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and ~~entities~~.entities and initiate governmental planning review processes as defined in EXH-B Project Design Milestones & Deliverables.

...

§ 3.1.7 The Architect shall fully cooperate and coordinate with the Owner and its hired Commissioning Agent during all phases of design, construction, and commissioning to achieve the Project's final completion and full systems operability and ongoing use per the approved final design. The Architect is responsible for the duration of the contract to provide adequate support to its sub-consultants who provide services integral to commissioning.

...

§ 3.1.8 The Architect shall assist the Owner in connection with the Owner's responsibility to communicate the project design and construction to the school community, school neighbors, and neighborhood associations.

...

§ 3.1.9 The Owner shall provide available historical building documentation and the Architect shall field verify building elements as a basis for design. Additional design fees and reimbursable expenses incurred by the Architect related to remedying or addressing incorrectly identified building elements following the Architect's completion of field verification shall be borne solely by the Architect. Field verification shall include (1) field measurements of readily visible elements, (2) removing and replacing lay-in ceiling tiles, and (3) opening and closing access panels. The Architect is encouraged to identify areas that are not readily visible and merit further destructive testing that may include (1) drilling holes to use a scope camera to see inside a wall, (2) cutting small holes to identify sub surface conditions, or (3) moving non-functioning equipment to facilitate investigation. The Owner will perform any requested destructive testing. The Architect is responsible for field verification for the portion of the building within the scope of services. Field verification and destructive testing shall not be required for portions of the building or building systems that are not within the scope of services as defined in AIA G202-2013 Article

...

§

...

3.3.

PAGE 7

§ 3.2 Schematic Design Phase Services

...

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall submit reports, documents for review, and deliverables as defined in EXH-B Project Design Milestones & Deliverables, AIA contracts G201-2013, G202-2013, and E203-2013.

...

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Owner as defined in EXH-B Design Milestones & Deliverables, and request the Owner's approval before proceeding with Design Development Documents as defined in EXH-B Design Milestones & Deliverables.

...

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Architect shall submit reports, documents for review, and deliverables as defined in EXH-B Project Design Milestones & Deliverables and AIA contracts G201-2013, G202-2013, and E203-2013.

PAGE 8

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, ~~and request the Owner's approval.~~ Work as defined in EXH-B Project Design Milestones & Deliverables, and request the Owner's approval before proceeding with Construction Documents as defined in EXH-B Design Milestones & Deliverables.

...

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall submit construction documents which are estimated to bid within 5% of the budgeted construction cost. The Cost of Work submittal is defined in EXH-B Project Design Milestones & Deliverables.

...

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsible and responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; ~~and,~~ (4) awarding and preparing contracts for ~~construction-construction~~; and, (5) Any review of bid anomalies or irregularities requiring legal review shall be provided by the Owner.

...

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect ~~shall, as an Additional Service, shall~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

PAGE 9

§ 3.6.1.2 The Architect shall ~~advise-advise, lead,~~ and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent ~~acts-acts, errors,~~ or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

...

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and the Owner's written notice to proceed to Construction Administration and terminates on the date the Architect ~~issues the~~ authorizes the Contractor's final Certificate for Payment.

...

§ 3.6.2.2 The Architect has the authority and obligation to reject Work that does not conform to the Contract Documents. ~~Documents unless the Owner accepts non-conforming work in writing after consulting with the Architect.~~ Whenever the Architect considers it necessary or advisable, the Architect shall have the authority and obligation to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority and obligation of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

...

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within ~~any time limits agreed upon~~ five business days of requests or otherwise with reasonable promptness.

PAGE 10

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent documented tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect's certification on the Certificate for Payment shall be that the percentages of Work shown on the application are completed, to the best of the Architect's knowledge, information, and belief. No judgement is made by the Architect as to the value of the Work or the value of uncompleted Work.

...

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with ~~information given and the design concept expressed in~~ the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

PAGE 11

- .3** forward to the Owner, for the Owner's review and records, written warranties including a warranty schedule of major building systems and warranty expiration dates, and related documents required by the Contract Documents and received from the Contractor; and,

...

- .5** The Architect shall produce punch list items as part of the certificate of Substantial Completion issued to the Contractor. The Architect shall create the list(s), present them to the Owner, incorporate Owner feedback, and compile all punch items for the contractor in a timely

...

manner.

...

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the ~~list~~ list(s) including and not limited to Architectural, Civil, Mechanical, Electrical, Structural, and Plumbing systems submitted by the Contractor of Work to be completed or corrected.

...

§ 3.6.6.5 Upon request of the ~~Owner~~, Owner ten (10) months following substantial completion, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

PAGE 12

§ 3.6.6.6 The Architect shall issue an As Constructed Record set of construction documents that will consist of the As Designed Record Sets of construction documents and Revit model with redlined changes from the General Contractor incorporated into the digital deliverables as defined in AIA G201 2013 Article 2.3 to the Owner upon final completion of the Project. The As Constructed Record documents shall reflect all digital changes made by the Architect between issuing the Bid Documents set and final completion as well as the General Contractor's redline changes. The Architect shall not be held responsible for field verification of the General Contractor's changes. The Architect's full set of deliverables during Construction Administration are defined in EXH-D Owner Requirements.

PAGE 13

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule. Additional Services are Defined in EXH-A Project Charter.

...

- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are ~~either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;~~

...

- ~~.5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;~~

...

- ~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~

...

~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing;~~

...

~~.9 Evaluation of the qualifications of entities providing bids or proposals;~~

PAGE 14

~~.11 Assistance to the Initial Decision Maker, if other than the Architect.~~

...

.1 2 (two) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

.2 1 (one) visits per week to the site by the Architect during construction

...

.3 2 (two) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

.4 1 (one) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site ~~requirements~~requirements and stakeholder engagement requirements as defined in EXH-B Project Design Milestones & Deliverables.

PAGE 15

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work ~~provided~~provided and defined in Article 2.

...

§ 5.8.1 Architect's responsibility in connection with the services of Owner's consultants, contractors, or design-build contractor shall be to coordinate Owner's consultants', contractors', or design-build contractor's portion of the Instruments of Service. Owner shall require consultants, contractors, or design-build contractor retained by Owner to coordinate their services and documents with those of Architect and Architect's consultants.

PAGE 16

§ 5.16 The Owner shall provide coordination, installation, and procurement of furniture, furnishings, and equipment for the Project.

...

§ 5.17 The Owner shall provide Information Technology equipment plugged into networks. Cabling and infrastructure designed by the Architect and installed by the Contractor.

...

§ 5.18 The Owner shall provide Testing and Special Inspections.

...

§ 5.19 The Owner shall coordinate closely with the Architect and the Contractor for design and installation of security systems in the Project. The Owner shall design systems by locating cameras and designating doors for access control, the Architect shall document and complete the initial design by designing pathways, the Contractor shall install cabling and infrastructure required for the systems to be operational as well as devices, and the Owner shall work with the Contractor to program and test the

...

ARTICLE

...

systems.

...

ARTICLE 6 COST OF THE WORK

...

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of ~~labor~~, labor including escalation for phased work or market conditions, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

...

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of

construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's ~~budget.~~ budget as defined in EXH-A Project Charter and EXH-B Project Design Milestones & Deliverables. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

...

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work ~~shall~~ may be adjusted to reflect changes in the general level of prices in the applicable construction market.

...

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by five percent (5%) by the lowest bona fide bid or negotiated proposal, the Owner shall

PAGE 17

.5 cooperate in revising the Project scope as required to reduce the estimated construction cost to an estimated cost within the Owner's budget. Costs or time incurred by the Architect to review the design to align with the Budget shall be borne entirely by the Architect.

...

~~implement any other mutually acceptable alternative.~~ 6 implement any other mutually acceptable alternative, which may include the Owner's decision to suspend the Project, in which case the Architect shall be paid for services actually rendered under this agreement.

...

§ 7.4 ~~Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. The Owner retains full rights to all Instruments of Service for use in the Project and any existing or future projects.~~

PAGE 18

[] Litigation in a court of competent jurisdiction

PAGE 19

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any reasonable, quantifiable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

PAGE 20

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the committed costs or performance of services attributable to the Architect's termination of consultant agreements.

...

\$0

...

\$0

PAGE 21

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. A hazardous material or toxic substance is any material or substance that may be considered hazardous, toxic, or otherwise subject to statutory or regulatory requirements governing handling, disposal, and/or cleanup. For purposes of this agreement, the term hazardous material shall include and not be limited to asbestos, polychlorinated biphenyl (PCB), mold, mildew, fungi, or other similar microbial conditions.

...

§ 10.6.1 Owner agrees to defend, indemnify, and save harmless the Architect from and against any and all liabilities, demands, claims, penalties, forfeitures, suits, and the costs and expenses arising from the discovery, presence, handling, removal, or disposal of, or exposure to hazardous materials or toxic substances (as defined in §

...

10.6), except to the extent that the presence of or exposure to hazardous materials or toxic substances result from the sole negligence or willful misconduct of the Architect.

...

Defined in EXH-A Project Charter

PAGE 22

Defined in EXH-A Project Charter

...

Defined in EXH-A Project Charter.

...

Defined in EXH-A Project Charter

...

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: follows and defined in EXH-B Project Design Milestones & Deliverables:

...

Defined in EXH-A Project Charter

PAGE 23

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5 %) of the expenses incurred.

...

\$0

...

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. The Architect shall send invoices directly to the Contract Representative named in paragraph 1.1.7.

PAGE 24

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner ~~at mutually convenient times upon~~ written request.

...

12.1 The Architect and the Owner agree that the Project may be phased, include multiple bid packs (as few as one or as many as three) or require accelerated design deliverables to best meet the Owner's schedule of funding approvals and day one operations for building occupants. As a standard of working with the Owner the Architect agrees that additional compensation above fees for Basic Services and Additional Services as defined in EXH-A Project Charter will not be paid to the Architect to perform and deliver services within known parameters for the Project as defined in EXH-A Project Charter, EXH-B Project Design Milestones & Deliverables, and EXH-D Owner Requirements.

12.2 The Architect and the Owner agree to incorporate the Owner's feedback as defined ni EXH-D Owner Requirements. The Owner's written notice to proceed to the next design phase will not be granted without written receipt of required deliverables.

12.3 If the Owner elects to employ an accelerated, phased, or fast track design process (in which some of the Architect's design services overlap the construction work and are out of sequence with the traditional delivery method), Owner does so with full recognition of the inherent risks associated with these design methodologies. Such risks include the Owner incurring costs for the Architect to coordinate and re-design portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents,

and costs for the Contractor to remove and replace previously installed Work. In recognition of the inherent risks of the fast tracking to the Architect and the benefits to the Owner, the Owner agrees to (i) waive all claims against the Architect for design changes, delays, disruptions, or other modifications of portions of the Work already constructed due to the Owner's decision to employ the fast track process and (ii) indemnify and hold the Architect harmless, to the maximum extent permitted by law, from any and all damage, liability, and cost, including reasonable attorney fees and defense costs, arising from third party claims, excepting those attributable to the negligence of the Architect or those for whom the Architect is legally liable. To compensate the Architect for all Additional Services required to modify, correct, or adjust the Construction Documents and coordinate them in order to meet the Owner's program requirements because of the Owner's decision to construct the Project in a fast track manner. Owner further agrees to include in the budget for the Project sufficient contingencies to cover such Additional Services.

12.4 The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, other natural disasters; fires, riots, acts of terrorism, war, or other emergencies or acts of God.

...

- .2 AIA Document E203™-2013, Building Information Modeling Exhibit, if completed; and Digital Data Exhibit, dated as indicated below:

...

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

...

January 31, 2020

PAGE 25

- .3 Exhibits: A-D as identified on page 1 of this agreement and named below

...

- .4 AIA Document G201-2013 Project Digital Data Protocol Form

...

- .5 AIA Document G202-2013 Project Building Information Modeling Protocol Form

...

Other Exhibits incorporated into this Agreement:

...

EXH-A Project Charter

...

EXH-B Project Design Milestones & Deliverables

...

EXH-C Owner Insurance

...

EXH-D Owner Requirements

...

~~4~~.6 Other documents:

...

AIA Document A201-2017 General Conditions

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:58:45 CT on 11/13/2024 under Order No. 4104251278 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Curtis Hartog, Executive Director

(Title)

11/13/2024

(Dated)

EXHIBIT A - Project Charter

Project Identification, Intent, and Scope

Wilder Complex Safe & Welcoming Entrance
3320 Elliot Ave.
Minneapolis, MN 55407
Minneapolis Public Schools Project Number: 24WILD001

Description

Architectural and engineering services for small addition and enhancement of the Laura Ingalls Wilder Complex to accommodate new safe & welcoming entrance on SW corner of building at Door #1. This project would also include the filling of the exterior sunken courtyard to help make a safer and accessible entrance for all students and visitors to any of the 9 programs at the Wilder Complex.

Project Summary

Project Delivery Method: Design-Bid-Build

Construction Budget: \$3,650,000.00

Construction Substantial Completion: December 1, 2025

Scope/Budget Context

It is possible that project scope items, not included in the Project Scope below, will be known at the commencement of project design or become apparent during design to one or more of the multiple stakeholders who may be represented on the Project Steering Committee and Project Review Committee. Some of these additional scope items will be desirable on their own merits but may not be possible due to project construction budget. Therefore, discipline on the part of the Consultant will be expected to focus on Project Scope identified below, while also documenting and, if requested, reviewing such items for possible inclusion in this project scope in lieu of scope defined below, or in future District capital projects.

Accordingly, not all the Building Context information contained herein will be applicable to project scope, but it is intended to inform the design process such that, at the conclusion of construction, the existing building is better positioned for current and future instructional activities; and additional capital investment that might be funded in future capital plans.

Project Schedule

Project Phase	Suggested Completion Date
BOE Design Contract Approval	December 10, 2024
Schematic Design Completion	December 15, 2024
Stakeholder Review, Steering Committee Review, QAQC Review	Late December 2024
Design Development Completion	December 31, 2024
Cost Estimate #1	December 31, 2024
Construction Documents	January 15, 2025
Cost Estimate #2	January 15, 2025
Stakeholder Review, Steering Committee Review, QAQC Review	Late January 2025
Bid Documents Issued	February 14, 2025
Cost Estimate #3	February 14, 2025
Pre-Bid Meeting	February 25, 2025
Addendum #1 Issued	March 4, 2025
Bid Due Date	March 13, 2025
BOE Construction Contract Approval	April 8, 2025 HARD DATE
Pre-Construction Activities	April, 2025
Construction start	April, 2025
Construction substantial completion	December 15, 2025
Construction final completion	December 30, 2025
Warranty period ends (one year)	December 2026

Project Staff

The following MPS staff are anticipated to serve on the **Steering Team**

Ann Cerney	Project Manager – Capital Planning, Construction, and Maintenance (CPCM)
Curt Hartog	Executive Director - CPCM
Tom Parent	Senior Operations Officer
Grant Lindberg	Director, Plant Maintenance
Laura Cavender	Associate Superintendent
Dan Goemann	Master Planner - CPCM

The following MPS staff are anticipated to serve on the **Stakeholder Team**

Ann Cerney	Project Manager – Capital Planning, Construction, and Maintenance (CPCM)
Isabel Rodriguez	Principal, Heritage High School & Wellstone High School
Cynthia Hillyer	Director, ECE First Stop
Jason Backes	Principal, Metro
Elizabeth Fields	Director, ECE Family Education
Carissa Tebben	Director, ECSE Special Education
Iftu Hunte	Program Coordinator, First Stop

The following MPS staff are anticipated to serve on the **Trades QAQC Team**

Ann Cerney	Project Manager – Capital Planning, Construction, and Maintenance (CPCM)
Jacob Vadnais	Carpenter, General Foreman
Brian Fritch	Carpenter. QAQC
Jason Kohnen	DDC Tech – QAQC Programmer
Justin Greif	Electrical, QAQC, General Foreman
Dan Skeie	Pipefitters, QAQC
James Rajala	Plumbing, QAQC
Troy Eiklenborg	Sheetmetal, QAQC
Matt Rozowski	Roofing, General Foreman
Jason Lindstrom	Sprinkler, General Foreman
Joseph Scull	KFI Engineers, Sprinkler QAQC
Jason Worwa	Enterprise IT Dept
Galiena Boyajian	IT - Communications
Brandon Frasier	True North Consulting

Project Communications

Consultant and District representative will coordinate the development and implementation of a project communications plan, including:

Communication
Meetings with Steering Team
Meetings with Stakeholder Team
Presentations to Community Groups if needed
Project web page updates
Project e-updates
Updates for elected representatives
Updates for families and staff
Updates for neighborhood
Construction signage
Board of Education updates

Total Project Budget

TOTAL PROJECT BUDGET (inclusive of all fees and soft costs): **\$4,400,000.00**

Includes architectural and engineering services (mechanical, electrical, civil, structural), access control/camera design and consulting, site survey, geotechnical exploration (soil borings), all construction costs, construction testing, special inspections and testing, fixtures, furniture & equipment, hazardous materials testing and removal, contingency, QAQC, MPS Operations, etc.

Design & Engineering	\$	297,000
ATS&R SD 2020 Fees	\$	22,528
Design Contingency	\$	6,000
True North Consulting	\$	15,000
KFI Fire Sprinkler QAQC	\$	5,000
Construction	\$	3,650,000
Constr Contingency	\$	141,992
Construction Testing	\$	5,000
Project Mgmt/GOH	\$	75,640
Operations	\$	10,840
Hazmat	\$	66,000
FF&E	\$	105,000
TOTAL BUDGET BREAKDOWN	\$	4,400,000

Consultant’s Fee, Hourly Rates, and Reimbursable Expenses

Compensation for Project Services as defined herein is a fixed fee of **\$297,000.00**. Basic Design Services will be allocated to the phases of work as defined in EXH-B Project Design Milestones & Deliverables.

Above fee includes the following allowances:

Reimbursable expenses: \$ 5,000.00

Exhibit B – Project Design Milestones & Deliverables

Project Design Milestones

Architect Responsibilities		Owner Responsibilities
Fully Executed Contract	0%	
	1%	Project Steering Team Kickoff
	5%	QAQC Existing Conditions Review
	10%	Project Stakeholder Team Kickoff
Three Design Options Delivered	15%	
City Planning Processes initiated	20%	
Schematic Design Report Delivered	25%	
	35%	MEP Systems Decisions Made
Design Development Report Delivered	50%	All major scope items have final decisions
	75%	QAQC Comprehensive Design Review
Construction Document Report Delivered	80%	
Procurement Begins	90%	
	95%	
Bid Period Ends	99%	
	100%	Fully Executed Construction Contract

Design Milestones

0% Complete – Fully executed architectural contract

Once the Architect has a fully executed contract, work may commence. The Architect and Design team are required to review Minneapolis Public Schools (MPS) District Master Specifications using SpecLink Cloud. Previous project specifications shall not be used as a template for new projects. All changes to MPS Master Specifications will be recorded with track changes, with additions and deletions clearly identified at each Design Report Phase. The Architect and Design team shall utilize the MPS Design Guidelines in the development of the Work. Deviations from design guidelines shall be documented and sent to the Owner for Approval. The Architect and Design team shall conform to the MPS Revit and Drafting Standards including MPS sheet numbering conventions and begin the Work with the MPS Revit template provided by the Owner.

1% Complete – Project Steering Team Kickoff Meeting

The Owner will schedule the first meeting of the Project Steering Team, a team that discusses project scope, schedule, and budget and makes recommendations to the Owner. This team needs to meet at the onset of the project to provide background and input for the Architect and Design team. The meeting will include:

1. Welcome and Introductions
2. Team roles and responsibilities
3. Communication protocol and confidentiality agreement
4. Project Overview
5. Next Steps

The Architect and Design team is expected to provide a presentation, a clear ask of the group, and any available graphics that can describe the scope of work to the team. Graphics at this stage may include aerial photographs, photographs of the building and site, massing models if available, or rudimentary renderings if available. The QAQC team may present suggested maintenance items that could be requested to be incorporated into the project. Generally, the maintenance needed matches the project budget detail. However, on occasion, the maintenance required for the project may change to accommodate the most needed items.

5% Complete – Quality Assurance / Quality Control (QAQC) #1 – Existing Conditions Meeting

The Owner will coordinate a meeting with the Architect and Design team and the Owner's QAQC team. The purpose of the meeting is to:

1. Introduce the Architect and Design team to the QAQC team
2. Allow the QAQC team an opportunity to present important existing conditions to the Architect and Design team.
3. Inform the Architect and Design team of any work that has been performed during pre-planning of the project and can be removed from scope.
4. Document all presented conditions for future reference whether they are included in the budget provided by the Owner at project kickoff or if they are outside the scope of the Work.
5. Identify known deficiencies in the building that are identified in the budget provided by the Owner at project kickoff.
6. Provide the Owner an opportunity to present deficiencies not identified in the budget that should be considered as part of the Work.

The Architect is expected to provide:

- Sign in sheet
- One person whose sole role at the meeting is to document the conversation and take photographs as needed
- Minutes that capture all presented conditions and general discussions during the meeting.
- If multiple component meetings are conducted (e.g. mechanical, electrical, plumbing) the Architect shall assign a person to each team to document the review.

10% Complete – Project Stakeholder Team Kickoff Meeting

The Owner will identify members of the Project Stakeholder team and schedule a meeting with the Architect. The Architect is expected to present preliminary information on the project that includes scope, schedule, and budget. The Architect and Design Team shall provide graphics that are easy to interpret for a non-technical audience such as 3-D views, renderings, photographs, or video fly throughs.

15% Complete - Three Options Delivered

The Architect and Design Team will deliver at least three options to illustrate proposed solutions that will be presented to the Steering Team. All three options must be within the budget provided by the Owner at project kickoff and address programmatic and maintenance goals of the Work. The goal of the meeting is to present options to the Steering Team and ask for recommendations to proceed with design. The Architect is responsible for providing:

- Images that depict the scope options in 3-D formats. Acceptable formats are:
 - Greyscale camera views from Revit
 - Video flythrough
 - perspectives
- Color-coded floor plan that clearly describes scope of work and any associated programmatic moves within the building.
- A table summary of preliminary costs broken into categories of maintenance and new items
- A meeting agenda
- A digital presentation as well as paper handouts
- Minutes

Estimates of expected costs at this stage shall be AACE International Class 4 levels. The cost estimate shall clearly show the expected accuracy range and provide sufficient detail and reference to determine the source and scope of the information. The estimate shall also identify potential risks to the project and estimated costs and mitigation strategies for further refinement.

20% Complete – City planning processes started

It is expected that projects with additions in excess of 2,500 sf or those that disturb more than one acre of land to take 10 to 12 weeks to complete the City of Minneapolis Planning Process. As soon as the Architect has:

- A survey, even in draft form
- A preliminary understand of how big and where any addition(s) will be
- Elevations or camera views from Revit
- Site plan, even in draft form

The Architect shall have an initial meeting with the Planning Department at the City of Minneapolis to discuss initial feedback related to site improvements and storm water conditions on the site. The architect shall invite the Owner's Project Manager to the meeting. As soon as is practicable after the meeting, the Architect shall complete the online application to begin the PDR, LUA, CUP, and variance processes. The Architect shall develop meeting minutes for all meetings with the City. The meeting minutes shall be sent to all parties in attendance for verification of items discussed and to the Owner's Project Manager.

20% Complete – Commissioning Agent kickoff

The Owner will hire a Commissioning Agent, if needed. The Commissioning Agent will be responsible for design review and input throughout the project. The Architect and Design Team will incorporate the Commissioning Agent comments upon review and approval by the Owner's Project Manager.

25% Complete – Schematic Design (SD) Report, Cost Estimate 1, Constructability Review 1, EDA preliminary report

The Architect and Design Team will deliver the Schematic Design (SD) report to the Owner for review. The SD Report will be used to make final scope determinations, select mechanical options, and determine if the project is on budget and on schedule. The Owner will to compile Owner comments to return to the Architect. The Architect will identify any non-standard equipment or processes in this report for Owner approval. SD report shall include:

- All drawings created for the project to date. This shall include a complete title page that indicates all potential drawings that will form the Construction Drawings. All drawings shall be bookmarked in Bluebeam Studio by the Architect as defined in Article 5 of the AIA E203-2015 to facilitate Owner reviews.
- MEP narratives
- Cost Estimate #1 that contains cost information for up to three mechanical options and up to two architectural variations that meet program needs. The cost estimate shall be an AACE International Class 3 estimate. The estimate shall provide enough detail to determine the major cost drivers for the project and adequate to understand the scope of the project. The cost estimate shall detail the level of accuracy and provide a narrative on the contingency value used and why. Where appropriate the maintenance items that are not part of the improvement items shall be detailed in the cost estimate
- Constructability Review #1
- Preliminary EDA report (not all projects should participate in EDA)
- All meeting minutes to date
- Survey
- City Planning Documentation
- Revit file archived at delivery of SD report

SD report must be in 8 ½ x 11 format with tabs. It must be delivered digitally as a PDF. The table of contents should read:

1. Project Background
 - a. Executive Summary
 - b. Project Goals
 - c. Program goals
 - d. Project Scope
 - e. Preliminary Project Schedule showing both design, bidding and construction schedules
2. Existing Conditions
 - a. Survey

- b. Site Plan
 - c. Code Reviews
 - d. Revit Camera Views or renderings
3. Design Options
 - a. Architectural
 - b. Mechanical
 - c. Electrical
 - d. Plumbing
 - e. Food Service (if applicable), etc.
 - f. Maintenance items identified in the 5% meeting.
4. Cost Estimate
 - a. Project Budget breakdown for consultant services
 - b. Cost Estimate. AACE International Class 3
 - c. Constructability Review. List all risks and any unknown complexities.
5. EDA report (if applicable)
6. Minutes

35% Complete – MEP decisions Made

The Owner is committed to making any major MEP decisions such as choosing system types at this stage in order to allow the Architect and Design Team to progress with drawings, designs and specifications. Documentation of decisions shall be provided in meeting minutes.

50% Complete – Design Development (DD) report, Cost Estimate 2, Constructability Review 2, Final EDA report

The Owner is committed to making design decisions early to have a robust submittal at this phase for review. For the DD Report, the Architect and Design Team shall provide:

- Enough detail completed in at least one portion of the building (or major component of the project), to produce detail sheets, an idea of design intent with mechanical systems, and architectural decisions that indicate a final configuration.
- Specification sections that represent all or nearly all sections to be included in construction documents
- All drawings needed for a Construction Document shall be identified and in order.
- All drawings shall be bookmarked in Bluebeam by the Architect as defined in Article 5 of the AIA E203-2015 to facilitate Owner reviews.

DD report shall contain:

- Digital (PDF) drawings, and SpecLink copy of the specifications.
- All drawing sheets that will be included in the final set, even if they are blank,.
- Diagrammatic layouts of building systems
- Draft specification that contains all divisions, even if they are blank
- Cost estimate #2 in organized by major CSI division for construction items and detailed non-construction items. The cost estimate shall be an AACE International Class 3 estimate that shows the accuracy range of each item and the total.
- Constructability review #2
- Final EDA report (if applicable)
- Update on City of Minneapolis planning progress (if applicable)
- Revit file archived at delivery of DD report and delivered to the Owner

The Architect shall provide one electronic copy to the Owner.

50% Complete – All major scope items have final decisions

The Owner will make final decisions on all major scope items to allow the Architect and Design Team to create detailed drawings for the next review. The deliverable from the Owner to the Architect will be written confirmation of scope decisions.

75% Complete – QAQC Comprehensive Design Review

The Architect and Design Team will prepare complete and detailed drawings and specifications for review by the Owner. The 75% set of drawings shall have 75% of all the drawings completed to 100%. All drawings in the Construction drawing set shall be identified on the index page. Detail numbering and references shown in the 75% drawings cannot be changed. Specifications shall be provided such that all specifications are identified and 75% of the specifications are in final form. All changes to the MPS District Master Specifications shall be clearly shown using track changes. New specifications that are not part of the MPS District Master Specifications shall be identified. Drawings shall be provided in Bluebeam Studio for review and comment. The Architect and Design Team shall document all comments and either incorporate them into the documents or provide an issue resolution document that details the comment and resolution and reasons not to include the change in the Construction Document. Documentation shall include all elements required to accurately describe the work. The Architect shall maintain the 75% review set for reference. The Architect shall provide the Owner with a list of unresolved comments/changes at the 90% review stage. The Owner and Architect shall document any unresolved item not included in the final project set and place that in the file.

80% Complete – Construction Document (CD) report, Cost Estimate #3, Constructability Review #3

Construction Document (CD) report is the basis for a final quality control check by the Owner. The drawings shall be complete. Cost estimates shall be at the AACE International Class 2 level with documented levels of accuracy for each item. The estimate shall include any risks, contingencies, exceptions and sources. Expected accuracy for each item is -10% to +20% or better. An estimate simulation shall be completed showing the outcome of various scenarios inside of the accuracy range. The final cost estimate shall not contain any amount for design contingency. At a minimum, 5% of the budget shall be represented in add alternates. Deliverables will include:

- Bluebeam Studio (PDF) drawing set, SpecLink of the specification. Both shall be indexed for ease of review.
- All drawings shall be bookmarked in Bluebeam by the Architect as defined in Article 5 of the AIA E203-2015 to facilitate Owner reviews.
- Specifications shall be in SpecLink Cloud.
- Correspondence relevant to City of Minneapolis Planning processes or Plan Review processes
- All drawing sheets that will be included in the final set.
- Egress plan for construction zones while building is occupied
- Diagrammatic layouts of building systems
- Draft specification that contains all divisions
- No major changes in design intent or scope can occur between DD and CD report

- Cost Estimate #3 organized by CSI division for construction items and detailed non-construction items at Class 2 level
- Constructability Review narrative
- Revit file archived at delivery of CD report

The Owner to review all documents to ensure completeness and accuracy. Architect shall incorporate Owner comments into the final construction documents prior to issuing the set for bid release.

90% Complete – Procurement Begins

100% Construction Documentation set is released for public bid. Architect will coordinate with Owner to set a date for the mandatory pre-bid meeting, publicize bid release, and produce an official “Call for bids”. Owner to approve all addenda before issued. The Architect and Design Team are expected to attend the pre-bid meeting and provide responses to questions, issue addendums and document changes to designs, specifications, and contract documents.

95% Complete – Bid Opening

This is considered as the bid opening. All addenda have been issued and questions responded to. The bid opening shall be attended by the Architect. The Architect shall provide a review of the apparent low bid and a written recommendation of award to the Owner. If the apparent low bid exceeds the cost estimate provided by the Architect, a detailed review and analysis shall be conducted by the Architect and Design Team to determine the areas that caused the over bid. The Architect shall also make a written recommendation to accept or deny the alternates in the bid document.

100% Complete – Fully executed contract between Owner and General Contractor

The Architect shall submit to the Owner the Revit file containing the Construction drawings, the specifications, and any addenda issued. The Owner shall prepare the contract documents for award of the contract, issue the notice of award to the Contractor, and collect the payment and performance bonds, insurance, letter of assent and other documents. Upon MPS Board of Education official approval of the general construction contract, the Architect shall prepare a draft “Notice to Proceed” for the Contractor, which will be reviewed by the Owner prior to issuing to the Contractor.

Construction Phase

The Architect shall prepare all meeting agendas and produce weekly meeting minutes for all meetings throughout the construction phase. The Architect will notify the Owner of discussion topics prior to the scheduled meeting so the Owner may invite the appropriate MPS staff and QAQC personnel to participate in the meeting. Meeting minutes for all meetings shall be distributed within 5 working days following the meeting.

Submittals

Procure, Submittal Exchange, or similar program shall be used for review and approval of all submittals.

The Architect shall review Submittal Log prepared by Contractor. The Architect and Design Team shall document submittal schedule variances and provide the information to the Contractor and the Owner at least once a week.

The following process shall be used for review of all submittals:

1. Contractor reviews all submittals for adherence to plans and specifications, and if acceptable, forwards to design or engineering team for review and comment. If not adherent to plans and specifications, submittal is returned to vendor to revise & resubmit.
2. The design or engineering team reviews all submittals for adherence to plans and specifications,



and if acceptable, forwards to design or engineering team for review and comment. If not acceptable, submittal is returned to contractor/vendor to revise & resubmit.

3. MPS QAQC team reviews all submittals, and if acceptable, forwards to MPS Project Manager, Ann Cerney, for review and comment. If not acceptable, submittal is returned to contractor/vendor to revise & resubmit.
4. MPS Project Manager, Ann Cerney, reviews all submittals for final approval. If acceptable, submittal is returned to contractor/vendor for fabrication. If not acceptable, submittal is returned to contractor/vendor to revise & resubmit.

The Architect shall review all submittals and determine if the submittal meets the Contract Documents. Each submittal shall be labeled with a stamp or similar that identifies the reviewer of the submittal, date of review and action. Submittals shall be marked as:

- No exception taken
- Make Corrections Noted
- Revise and Resubmit
- Rejected
- No submittal is required

If the Architect or Engineer or and Design Team is unclear as to the requirements of the contract documents, or should they need input from the Owner, they shall contact the Owner's Project Manager. All substitution requests shall be sent to the Owner for review. The Owner requires a minimum of one week for all reviews.

Substantial Completion

The Architect and Design Team shall review the punch list provided by the Contractor to verify the list is complete and accurate based on the Architect's review. The Architect and Design Team shall issue a preliminary final punch list of items to the Owner and schedule a punch list site review with the Owner. The punch list may be modified because of the Owner's punch list site review.

The Architect shall then issue a final punch list to the Owner and Contractor. If the Owner, Architect, and Design Team deem the project substantial complete in accordance with Contract Documents, the Architect shall prepare and deliver a Certificate of Substantial Completion to the Contractor and Owner establishing the date of substantial completion.

The punch list provided at the time of Substantial Completion shall include the Architect's estimate of costs to repair each of the items on the punch list. The estimate provided shall form the basis of the amount of retainage to be withheld for the punch list items in accordance with Minnesota Statute. Issuance of the Certificate of Substantial Completion shall include the final punch list and establish the date of substantial completion.

The punch list shall include a complete list of all close-out manuals, warranties, commissioning reports and other items required by the Contractor as part of the Contract Documents that was not previously provided to the Owner and accepted.

If the project is not deemed substantially complete by the date established in the Contract Documents, the Architect will inform the Contractor of the liquidated damages provision in the Contract Document and apply liquidated damages to the next progress payment as directed by the Owner until the Certificate of Substantial Completion is issued.

Final Completion

The Architect and Design Team shall schedule and be present at the final completion walk through with the Owner. This walk through shall be the final verification of outstanding items completion. Documentation of the completed items shall be maintained by the Architect/Engineer and submitted to the Owner. The Architect/Engineer will review the final documents and manuals provided by the Contractor. The Architect/Engineer shall request a final payment application from the Contractor. After reviewing the final application and approving, forward to the Owner for final payment.

At final completion, the architect shall provide an updated floor plan for the entire building in a PDF format. The architect may amend existing floor plans to show the additions and renovations that have occurred.

Post Construction Phase

One Year Warranty Review

The Architect and Design Team shall schedule with the Owner, the one-year warranty review. This will be scheduled between 10 and 12 months from the date of substantial completion. This meeting is designed to identify warranty items that need to be repaired/replaced as required by the Contract Documents. The Architect and Engineers shall schedule the meeting, take notes and follow up on items identified in the warranty walk through.

EXHIBIT C Owner Insurance

Insurance Requirements

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

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

a. Worker’s Compensation and Employer’s Liability Insurance

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

b. Comprehensive General Liability Insurance *

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

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

c. Automobile Insurance

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

d. Professional Liability Insurance

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

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

e. Umbrella Liability Insurance

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

f. Manned or Unmanned Aircraft Coverage (if used)

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

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

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

2. CONSULTANT’S OBLIGATIONS

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

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

3. PROFESSIONAL LIABILITY INSURANCE

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

4. COVERAGE

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

5. GENERALLY

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

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

Insurance requirements for Contractors

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

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

a. Commercial General Liability

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

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

b. Automobile Insurance

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

c. Workers Compensation

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

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

i. Per Claim \$2,000,000

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

e. Manned or Unmanned Aircraft Coverage (if used)

i. Per Claim \$1,000,000

ii. Aggregate \$1,000,000

f. Property Insurance

i. Per Claim \$1,000,000

ii. Aggregate \$1,000,000

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

g. Builders "all risk" Insurance

i. Per Claim \$2,000,000

ii. Aggregate \$4,000,000

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

h. Umbrella Liability

i. Aggregate limit \$5,000,000

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

EXHIBIT D - Owner Requirements

Targeted Group Business

The Owner's Targeted Group Business goal is 12%. The Architect will employ the following strategies:

- Expanding the Professional identity of the targeted business with the design and construction industry.
- Creating opportunities for networking and exposure of the targeted business by team with other consultants.
- Encouraging leadership and management within both organizations and the targeted business through the design and construction process.
- Gaining new perspectives and encouraging cultural change within the firm by working with targeted business.

Quality Performance and Owner Provisions

The following are checklists to enhance quality performance tracking and requirements to promote improved delivery for Architect work items most commonly encountered throughout design and construction.

Before design commences

1. The Architect shall begin design with current download of the Owner's published Master Specifications as provided by the Owner at design kickoff.
2. The Architect shall design to the Owner's published design guidelines and requirements as provided by the Owner at design kickoff. Deviation from the design standard shall be clearly noted on all drawings and specifications up to CD.
3. The Architect shall conform to the Owner's Revit and Drafting Standards as provided by the Owner at design kickoff.
4. The Architect shall begin the 3-D model with the Owner's Revit template as provided by the Owner at design kickoff.
5. The Architect shall be familiar with the City of Minneapolis Planning Review Process.

During Design

1. Conform to all activities required in Article 3 of AIA Document B101-2017.
2. The Architect shall conform to the Owner's design milestones and deliverables as defined in EXH-B.

3. The Architect shall incorporate the Owner's review comments provided during design phases into the final design prior to project bid. Comments shall be cataloged by the Architect and resolution to comments clearly explained.
4. The Architect shall be familiar with the Owner's Procurement requirements.
5. The Architect shall own all agendas and meeting minutes throughout the design process.
6. The Architect shall document all major decision points.
7. The Architect shall present to the Owner's community stakeholders as required.

During Construction Administration

1. Conform to all activities required in Article 3 of AIA Document B101-2017.
2. The Architect shall own all agendas and meeting minutes throughout the construction process.

During Substantial Completion

1. Conform to the requirements of Article 3 in AIA Document B101-2017.
2. Confirm with the Owner the completeness of the punchlist before finalizing.
3. Provide the Owner with a detailed estimate to complete or repair all items on the substantial completion punchlist.

During Project Closeout

1. Conform to all activities required in Article 3 of AIA Document B101-2017.
2. Within thirty (30) days of the date of Substantial Completion, the Architect shall provide the Owner, in writing, a list of incomplete items and the cost to complete those items.

Safety Precautions and Programs

While on location of the Project, the Architect hereby agrees to and shall comply with the following Owner safety requirements.

1. Security Identification Badges: The Owner requires all personnel to wear an identification badge when at a facility of the Owner. The identification badge is to remain on personnel and clearly visible at all times. No one is permitted on-site without an identification badge. The identification badge shall contain the following:
 - a. A legible photograph of the individual (passport sized photo)
 - b. Name of the individual (Minimum 14 point font)
 - c. Name of the employer (Company name, minimum 14 point font)

- d. The badge shall be plastic-laminated.
 - e. The badge identification size shall be 3 ½" x 2 ½" minimum.
2. All personnel are required to check in with the main office to sign in, get a badge, and indicate their destination within the building while school is in session. All personnel are required to sign out in the main office upon completion of their site visit.
 3. No personnel will be allowed to prop doors open and leave them unattended.



AIA[®] Document G202[™] – 2013

Project Building Information Modeling Protocol Form

PROJECT: *(Name and address)*

Defined in EXH-A Project Charter

PROTOCOL VERSION NUMBER:

DATE: March 13, 2018

PREPARED BY: Minneapolis Public Schools

DISTRIBUTION TO: *(List each individual to whom this protocol is distributed. Include individuals listed in Section 1.1, or reference Section 1.1, along with any additional recipients.)*

Defined in EXH-A Project Charter

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 LEVEL OF DEVELOPMENT
- 3 MODEL ELEMENTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 For each Project Participant that has incorporated the Project specific AIA Document E203[™]-2013, Building Information Modeling and Digital Data Protocol Exhibit, dated , into its agreement for the Project, identify and provide the contact information for individuals responsible for implementation of the Modeling protocols. If, for any Project Participant, more than one individual will be responsible for implementation of the Modeling protocols, list each individual separately and describe the unique Modeling Role assigned to each individual.

Modeling Role	Project Participant	Individual Responsible	Contact Information

§ 1.2 This document establishes the Modeling protocols for the Project. For purposes of these protocols, the Model is comprised of the following information and other data sets: *(Indicate disciplines, separate models, and other data that will be included within the Model and governed by the Modeling protocols.)*

§ 1.3 **Collaboration Protocols.** The Project Participants' protocols for the collaborative utilization of the Model, if any, including communications protocols, a collaboration meeting schedule and colocation requirements, are as follows:

§ 1.4 **Technical Requirements.** The technical requirements relating to the utilization of Building Information Modeling, including specific software and hardware requirements are as follows:

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with a Project specific AIA Document E203[™]-2013, Building Information Modeling and Digital Data Exhibit, which the Parties will incorporate into their agreement for the Project, and a Project specific AIA Document G201[™]-2013, Project Digital Data Protocol Form.

Init.

AIA Document G202[™] – 2013. Copyright © 2013 by The American Institute of Architects. **All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:25:37 on 03/23/2018 under Order No.8259021829 which expires on 03/18/2019, and is not for resale.

User Notes:

(1685548663)

§ 1.5 Training and Support. The parameters for any training or support program(s) that will be implemented with respect to any collaboration strategy or technical requirements are set forth below:

§ 1.6 Model Standard. The Model shall be developed in accordance with the following Model Standard, if any:

§ 1.7 Model Management Protocols and Processes

The following Model Management Protocols and Processes shall apply to the Project only if specifically designated in the table below as being applicable.

(Designate the Model Management Protocols and Processes applicable to the Project in the second column of the table below. In the third column, indicate whether the detailed description of the Model Management Protocol or Process is located in Section 1.8 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Model Management Protocols and Processes	Applicability to Project <i>(Applicable or Not Applicable)</i>	Location of Detailed Description <i>(Section 1.8 below or in an attachment to this exhibit identified below)</i>
§ 1.7.1 Model origin point, coordinate system, precision, file formats and units		
§ 1.7.2 Model file storage location(s)		
§ 1.7.3 Processes for transferring and accessing Model files		
§ 1.7.4 Naming conventions		
§ 1.7.5 Processes for aggregating Model files from varying software platforms		
§ 1.7.6 Model access rights		
§ 1.7.7 Design coordination and clash detection procedures.		
§ 1.7.8 Model security requirements		

§ 1.8 Insert a description of each Model Management Protocol and Process identified in Section 1.7, if not further described in an exhibit attached to this document:

§ 1.9 Terms in this document shall have the same meaning as those in AIA Document E203–2013.

ARTICLE 2 LEVEL OF DEVELOPMENT

§ 2.1 The Level of Development (LOD) descriptions, included in Section 2.2 through Section 2.6 below, identify the specific minimum content requirements and associated Authorized Uses for each Model Element at five progressively detailed levels of completeness. The Parties shall utilize the five LOD descriptions in completing the Model Element Table at Section 3.3.

§ 2.2 LOD 100

§ 2.2.1 Model Element Content Requirements. The Model Element may be graphically represented in the Model with a symbol or other generic representation, but does not satisfy the requirements for LOD 200. Information related to the Model Element (i.e., cost per square foot, tonnage of HVAC, etc.) can be derived from other Model Elements.

§ 2.2.2 Authorized Uses

§ 2.2.2.1 Analysis. The Model Element may be analyzed based on volume, area and orientation by application of generalized performance criteria assigned to other Model Elements.

§ 2.2.2.2 Cost Estimating. The Model Element may be used to develop a cost estimate based on current area, volume or similar conceptual estimating techniques (e.g., square feet of floor area, condominium unit, hospital bed, etc.).

§ 2.2.2.3 Schedule. The Model Element may be used for Project phasing and determination of overall Project duration.

§ 2.2.2.4 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 100, if any, are as follows:

§ 2.3 LOD 200

§ 2.3.1 Model Element Content Requirements. The Model Element is graphically represented within the Model as a generic system, object, or assembly with approximate quantities, size, shape, location, and orientation. Non-graphic information may also be attached to the Model Element.

§ 2.3.2 Authorized Uses

§ 2.3.2.1 Analysis. The Model Element may be analyzed for performance of selected systems by application of generalized performance criteria assigned to the representative Model Elements.

§ 2.3.2.2 Cost Estimating. The Model Element may be used to develop cost estimates based on the approximate data provided and quantitative estimating techniques (e.g., volume and quantity of elements or type of system selected).

§ 2.3.2.3 Schedule. The Model Element may be used to show ordered, time-scaled appearance of major elements and systems.

§ 2.3.2.4 Coordination. The Model Element may be used for general coordination with other Model Elements in terms of its size, location and clearance to other Model Elements.

§ 2.3.2.5 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 200, if any, are as follows:

§ 2.4 LOD 300

§ 2.4.1 Model Element Content Requirements. The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of quantity, size, shape, location, and orientation. Non-graphic information may also be attached to the Model Element.

§ 2.4.2 Authorized Uses

§ 2.4.2.1 Analysis. The Model Element may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Element.

§ 2.4.2.2 Cost Estimating. The Model Element may be used to develop cost estimates suitable for procurement based on the specific data provided.

§ 2.4.2.3 Schedule. The Model Element may be used to show ordered, time-scaled appearance of detailed elements and systems.

§ 2.4.2.4 Coordination. The Model Element may be used for specific coordination with other Model Elements in terms of its size, location and clearance to other Model Elements including general operation issues.

§ 2.4.2.5 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 300, if any, are as follows:

§ 2.5 LOD 400

§ 2.5.1 Model Element Content Requirements. The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of size, shape, location, quantity, and orientation with detailing, fabrication, assembly, and installation information. Non-graphic information may also be attached to the Model Element.

§ 2.5.2 Authorized Uses

§ 2.5.2.1 Analysis. The Model Element may be analyzed for performance of systems by application of actual performance criteria assigned to the Model Element.

§ 2.5.2.2 Cost Estimating. Costs are based on the actual cost of the Model Element at buyout.

§ 2.5.2.3 Schedule. The Model may be used to show ordered, time-scaled appearance of detailed specific elements and systems including construction means and methods.

§ 2.5.2.4 Coordination. The Model Element may be used for coordination with other Model Elements in terms of its size, location and clearance to other Model Elements, including fabrication, installation and detailed operation issues.

§ 2.5.2.5 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 400, if any, are as follows:

§ 2.6 LOD 500

§ 2.6.1 Model Element Content Requirements. The Model Element is a field verified representation in terms of size, shape, location, quantity, and orientation. Non-graphic information may also be attached to the Model Elements.

§ 2.6.2 Authorized Uses. Specific Authorized Uses of the Model Element developed to LOD 500, if any, are as follows:

ARTICLE 3 MODEL ELEMENTS

§ 3.1 Reliance on Model Elements

§ 3.1.1 At any particular Project milestone, a Project Participant may rely on the accuracy and completeness of a Model Element only to the extent consistent with the minimum data required for the Model Element's LOD for that Project milestone as identified below in the Model Element Table, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 3.1.2 Coordination and Model Refinement

Where conflicts are found in the Model, regardless of the phase of the Project or LOD, the Project Participant that identifies the conflict shall promptly notify the Model Element Authors and the Project Participant identified in AIA Document E203–2013 Section 4.8 as being responsible for Model management. Upon such notification, the Model Element Author(s) shall act promptly to evaluate, mitigate and resolve the conflict in accordance with the processes established in Section 1.7.7, if applicable.

§ 3.2 Table Instructions

§ 3.2.1 The Model Element Table in Section 3.3 indicates the LOD to which each Model Element shall be developed at each identified Project milestone and the Model Element Author.

§ 3.2.2 Abbreviations for each Model Element Author to be used in the Model Element Table are as follows:
(Provide abbreviations, such as "A—Architect," or "C—Contractor.")

Abbreviation

Model Element Author (MEA)

§ 3.3 Model Element Table

Model Element Category	Scope Status	Required LOD at Project milestones as defined in EXH-B Project Milestones & Deliverables					
		15%	25%	50%	75%	90%	100%
Exterior Walls	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	300	300	300	300	300
Interior Walls	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	200	200	200	200	200
Roofs	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	300	300	300	300	300
Floors	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	200	200	200	200	200
Exterior doors and windows	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	300	300	300	300	300
Interior doors and windows	Within Scope	200	200	300	300	300	300
	Outside of Scope	100	200	200	200	200	200
Major structural elements	Within Scope	Not required	200	200	300	300	300
	Outside of Scope	Not required	Not required	Not required	Not required	Not required	Not required
Plumbing Fixtures	Within Scope	100	300	300	300	300	300
	Outside of Scope	Not required	Not required	Not required	Not required	Not required	Not required

§ 3.4 Model Element Table Notes

Notes:
(List by number shown on table.)

Additions and Deletions Report for AIA® Document G202™ – 2013

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:25:37 on 03/23/2018.

PAGE 1

Defined in EXH-A Project Charter

...

DATE: March 13, 2018

PREPARED BY: Minneapolis Public Schools

...

Defined in EXH-A Project Charter

PAGE 5

§ 3.3 Model Element Table

<u>Model Element Category</u>	<u>Scope Status</u>	<u>Required LOD at Project milestones as defined in EXH-B Project Milestones & Deliverables</u>					
		<u>15%</u>	<u>25%</u>	<u>50%</u>	<u>75%</u>	<u>90%</u>	<u>100%</u>
<u>Exterior Walls</u>	<u>Within Scope</u>	<u>200</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>
	<u>Outside of Scope</u>	<u>100</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>
<u>Interior Walls</u>	<u>Within Scope</u>	<u>200</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>
	<u>Outside of Scope</u>	<u>100</u>	<u>200</u>	<u>200</u>	<u>200</u>	<u>200</u>	<u>200</u>
<u>Roofs</u>	<u>Within Scope</u>	<u>200</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>
	<u>Outside of Scope</u>	<u>100</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>
<u>Floors</u>	<u>Within Scope</u>	<u>200</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>
	<u>Outside of Scope</u>	<u>100</u>	<u>200</u>	<u>200</u>	<u>200</u>	<u>200</u>	<u>200</u>
<u>Exterior doors and windows</u>	<u>Within Scope</u>	<u>200</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>
	<u>Outside of Scope</u>	<u>100</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>
<u>Interior doors and windows</u>	<u>Within Scope</u>	<u>200</u>	<u>200</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>

	<u>Outside of Scope</u>	<u>100</u>	<u>200</u>	<u>200</u>	<u>200</u>	<u>200</u>	<u>200</u>
<u>Major structural elements</u>	<u>Within Scope</u>	<u>Not required</u>	<u>200</u>	<u>200</u>	<u>300</u>	<u>300</u>	<u>300</u>
	<u>Outside of Scope</u>	<u>Not required</u>					
<u>Plumbing Fixtures</u>	<u>Within Scope</u>	<u>100</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>
	<u>Outside of Scope</u>	<u>Not required</u>					



**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
College Nannies & Tutors**

This Amendment ("Amendment") to the Contract between Special School District No. 1 and College Nannies & Tutors dated 11/27/2024 ("Contract") is made and entered into by and between Special School District No.1 ("District") and College Nannies & Tutors ("Contractor") (collectively "parties").

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and College Nannies & Tutors ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 8/1/2024 through 7/31/2025 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400002347

1. *Original contract amount:* \$1,064,116.50
2. *Accumulative contract amount:* \$1,137,046.50

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

Section 3.1: District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$1,137,046.50. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: College Nannies & Tutors will add Iqra School to the nonpublic schools they serve. College Nannies & Tutors will provide title I instructional services to eligible students at Iqra School.

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

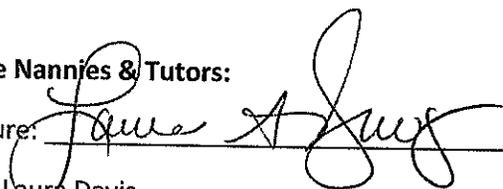
Signature: _____

Name: Ty Thompson

Title: Deputy Superintendent

Date: _____

College Nannies & Tutors:

Signature:  _____

Name: Laura Davis

Title: Franchise Group Owner

Date: 12.2.2024

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Flagship Recreation**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and **Flagship Recreation** dated **11/27/2024** (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and **Flagship Recreation** (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and **Flagship Recreation** (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between **2/28/2024** through **2/28/2025** (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: **4400002161**

Amendment Number/Change Order number: **1**

1. *Original contract amount:* **252,162.10**
2. *Amendment amount:* **\$2,170.00**
3. *Accumulative contract amount:* **\$254,332.10**

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

Section 3.1: District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed **\$254,332.10** Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: **Amendment for work incurred during construction. \$1,200 for freight and \$970 for dumpster and labor.**

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: █

Title: █

Date: _____

FLAGSHIP RECREATION:

Signature:  _____

Name: Bailey Wolf

Title: Sales Representative

Date: _11/21/2024 _____



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 December 11, 2024 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2028 or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2. Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s **OWN RISK** and as a volunteer.

2. SCOPE OF WORK

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

3. CONSIDERATION AND TERMS OF PAYMENT

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



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400002761

Page | 1

3.1. Total Obligation.

3.2.

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$125,000 each year. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.3. Frequency of Invoicing and Terms of Payment.

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

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

3.4. Taxes.

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

above.

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

3.5. Fund Availability; Federal Funds Contingency.

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

4. GENERAL TERMS AND CONDITIONS

- 4.1. The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initiated 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.



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400002761

Page | 3

6. BACKGROUND CHECKS

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

7. DATA PRIVACY

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

8. STUDENT DATA

- 8.1. Contractors who require access to student data agree to the following:



1250 West Broadway Ave. Minneapolis, MN 55411-2533
Phone: 612.668.0000
www.mpls.k12.mn.us
SRM: 4400002761

Page | 4

Contract template updated September 2022

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

9. USE OF DISTRICT SPACE

- 9.1. Contractor agrees that if it will be using District space it will obtain a lease, license or permit. If such lease, license or permit is terminated or revoked, the District shall also

have the right, at its discretion, to terminate this contract without regard to notices required herein.

10. USE OF DISTRICT NAME OR LOGO

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

11. MALTREATMENT OF MINORS REPORTING ACT

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

12. PROFESSIONAL STANDARDS OF BEHAVIOR

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

13. OWNERSHIP OF MATERIAL

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

14. INDEPENDENT CONTRACTOR

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



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: 4400002761

Page | 6

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

15. WORKER HEALTH, SAFETY AND TRAINING

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

16. BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

17. INSURANCE

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

not name the District as an additional insured as the coverage. Contractor shall provide all such certificates to District.

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

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

18. INDEMNIFICATION

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

19. LIMITATION ON LIABILITY

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

20. CONFLICT OF INTEREST/CODE OF ETHICS

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

21. COMPLIANCE WITH LAWS AND DEBARMENT

21.1. Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are



specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

22. TERMINATION

- 22.1. The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after receipt of notice of termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.
- 22.2. District may terminate this Contract in whole or in part for Cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. In this event, District will not be liable for any amounts; but Contractor shall be liable to District for all losses, damages, and expenses, including, without limitation, the excess cost of recouping similar goods or services; shipping charges for any items District may at its option return to Contractor, including items already delivered, but for which District no longer has any use because of Contractor's default; and amounts paid by District for any items District has received but returns to Contractor. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.
- 22.3. Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law, equity or statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

23. RETURN OF DATA

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

24. RECORDS MANAGEMENT AND MAINTENANCE

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

25. NOTICES/ADMINISTRATION

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

Special School District No. 1

Name of the District Signer: Jeremy Miller

Title: Director Counseling Services and GEAR UP

Email: Jeremy.miller@mpls.k12.mn.us



Partner

Name: Laura Garcia – Senior Director of Programs

Email: laurag@projectsuccess.org

Address: 1 Groveland Terrace #300, Minneapolis MN 55403

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 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.
- 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



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400002761

Page | 11

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: Ty Thompson

Title: Deputy Superintendent

Date:

PARTNER

By: *Laura Garcia*

Name: Laura Garcia

Title: Senior Director of Programs

Email: laurag@projectsuccess.org

Phone: 612-876-3907

Date: 12-2-2024



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400002761

Page | 14

EXHIBIT A: PROGRAMMING PROVIDED

Description of Program and Delivery:

9th and 10th Grade: Provide spaces for 9th and 10th graders from GEAR UP High schools (North, Roosevelt, Henry, Edison, Heritage, FAIR, South, Wellstone) 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.

Service Outcome:

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.

After conducting a data analysis with MPS Department of Research, Evaluation, Assessment and Accountability (REAA), Project Success helps support our efforts in closing the achievement gaps. We see statistically significant positive gains in on-time graduation rates, attendance and, most importantly, grade point average.

Method of Evaluation

Project Success shall work with GEAR UP to share rosters and survey results regarding the college and career related experiences for both 9th and 10th graders that participate.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows: Upon completion of services.

[The remainder of this page intentionally left blank.]



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400002761

Page | 16

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]

Laura Garcia
Signature

Laura Garcia
Name

Senior Director of programs
Title

12/2/24
Date



1250 West Broadway Ave. Minneapolis, MN 55411-2533
Phone: 612.668.0000
www.mpls.k12.mn.us
SRM: 4400002761

Page | 18

Contract template updated September 2022



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 December 10, 2024 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 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/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.



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: 4400002754

Page | 1

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 \$208,976.01. 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.

COMPLIANCE WITH LAWS AND DEBARMENT

18.2 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.

19 TERMINATION

19.1 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.

19.2 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.

19.3 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.

20 RETURN OF DATA

20.1 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.

21 RECORDS MANAGEMENT AND MAINTENANCE

21.1 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.

22 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 Ave
Minneapolis, MN 55411
Email: deeqaifrah.hussein@mpls.k12.mn.us

CONTRACTOR

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



1250 West Broadway Ave. Minneapolis, MN 55411-2533
Phone: 612.668.0000
www.mpls.k12.mn.us
SRM: 4400002754

Page | 8

ACKNOWLEDGMENT

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

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

23 NON-WAIVER

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

24 ASSIGNMENT

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

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

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

26 WARRANTY

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

27 SEVERABILITY

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

28 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Dr. Tia Clasen
(Printed)

Title: Senior Academic Officer

Date: _____

CONTRACTOR NAME

Signature: *Sarah J. Peterson*

Name: Sarah Peterson
(Printed)

Title: Assistant Secretary

Date: November 20, 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:

[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

November 21, 2024

Date

Las Estrellas Safe & Welcoming Entrance

Contract Sum: \$303,325.00

Architect: Wendel Architects

Project Name and Number

Las Estrellas Safe & Welcoming Entrance
1201 University Ave NE
Minneapolis, MN 55413
Minneapolis Public Schools Project Number: 25LASE001
RFP 20-41

Description

Architectural and engineering services for small addition and renovation of Las Estrellas school to accommodate new safe & welcoming entrance on SE corner of building. Includes interior renovation/relocation of school main office, media center, health care office, and classroom space. Includes add alternate for proposal new monument sign on SW corner of property. Includes complete site survey and geotechnical exploration with soil borings for exterior addition.

Contract Documents

AIA Document B101-2017
Exhibit A – Project Charter
Exhibit B – Project Design Milestones & Deliverables
Exhibit C – Owner Insurance
Exhibit D – Owner Requirements



AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 28th day of October in the year 2024
(*In words, indicate day, month and year.*)

BETWEEN the Architect's client identified as the Owner:
(*Name, legal status, address and other information*)

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

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

Wendel Architecture, PC
501 1st Ave North, Suite 420
Minneapolis, MN 55403

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

Las Estrellas Safe & Welcoming Entrance
1201 University Ave NE, Minneapolis, MN 55413
Minneapolis Public Schools Project Number: 25LASE001

The Owner and Architect agree as follows.

The standards of professional services are set forth in this document and schedule of exhibits as follows:

EXH-A Project Charter
EXH-B Project Design Milestones & Deliverables
EXH-C Owner Insurance
EXH-D Owner Requirements

ADDITIONS AND DELETIONS:

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

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

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:29:04 CT on 10/29/2024 under Order No.4104251278 which expires on 03/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents[®] Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA42)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Defined in EXH-A Project Charter

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Defined in EXH-A Project Charter

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Defined in EXH-A Project Charter

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Defined in EXH-B Project Design Milestones & Deliverables

.2 Construction commencement date:

Defined in EXH-A Project Charter and EXH-B Project Design Milestones & Deliverables

.3 Substantial Completion date or dates:

Defined in EXH-A Project Charter

.4 Other milestone dates:

Defined in EXH-B Project Design Milestones & Deliverables

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Defined in EXH-A Project Charter

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Sustainable Design solutions which optimize or promote improved energy efficiency, occupant well-being, comfort, health, and improved long-term maintenance serviceability as standard to LEED rating system and B3 requirements are valued. Owner will not pursue LEED certification or complete B3 compliance. The Architect is not required to provide additional services for Sustainable Design.
(Paragraph Deleted)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Ann Cerney, Project Manager
Capital Planning, Construction, & Maintenance
Minneapolis Public Schools, SSD#1
1250 West Broadway Ave
Minneapolis, MN 55411

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

MPS QA/QC trades personnel, school principal, health office director, media center director

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Commissioning Agent, Geotechnical Engineer, Special Inspections, Hazardous Materials Abatement, Special Testing, and Investigative Analysis

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Mechanical & Electrical Engineering: Dunham Associates
Site Survey, Civil & Structural Engineering: Larson Engineering
Geotechnical Exploration (soil borings) included by Wendel Architects
Access Control/Camera design: True North Consulting by MPS

§ 1.1.11 The Architect shall retain the consultants identified in EXH-A Project Charter.

(Paragraphs Deleted)

§ 1.1.12 Other Initial Information on which the Agreement is based:

Professional Consultant Team as defined in EXH-A Project Charter

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain insurance as defined in EXH-C Owner Insurance until termination of this Agreement and for the period of the statutes of repose set forth in Minnesota Statute 541.051, so long as such insurance is commercially available and reasonably affordable. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits as defined in EXH-C Owner Insurance.

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

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Defined in EXH-C Owner Insurance.

§ 2.5.4 Workers' Compensation at statutory limits. Defined in EXH-C Owner Insurance.

§ 2.5.5 Employers' Liability with policy limits as defined in EXH-C Owner Insurance.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits as defined in EXH-C Owner Insurance.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Architect's Basic Services are defined in EXH-B Project Design Milestones & Deliverables.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt (within 7-10 business days of discovery) written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. The Architect is encouraged to provide prompt written notice to the Owner within this timeframe; it is most critical during the construction administration phase.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information and defined in EXH-B Project Design Milestones & Deliverables. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities and initiate governmental planning review processes as defined in EXH-B Project Design Milestones & Deliverables.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect shall fully cooperate and coordinate with the Owner and its hired Commissioning Agent during all phases of design, construction, and commissioning to achieve the Project's final completion and full systems operability and ongoing use per the approved final design. The Architect is responsible for the duration of the contract to provide adequate support to its sub-consultants who provide services integral to commissioning.

§ 3.1.8 The Architect shall assist the Owner in connection with the Owner's responsibility to communicate the project design and construction to the school community, school neighbors, and neighborhood associations.

§ 3.1.9 The Owner shall provide available historical building documentation and the Architect shall field verify building elements as a basis for design. Additional design fees and reimbursable expenses incurred by the Architect related to remedying or addressing incorrectly identified building elements following the Architect's completion of field verification shall be borne solely by the Architect. Field verification shall include (1) field measurements of readily visible elements, (2) removing and replacing lay-in ceiling tiles, and (3) opening and closing access panels. The Architect is encouraged to identify areas that are not readily visible and merit further destructive testing that may include (1) drilling holes to use a scope camera to see inside a wall, (2) cutting small holes to identify sub surface conditions, or (3) moving non-functioning equipment to facilitate investigation. The Owner will perform any requested destructive testing. The Architect is responsible for field verification for the portion of the building within the scope of services. Field verification and destructive testing shall not be required for portions of the building or building systems that are not within the scope of services as defined in AIA G202-2013 Article
(Paragraph Deleted)

3.3.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall submit reports, documents for review, and deliverables as defined in EXH-B Project Design Milestones & Deliverables, AIA contracts G201-2013, G202-2013, and E203-2013.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner as defined in EXH-B Design Milestones & Deliverables, and request the Owner's approval before proceeding with Design Development Documents as defined in EXH-B Design Milestones & Deliverables.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Architect shall submit reports, documents for review, and deliverables as defined in EXH-B Project Design Milestones & Deliverables and AIA contracts G201-2013, G202-2013, and E203-2013.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work as defined in EXH-B Project Design Milestones & Deliverables,

Init.

and request the Owner's approval before proceeding with Construction Documents as defined in EXH-B Design Milestones & Deliverables.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall submit construction documents which are estimated to bid within 5% of the budgeted construction cost. The Cost of Work submittal is defined in EXH-B Project Design Milestones & Deliverables.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsible and responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; (4) awarding and preparing contracts for construction; and, (5) Any review of bid anomalies or irregularities requiring legal review shall be provided by the Owner.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

Init.

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise, lead, and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts, errors, or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and the Owner's written notice to proceed to Construction Administration and terminates on the date the Architect authorizes the Contractor's final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority and obligation to reject Work that does not conform to the Contract Documents unless the Owner accepts non-conforming work in writing after consulting with the Architect. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority and obligation to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority and obligation of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within five business days of requests or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent documented tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect's certification on the Certificate for Payment shall be that the percentages of Work shown on the application are completed, to the best of the Architect's knowledge, information, and belief. No judgement is made by the Architect as to the value of the Work or the value of uncompleted Work.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties including a warranty schedule of major building systems and warranty expiration dates, and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- .5 The Architect shall produce punch list items as part of the certificate of Substantial Completion issued to the Contractor. The Architect shall create the list(s), present them to the Owner, incorporate Owner feedback, and compile all punch items for the contractor in a timely

manner.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list(s) including and not limited to Architectural, Civil, Mechanical, Electrical, Structural, and Plumbing systems submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner ten (10) months following substantial completion, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 The Architect shall issue an As Constructed Record set of construction documents that will consist of the As Designed Record Sets of construction documents and Revit model with redlined changes from the General

Init.

Contractor incorporated into the digital deliverables as defined in AIA G201 2013 Article 2.3 to the Owner upon final completion of the Project. The As Constructed Record documents shall reflect all digital changes made by the Architect between issuing the Bid Documents set and final completion as well as the General Contractor's redline changes. The Architect shall not be held responsible for field verification of the General Contractor's changes. The Architect's full set of deliverables during Construction Administration are defined in EXH-D Owner Requirements.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	

§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule. Additional Services are Defined in EXH-A Project Charter.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;

(Paragraphs Deleted)

- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph Deleted)

- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

Init.

(Paragraph Deleted)

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 2 (two) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 1 (one) visits per week to the site by the Architect during construction
- .3 2 (two) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 1 (one) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements and stakeholder engagement requirements as defined in EXH-B Project Design Milestones & Deliverables.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:29:04 CT on 10/29/2024 under Order No.4104251278 which expires on 03/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA42)

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided and defined in Article 2.

§ 5.8.1 Architect's responsibility in connection with the services of Owner's consultants, contractors, or design-build contractor shall be to coordinate Owner's consultants', contractors', or design-build contractor's portion of the Instruments of Service. Owner shall require consultants, contractors, or design-build contractor retained by Owner to coordinate their services and documents with those of Architect and Architect's consultants.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 The Owner shall provide coordination, installation, and procurement of furniture, furnishings, and equipment for the Project.

§ 5.17 The Owner shall provide Information Technology equipment plugged into networks. Cabling and infrastructure designed by the Architect and installed by the Contractor.

§ 5.18 The Owner shall provide Testing and Special Inspections.

§ 5.19 The Owner shall coordinate closely with the Architect and the Contractor for design and installation of security systems in the Project. The Owner shall design systems by locating cameras and designating doors for access control, the Architect shall document and complete the initial design by designing pathways, the Contractor shall install cabling and infrastructure required for the systems to be operational as well as devices, and the Owner shall work with the Contractor to program and test the
(Paragraph Deleted)

systems.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor including escalation for phased work or market conditions, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget as defined in EXH-A Project Charter and EXH-B Project Design Milestones & Deliverables. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by five percent (5%) by the lowest bona fide bid or negotiated proposal, the Owner shall

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:29:04 CT on 10/29/2024 under Order No.4104251278 which expires on 03/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA42)

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 cooperate in revising the Project scope as required to reduce the estimated construction cost to an estimated cost within the Owner's budget. Costs or time incurred by the Architect to review the design to align with the Budget shall be borne entirely by the Architect.
- .6 implement any other mutually acceptable alternative, which may include the Owner's decision to suspend the Project, in which case the Architect shall be paid for services actually rendered under this agreement.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. The Owner retains full rights to all Instruments of Service for use in the Project and any existing or future projects.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any reasonable, quantifiable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the committed costs or performance of services attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$0

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$0

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the

Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. A hazardous material or toxic substance is any material or substance that may be considered hazardous, toxic, or otherwise subject to statutory or regulatory requirements governing handling, disposal, and/or cleanup. For purposes of this agreement, the term hazardous material shall include and not be limited to asbestos, polychlorinated biphenyl (PCB), mold, mildew, fungi, or other similar microbial conditions.

§ 10.6.1 Owner agrees to defend, indemnify, and save harmless the Architect from and against any and all liabilities, demands, claims, penalties, forfeitures, suits, and the costs and expenses arising from the discovery, presence, handling, removal, or disposal of, or exposure to hazardous materials or toxic substances (as defined in § 10.6), except to the extent that the presence of or exposure to hazardous materials or toxic substances result from the sole negligence or willful misconduct of the Architect.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Defined in EXH-A Project Charter

.2 Percentage Basis
(Insert percentage value)

Init.

() % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other

(Describe the method of compensation)

Defined in EXH-A Project Charter

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Defined in EXH-A Project Charter.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Defined in EXH-A Project Charter

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows and defined in EXH-B Project Design Milestones & Deliverables:

Schematic Design Phase	percent ()
Design Development Phase	percent ()
Construction Documents Phase	percent ()
Procurement Phase	percent ()
Construction Phase	percent ()
<hr/>		
Total Basic Compensation	one hundred percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Defined in EXH-A Project Charter

Init.

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus five percent (5 %) of the expenses incurred.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

\$0

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. The Architect shall send invoices directly to the Contract Representative named in paragraph 1.1.7.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner upon written request.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 The Architect and the Owner agree that the Project may be phased, include multiple bid packs (as few as one or as many as three) or require accelerated design deliverables to best meet the Owner's schedule of funding approvals and day one operations for building occupants. As a standard of working with the Owner the Architect agrees that additional compensation above fees for Basic Services and Additional Services as defined in EXH-A Project Charter will not be paid to the Architect to perform and deliver services within known parameters for the Project as defined in EXH-A Project Charter, EXH-B Project Design Milestones & Deliverables, and EXH-D Owner Requirements.

12.2 The Architect and the Owner agree to incorporate the Owner's feedback as defined in EXH-D Owner Requirements. The Owner's written notice to proceed to the next design phase will not be granted without written receipt of required deliverables.

12.3 If the Owner elects to employ an accelerated, phased, or fast track design process (in which some of the Architect's design services overlap the construction work and are out of sequence with the traditional delivery method), Owner does so with full recognition of the inherent risks associated with these design methodologies. Such risks include the Owner incurring costs for the Architect to coordinate and re-design portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. In recognition of the inherent risks of the fast tracking to the Architect and the benefits to the Owner, the Owner agrees to (i) waive all claims against the Architect for design changes, delays, disruptions, or other modifications of portions of the Work already constructed due to the Owner's decision to employ the fast track process and (ii) indemnify and hold the Architect harmless, to the maximum extent permitted by law, from any and all damage, liability, and cost, including reasonable attorney fees and defense costs, arising from third party claims, excepting those attributable to the negligence of the Architect or those for whom the Architect is legally liable. To compensate the Architect for all Additional Services required to modify, correct, or adjust the Construction Documents and coordinate them in order to meet the Owner's program requirements because of the Owner's decision to construct the Project in a fast track manner. Owner further agrees to include in the budget for the Project sufficient contingencies to cover such Additional Services.

12.4 The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, other natural disasters; fires, riots, acts of terrorism, war, or other emergencies or acts of God.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- 1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- 2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

January 31, 2020

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:29:04 CT on 10/29/2024 under Order No.4104251278 which expires on 03/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA42)

- .3 Exhibits: A-D as identified on page 1 of this agreement and named below
- .4 AIA Document G201-2013 Project Digital Data Protocol Form
- .5 AIA Document G202-2013 Project Building Information Modeling Protocol Form
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- EXH-A Project Charter
- EXH-B Project Design Milestones & Deliverables
- EXH-C Owner Insurance
- EXH-D Owner Requirements

.6 Other documents:
(List other documents, if any, forming part of the Agreement.)

AIA Document A201-2017 General Conditions

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

OWNER (Signature)

(Printed name and title)

Amber Holycross

ARCHITECT (Signature)
Amber Holycross, Vice President, Architecture

(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B101® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:29:04 CT on 10/29/2024.

PAGE 1

AGREEMENT made as of the 28th day of October in the year 2024

...

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

...

Wendel Architecture, PC
501 1st Ave North, Suite 420
Minneapolis, MN 55403

...

Las Estrellas Safe & Welcoming Entrance
1201 University Ave NE, Minneapolis, MN 55413
Minneapolis Public Schools Project Number: 25LASE001

...

The standards of professional services are set forth in this document and schedule of exhibits as follows:

...

EXH-A Project Charter

...

EXH-B Project Design Milestones & Deliverables

...

EXH-C Owner Insurance

...

EXH-D Owner Requirements

PAGE 2

TABLE OF ARTICLES

...

(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

...

Defined in EXH-A Project Charter

...

Defined in EXH-A Project Charter

...

Defined in EXH-A Project Charter

PAGE 3

Defined in EXH-B Project Design Milestones & Deliverables

...

Defined in EXH-A Project Charter and EXH-B Project Design Milestones & Deliverables

...

Defined in EXH-A Project Charter

...

Defined in EXH-B Project Design Milestones & Deliverables

...

Defined in EXH-A Project Charter

...

Sustainable Design solutions which optimize or promote improved energy efficiency, occupant well-being, comfort, health, and improved long-term maintenance serviceability as standard to LEED rating system and B3 requirements are valued. Owner will not pursue LEED certification or complete B3 compliance. The Architect is not required to provide additional services for Sustainable Design.

...

Ann Cerney, Project Manager

Capital Planning, Construction, & Maintenance
Minneapolis Public Schools, SSD#1
1250 West Broadway Ave
Minneapolis, MN 55411

...

MPS QA/QC trades personnel, school principal, health office director, media center director

PAGE 4

Commissioning Agent, Geotechnical Engineer, Special Inspections, Hazardous Materials Abatement, Special Testing, and Investigative Analysis

...

Mechanical & Electrical Engineering: Dunham Associates
Site Survey, Civil & Structural Engineering: Larson Engineering
Geotechnical Exploration (soil borings) included by Wendel Architects
Access Control/Camera design: True North Consulting by MPS

...

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:EXH-A Project Charter.

...

(List name, legal status, address, and other contact information.)

...

§ 1.1.11.1 ~~Consultants retained under Basic Services:~~

...

~~.1 Structural Engineer:~~

...

~~.2 Mechanical Engineer:~~

...

~~.3 Electrical Engineer:~~

...

§ 1.1.11.2 ~~Consultants retained under Supplemental Services:~~

...

Professional Consultant Team as defined in EXH-A Project Charter

...

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

...

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

PAGE 5

§ 2.5 The Architect shall maintain ~~the following insurance until termination of this Agreement.~~ insurance as defined in EXH-C Owner Insurance until termination of this Agreement and for the period of the statutes of repose set forth in Minnesota Statute 541.051, so long as such insurance is commercially available and reasonably affordable. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

...

§ 2.5.1 Commercial General Liability with policy limits ~~of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.~~ as defined in EXH-C Owner Insurance.

...

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

...

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Defined in EXH-C Owner Insurance.

...

§ 2.5.4 Workers’ Compensation at statutory limits. Defined in EXH-C Owner Insurance.

...

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

...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of ~~not less than (\$) per claim and (\$) in the aggregate.~~ as defined in EXH-C Owner Insurance.

...

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~ policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

...

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Architect's Basic Services are defined in EXH-B Project Design Milestones & Deliverables.

PAGE 6

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt (within 7-10 business days of discovery) written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. The Architect is encouraged to provide prompt written notice to the Owner within this timeframe; it is most critical during the construction administration phase.

...

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the ~~Initial Information~~ Information and defined in EXH-B Project Design Milestones & Deliverables. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

...

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and ~~entities~~ entities and initiate governmental planning review processes as defined in EXH-B Project Design Milestones & Deliverables.

...

§ 3.1.7 The Architect shall fully cooperate and coordinate with the Owner and its hired Commissioning Agent during all phases of design, construction, and commissioning to achieve the Project's final completion and full systems operability and ongoing use per the approved final design. The Architect is responsible for the duration of the contract to provide adequate support to its sub-consultants who provide services integral to commissioning.

...

§ 3.1.8 The Architect shall assist the Owner in connection with the Owner's responsibility to communicate the project design and construction to the school community, school neighbors, and neighborhood associations.

...

§ 3.1.9 The Owner shall provide available historical building documentation and the Architect shall field verify building elements as a basis for design. Additional design fees and reimbursable expenses incurred by the Architect related to remedying or addressing incorrectly identified building elements following the Architect's completion of field verification shall be borne solely by the Architect. Field verification shall include (1) field measurements of readily visible elements, (2) removing and replacing lay-in ceiling tiles, and (3) opening and closing access panels. The Architect is encouraged to identify areas that are not readily visible and merit further destructive testing that may include (1) drilling holes to use a scope camera to see inside a wall, (2) cutting small holes to identify sub surface conditions, or (3) moving non-functioning equipment to facilitate investigation. The Owner will perform any requested destructive testing. The Architect is responsible for field verification for the portion of the building within the scope of services. Field verification and destructive testing shall not be required for portions of the building or building systems that are not within the scope of services as defined in AIA G202-2013 Article

...

§

...

3.3.

PAGE 7

§ 3.2 Schematic Design Phase Services

...

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall submit reports, documents for review, and deliverables as defined in EXH-B Project Design Milestones & Deliverables, AIA contracts G201-2013, G202-2013, and E203-2013.

...

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Owner as defined in EXH-B Design Milestones & Deliverables, and request the Owner's approval before proceeding with Design Development Documents as defined in EXH-B Design Milestones & Deliverables.

...

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Architect shall submit reports, documents for review, and deliverables as defined in EXH-B Project Design Milestones & Deliverables and AIA contracts G201-2013, G202-2013, and E203-2013.

PAGE 8

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, ~~and request the Owner's approval.~~ Work as defined in EXH-B Project Design Milestones & Deliverables, and request the Owner's approval before proceeding with Construction Documents as defined in EXH-B Design Milestones & Deliverables.

...

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall submit construction documents which are estimated to bid within 5% of the budgeted construction cost. The Cost of Work submittal is defined in EXH-B Project Design Milestones & Deliverables.

...

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsible and responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; ~~and,~~ (4) awarding and preparing contracts for ~~construction-construction~~; and, (5) Any review of bid anomalies or irregularities requiring legal review shall be provided by the Owner.

...

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect ~~shall, as an Additional Service, shall~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

PAGE 9

§ 3.6.1.2 The Architect shall ~~advise-advise, lead,~~ and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent ~~acts-acts, errors,~~ or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

...

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and the Owner's written notice to proceed to Construction Administration and terminates on the date the Architect ~~issues the~~ authorizes the Contractor's final Certificate for Payment.

...

§ 3.6.2.2 The Architect has the authority and obligation to reject Work that does not conform to the Contract Documents. ~~Documents unless the Owner accepts non-conforming work in writing after consulting with the Architect.~~ Whenever the Architect considers it necessary or advisable, the Architect shall have the authority and obligation to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority and obligation of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

...

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within ~~any time limits agreed upon~~ five business days of requests or otherwise with reasonable promptness.

PAGE 10

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent documented tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect's certification on the Certificate for Payment shall be that the percentages of Work shown on the application are completed, to the best of the Architect's knowledge, information, and belief. No judgement is made by the Architect as to the value of the Work or the value of uncompleted Work.

...

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with ~~information given and the design concept expressed in~~ the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

PAGE 11

- .3** forward to the Owner, for the Owner's review and records, written warranties including a warranty schedule of major building systems and warranty expiration dates, and related documents required by the Contract Documents and received from the Contractor; and,

...

- .5** The Architect shall produce punch list items as part of the certificate of Substantial Completion issued to the Contractor. The Architect shall create the list(s), present them to the Owner, incorporate Owner feedback, and compile all punch items for the contractor in a timely

...

manner.

...

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the ~~list~~ list(s) including and not limited to Architectural, Civil, Mechanical, Electrical, Structural, and Plumbing systems submitted by the Contractor of Work to be completed or corrected.

...

§ 3.6.6.5 Upon request of the ~~Owner~~, Owner ten (10) months following substantial completion, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

PAGE 12

§ 3.6.6.6 The Architect shall issue an As Constructed Record set of construction documents that will consist of the As Designed Record Sets of construction documents and Revit model with redlined changes from the General Contractor incorporated into the digital deliverables as defined in AIA G201 2013 Article 2.3 to the Owner upon final completion of the Project. The As Constructed Record documents shall reflect all digital changes made by the Architect between issuing the Bid Documents set and final completion as well as the General Contractor's redline changes. The Architect shall not be held responsible for field verification of the General Contractor's changes. The Architect's full set of deliverables during Construction Administration are defined in EXH-D Owner Requirements.

PAGE 13

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule. Additional Services are Defined in EXH-A Project Charter.

...

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are ~~either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;~~

...

~~.5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;~~

...

~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~

...

~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing;~~

...

~~.9 Evaluation of the qualifications of entities providing bids or proposals;~~

PAGE 14

~~.11 Assistance to the Initial Decision Maker, if other than the Architect.~~

...

.1 2 (two) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

.2 1 (one) visits per week to the site by the Architect during construction

...

.3 2 (two) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

.4 1 (one) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site ~~requirements~~requirements and stakeholder engagement requirements as defined in EXH-B Project Design Milestones & Deliverables.

PAGE 15

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work ~~provided~~provided and defined in Article 2.

...

§ 5.8.1 Architect's responsibility in connection with the services of Owner's consultants, contractors, or design-build contractor shall be to coordinate Owner's consultants', contractors', or design-build contractor's portion of the Instruments of Service. Owner shall require consultants, contractors, or design-build contractor retained by Owner to coordinate their services and documents with those of Architect and Architect's consultants.

PAGE 16

§ 5.16 The Owner shall provide coordination, installation, and procurement of furniture, furnishings, and equipment for the Project.

...

§ 5.17 The Owner shall provide Information Technology equipment plugged into networks. Cabling and infrastructure designed by the Architect and installed by the Contractor.

...

§ 5.18 The Owner shall provide Testing and Special Inspections.

...

§ 5.19 The Owner shall coordinate closely with the Architect and the Contractor for design and installation of security systems in the Project. The Owner shall design systems by locating cameras and designating doors for access control, the Architect shall document and complete the initial design by designing pathways, the Contractor shall install cabling and infrastructure required for the systems to be operational as well as devices, and the Owner shall work with the Contractor to program and test the

...

ARTICLE

...

systems.

...

ARTICLE 6 COST OF THE WORK

...

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of ~~labor~~, labor including escalation for phased work or market conditions, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

...

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of

construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's ~~budget.~~ budget as defined in EXH-A Project Charter and EXH-B Project Design Milestones & Deliverables. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

...

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work ~~shall~~ may be adjusted to reflect changes in the general level of prices in the applicable construction market.

...

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by five percent (5%) by the lowest bona fide bid or negotiated proposal, the Owner shall

PAGE 17

.5 cooperate in revising the Project scope as required to reduce the estimated construction cost to an estimated cost within the Owner's budget. Costs or time incurred by the Architect to review the design to align with the Budget shall be borne entirely by the Architect.

...

~~implement any other mutually acceptable alternative.~~ .6 implement any other mutually acceptable alternative, which may include the Owner's decision to suspend the Project, in which case the Architect shall be paid for services actually rendered under this agreement.

...

§ 7.4 ~~Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. The Owner retains full rights to all Instruments of Service for use in the Project and any existing or future projects.~~

PAGE 18

[] Litigation in a court of competent jurisdiction

PAGE 19

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any reasonable, quantifiable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

PAGE 20

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the committed costs or performance of services attributable to the Architect's termination of consultant agreements.

...

\$0

...

\$0

PAGE 21

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. A hazardous material or toxic substance is any material or substance that may be considered hazardous, toxic, or otherwise subject to statutory or regulatory requirements governing handling, disposal, and/or cleanup. For purposes of this agreement, the term hazardous material shall include and not be limited to asbestos, polychlorinated biphenyl (PCB), mold, mildew, fungi, or other similar microbial conditions.

...

§ 10.6.1 Owner agrees to defend, indemnify, and save harmless the Architect from and against any and all liabilities, demands, claims, penalties, forfeitures, suits, and the costs and expenses arising from the discovery, presence, handling, removal, or disposal of, or exposure to hazardous materials or toxic substances (as defined in §

...

10.6), except to the extent that the presence of or exposure to hazardous materials or toxic substances result from the sole negligence or willful misconduct of the Architect.

...

Defined in EXH-A Project Charter

PAGE 22

Defined in EXH-A Project Charter

...

Defined in EXH-A Project Charter.

...

Defined in EXH-A Project Charter

...

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: follows and defined in EXH-B Project Design Milestones & Deliverables:

...

Defined in EXH-A Project Charter

PAGE 23

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5 %) of the expenses incurred.

...

\$0

...

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. The Architect shall send invoices directly to the Contract Representative named in paragraph 1.1.7.

PAGE 24

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner ~~at mutually convenient times upon~~ written request.

...

12.1 The Architect and the Owner agree that the Project may be phased, include multiple bid packs (as few as one or as many as three) or require accelerated design deliverables to best meet the Owner's schedule of funding approvals and day one operations for building occupants. As a standard of working with the Owner the Architect agrees that additional compensation above fees for Basic Services and Additional Services as defined in EXH-A Project Charter will not be paid to the Architect to perform and deliver services within known parameters for the Project as defined in EXH-A Project Charter, EXH-B Project Design Milestones & Deliverables, and EXH-D Owner Requirements.

12.2 The Architect and the Owner agree to incorporate the Owner's feedback as defined ni EXH-D Owner Requirements. The Owner's written notice to proceed to the next design phase will not be granted without written receipt of required deliverables.

12.3 If the Owner elects to employ an accelerated, phased, or fast track design process (in which some of the Architect's design services overlap the construction work and are out of sequence with the traditional delivery method), Owner does so with full recognition of the inherent risks associated with these design methodologies. Such risks include the Owner incurring costs for the Architect to coordinate and re-design portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents,

and costs for the Contractor to remove and replace previously installed Work. In recognition of the inherent risks of the fast tracking to the Architect and the benefits to the Owner, the Owner agrees to (i) waive all claims against the Architect for design changes, delays, disruptions, or other modifications of portions of the Work already constructed due to the Owner's decision to employ the fast track process and (ii) indemnify and hold the Architect harmless, to the maximum extent permitted by law, from any and all damage, liability, and cost, including reasonable attorney fees and defense costs, arising from third party claims, excepting those attributable to the negligence of the Architect or those for whom the Architect is legally liable. To compensate the Architect for all Additional Services required to modify, correct, or adjust the Construction Documents and coordinate them in order to meet the Owner's program requirements because of the Owner's decision to construct the Project in a fast track manner. Owner further agrees to include in the budget for the Project sufficient contingencies to cover such Additional Services.

12.4 The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, other natural disasters; fires, riots, acts of terrorism, war, or other emergencies or acts of God.

...

- .2 AIA Document E203™-2013, Building Information Modeling Exhibit, if completed; and Digital Data Exhibit, dated as indicated below:

...

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

...

January 31, 2020

PAGE 25

- .3 Exhibits: A-D as identified on page 1 of this agreement and named below

...

- .4 AIA Document G201-2013 Project Digital Data Protocol Form

...

- .5 AIA Document G202-2013 Project Building Information Modeling Protocol Form

...

Other Exhibits incorporated into this Agreement:

...

EXH-A Project Charter

...

EXH-B Project Design Milestones & Deliverables

...

EXH-C Owner Insurance

...

EXH-D Owner Requirements

...

~~4~~.6 Other documents:

...

AIA Document A201-2017 General Conditions

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:29:04 CT on 10/29/2024 under Order No. 4104251278 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Curtis Hartog, Executive Director

(Title)

10/29/2024

(Dated)

EXHIBIT A - Project Charter

Project Identification, Intent, and Scope

Las Estrellas Safe & Welcoming Entrance
1201 University Ave NE
Minneapolis, MN 55413
Minneapolis Public Schools Project Number: 25LASE001

Description

Architectural and engineering services for small addition and renovation of Las Estrellas school to accommodate new safe & welcoming entrance on SE corner of building. Includes interior renovation/relocation of school main office, media center, health care office, and classroom space. Includes add alternate for proposal new monument sign on SW corner of property. Includes complete site survey and geotechnical exploration with soil borings for exterior addition.

Project Summary

Project Delivery Method: Design-Bid-Build

Construction Budget: \$3,650,000.00

Construction Substantial Completion: August 15, 2025

Scope/Budget Context

It is possible that project scope items, not included in the Project Scope below, will be known at the commencement of project design or become apparent during design to one or more of the multiple stakeholders who may be represented on the Project Steering Committee and Project Review Committee. Some of these additional scope items will be desirable on their own merits but may not be possible due to project construction budget. Therefore, discipline on the part of the Consultant will be expected to focus on Project Scope identified below, while also documenting and, if requested, reviewing such items for possible inclusion in this project scope in lieu of scope defined below, or in future District capital projects.

Accordingly, not all the Building Context information contained herein will be applicable to project scope, but it is intended to inform the design process such that, at the conclusion of construction, the existing building is better positioned for current and future instructional activities; and additional capital investment that might be funded in future capital plans.

Project Schedule

Project Phase	Suggested Completion Date
BOE Design Contract Approval	November 12, 2024
Schematic Design Report	November 28, 2024
Design Development Report	December 16, 2024
Cost Estimate #3	December 16, 2024
Construction Documents Report	January 15, 2025
Receive bids	March 11, 2025
BOE Construction Contract Approval	April 8, 2025
Pre-Construction Activities	April 9, 2025
Construction start	April 14, 2025
Construction substantial completion	August 15, 2025
Warranty period ends (one year)	September 1, 2026

Project Staff

The following MPS staff are anticipated to serve on the **Steering Team**

Ann Cerney	Project Manager – Capital Planning, Construction, and Maintenance (CPCM)
Curt Hartog	Executive Director - CPCM
Tom Parent	Senior Operations Officer
Grant Lindberg	Director, Plant Maintenance
Yusuf Abdullah	Associate Superintendent
Dan Goemann	Master Planner - CPCM

The following MPS staff are anticipated to serve on the **Stakeholder Team**

Ann Cerney	Project Manager – Capital Planning, Construction, and Maintenance (CPCM)
Yajaira Guzman Carrero	Principal, Las Estrellas
Laura Gandara-Chavez	Assistant Principal, Las Estrellas

Project Communications

Consultant and District representative will coordinate the development and implementation of a project communications plan, including:

Communication
Meetings with Steering Team
Meetings with Stakeholder Team
Presentations to Community Groups if needed
Project web page updates
Project e-updates
Updates for elected representatives
Updates for families and staff
Updates for neighborhood
Construction signage
Board of Education updates

Project Budget

TOTAL PROJECT BUDGET (inclusive of fees and soft costs): **\$4,400,000.00**

Includes architectural and engineering services (mechanical, electrical, civil, structural), access control/camera design and consulting, site survey, geotechnical exploration (soil borings), all construction costs, construction testing, special inspections and testing, fixtures, furniture & equipment, hazardous materials testing and removal, contingency, QAQC, MPS Operations, etc.

Design & Engineering	\$ 303,325
Site Survey	incl above
Geotechnical	incl above
Design Contingency	\$ 10,888
Construction	\$ 3,650,000
Constr Contingency	\$ 131,307
Project Mgmt/GOH	\$ 90,640
Operations	\$ 15,840
Hazmat	\$ 88,000
FF&E	\$ 110,000
TOTAL BUDGET BREAKDOWN	\$ 4,400,000

Consultant's Fee, Hourly Rates, and Reimbursable Expenses

Compensation for Project Services as defined herein is a fixed fee of **\$303,325.00**.

Basic Design Services will be allocated to the phases of work as defined in EXH-B Project Design Milestones & Deliverables.

Above fee Includes the following allowances:

Site Survey: \$ 14,000.00

Geotechnical Exploration (Soil Borings): \$ 6,000.00

Printing / deliveries: \$ 2,000.00

Exhibit B – Project Design Milestones & Deliverables

Project Design Milestones

Architect Responsibilities		Owner Responsibilities
Fully Executed Contract	0%	
	1%	Project Steering Team Kickoff
	5%	QAQC Existing Conditions Review
	10%	Project Stakeholder Team Kickoff
Three Design Options Delivered	15%	
City Planning Processes initiated	20%	
Schematic Design Report Delivered	25%	
	35%	MEP Systems Decisions Made
Design Development Report Delivered	50%	All major scope items have final decisions
	75%	QAQC Comprehensive Design Review
Construction Document Report Delivered	80%	
Procurement Begins	90%	
	95%	
Bid Period Ends	99%	
	100%	Fully Executed Construction Contract

Design Milestones

0% Complete – Fully executed architectural contract

Once the Architect has a fully executed contract, work may commence. The Architect and Design team are required to review Minneapolis Public Schools (MPS) District Master Specifications using SpecLink Cloud. Previous project specifications shall not be used as a template for new projects. All changes to MPS Master Specifications will be recorded with track changes, with additions and deletions clearly identified at each Design Report Phase. The Architect and Design team shall utilize the MPS Design Guidelines in the development of the Work. Deviations from design guidelines shall be documented and sent to the Owner for Approval. The Architect and Design team shall conform to the MPS Revit and Drafting Standards including MPS sheet numbering conventions and begin the Work with the MPS Revit template provided by the Owner.

1% Complete – Project Steering Team Kickoff Meeting

The Owner will schedule the first meeting of the Project Steering Team, a team that discusses project scope, schedule, and budget and makes recommendations to the Owner. This team needs to meet at the onset of the project to provide background and input for the Architect and Design team. The meeting will include:

1. Welcome and Introductions
2. Team roles and responsibilities
3. Communication protocol and confidentiality agreement
4. Project Overview
5. Next Steps

The Architect and Design team is expected to provide a presentation, a clear ask of the group, and any available graphics that can describe the scope of work to the team. Graphics at this stage may include aerial photographs, photographs of the building and site, massing models if available, or rudimentary renderings if available. The QAQC team may present suggested maintenance items that could be requested to be incorporated into the project. Generally, the maintenance needed matches the project budget detail. However, on occasion, the maintenance required for the project may change to accommodate the most needed items.

5% Complete – Quality Assurance / Quality Control (QAQC) #1 – Existing Conditions Meeting

The Owner will coordinate a meeting with the Architect and Design team and the Owner's QAQC team. The purpose of the meeting is to:

1. Introduce the Architect and Design team to the QAQC team
2. Allow the QAQC team an opportunity to present important existing conditions to the Architect and Design team.
3. Inform the Architect and Design team of any work that has been performed during pre-planning of the project and can be removed from scope.
4. Document all presented conditions for future reference whether they are included in the budget provided by the Owner at project kickoff or if they are outside the scope of the Work.
5. Identify known deficiencies in the building that are identified in the budget provided by the Owner at project kickoff.
6. Provide the Owner an opportunity to present deficiencies not identified in the budget that should be considered as part of the Work.

The Architect is expected to provide:

- Sign in sheet
- One person whose sole role at the meeting is to document the conversation and take photographs as needed
- Minutes that capture all presented conditions and general discussions during the meeting.
- If multiple component meetings are conducted (e.g. mechanical, electrical, plumbing) the Architect shall assign a person to each team to document the review.

10% Complete – Project Stakeholder Team Kickoff Meeting

The Owner will identify members of the Project Stakeholder team and schedule a meeting with the Architect. The Architect is expected to present preliminary information on the project that includes scope, schedule, and budget. The Architect and Design Team shall provide graphics that are easy to interpret for a non-technical audience such as 3-D views, renderings, photographs, or video fly throughs.

15% Complete - Three Options Delivered

The Architect and Design Team will deliver at least three options to illustrate proposed solutions that will be presented to the Steering Team. All three options must be within the budget provided by the Owner at project kickoff and address programmatic and maintenance goals of the Work. The goal of the meeting is to present options to the Steering Team and ask for recommendations to proceed with design. The Architect is responsible for providing:

- Images that depict the scope options in 3-D formats. Acceptable formats are:
 - Greyscale camera views from Revit
 - Video flythrough
 - perspectives
- Color-coded floor plan that clearly describes scope of work and any associated programmatic moves within the building.
- A table summary of preliminary costs broken into categories of maintenance and new items
- A meeting agenda
- A digital presentation as well as paper handouts
- Minutes

Estimates of expected costs at this stage shall be AACE International Class 4 levels. The cost estimate shall clearly show the expected accuracy range and provide sufficient detail and reference to determine the source and scope of the information. The estimate shall also identify potential risks to the project and estimated costs and mitigation strategies for further refinement.

20% Complete – City planning processes started

It is expected that projects with additions in excess of 2,500 sf or those that disturb more than one acre of land to take 10 to 12 weeks to complete the City of Minneapolis Planning Process. As soon as the Architect has:

- A survey, even in draft form
- A preliminary understand of how big and where any addition(s) will be
- Elevations or camera views from Revit
- Site plan, even in draft form

The Architect shall have an initial meeting with the Planning Department at the City of Minneapolis to discuss initial feedback related to site improvements and storm water conditions on the site. The architect shall invite the Owner's Project Manager to the meeting. As soon as is practicable after the meeting, the Architect shall complete the online application to begin the PDR, LUA, CUP, and variance processes. The Architect shall develop meeting minutes for all meetings with the City. The meeting minutes shall be sent to all parties in attendance for verification of items discussed and to the Owner's Project Manager.

20% Complete – Commissioning Agent kickoff

The Owner will hire a Commissioning Agent, if needed. The Commissioning Agent will be responsible for design review and input throughout the project. The Architect and Design Team will incorporate the Commissioning Agent comments upon review and approval by the Owner's Project Manager.

25% Complete – Schematic Design (SD) Report, Cost Estimate 1, Constructability Review 1, EDA preliminary report

The Architect and Design Team will deliver the Schematic Design (SD) report to the Owner for review. The SD Report will be used to make final scope determinations, select mechanical options, and determine if the project is on budget and on schedule. The Owner will to compile Owner comments to return to the Architect. The Architect will identify any non-standard equipment or processes in this report for Owner approval. SD report shall include:

- All drawings created for the project to date. This shall include a complete title page that indicates all potential drawings that will form the Construction Drawings. All drawings shall be bookmarked in Bluebeam Studio by the Architect as defined in Article 5 of the AIA E203-2015 to facilitate Owner reviews.
- MEP narratives
- Cost Estimate #1 that contains cost information for up to three mechanical options and up to two architectural variations that meet program needs. The cost estimate shall be an AACE International Class 3 estimate. The estimate shall provide enough detail to determine the major cost drivers for the project and adequate to understand the scope of the project. The cost estimate shall detail the level of accuracy and provide a narrative on the contingency value used and why. Where appropriate the maintenance items that are not part of the improvement items shall be detailed in the cost estimate
- Constructability Review #1
- Preliminary EDA report (not all projects should participate in EDA)
- All meeting minutes to date
- Survey
- City Planning Documentation
- Revit file archived at delivery of SD report

SD report must be in 8 ½ x 11 format with tabs. It must be delivered digitally as a PDF. The table of contents should read:

1. Project Background
 - a. Executive Summary
 - b. Project Goals
 - c. Program goals
 - d. Project Scope
 - e. Preliminary Project Schedule showing both design, bidding and construction schedules
2. Existing Conditions
 - a. Survey

- b. Site Plan
 - c. Code Reviews
 - d. Revit Camera Views or renderings
3. Design Options
 - a. Architectural
 - b. Mechanical
 - c. Electrical
 - d. Plumbing
 - e. Food Service (if applicable), etc.
 - f. Maintenance items identified in the 5% meeting.
4. Cost Estimate
 - a. Project Budget breakdown for consultant services
 - b. Cost Estimate. AACE International Class 3
 - c. Constructability Review. List all risks and any unknown complexities.
5. EDA report (if applicable)
6. Minutes

35% Complete – MEP decisions Made

The Owner is committed to making any major MEP decisions such as choosing system types at this stage in order to allow the Architect and Design Team to progress with drawings, designs and specifications. Documentation of decisions shall be provided in meeting minutes.

50% Complete – Design Development (DD) report, Cost Estimate 2, Constructability Review 2, Final EDA report

The Owner is committed to making design decisions early to have a robust submittal at this phase for review. For the DD Report, the Architect and Design Team shall provide:

- Enough detail completed in at least one portion of the building (or major component of the project), to produce detail sheets, an idea of design intent with mechanical systems, and architectural decisions that indicate a final configuration.
- Specification sections that represent all or nearly all sections to be included in construction documents
- All drawings needed for a Construction Document shall be identified and in order.
- All drawings shall be bookmarked in Bluebeam by the Architect as defined in Article 5 of the AIA E203-2015 to facilitate Owner reviews.

DD report shall contain:

- Digital (PDF) drawings, and SpecLink copy of the specifications.
- All drawing sheets that will be included in the final set, even if they are blank,.
- Diagrammatic layouts of building systems
- Draft specification that contains all divisions, even if they are blank
- Cost estimate #2 in organized by major CSI division for construction items and detailed non-construction items. The cost estimate shall be an AACE International Class 3 estimate that shows the accuracy range of each item and the total.
- Constructability review #2
- Final EDA report (if applicable)
- Update on City of Minneapolis planning progress (if applicable)
- Revit file archived at delivery of DD report and delivered to the Owner

The Architect shall provide one electronic copy to the Owner.

50% Complete – All major scope items have final decisions

The Owner will make final decisions on all major scope items to allow the Architect and Design Team to create detailed drawings for the next review. The deliverable from the Owner to the Architect will be written confirmation of scope decisions.

75% Complete – QAQC Comprehensive Design Review

The Architect and Design Team will prepare complete and detailed drawings and specifications for review by the Owner. The 75% set of drawings shall have 75% of all the drawings completed to 100%. All drawings in the Construction drawing set shall be identified on the index page. Detail numbering and references shown in the 75% drawings cannot be changed. Specifications shall be provided such that all specifications are identified and 75% of the specifications are in final form. All changes to the MPS District Master Specifications shall be clearly shown using track changes. New specifications that are not part of the MPS District Master Specifications shall be identified. Drawings shall be provided in Bluebeam Studio for review and comment. The Architect and Design Team shall document all comments and either incorporate them into the documents or provide an issue resolution document that details the comment and resolution and reasons not to include the change in the Construction Document. Documentation shall include all elements required to accurately describe the work. The Architect shall maintain the 75% review set for reference. The Architect shall provide the Owner with a list of unresolved comments/changes at the 90% review stage. The Owner and Architect shall document any unresolved item not included in the final project set and place that in the file.

80% Complete – Construction Document (CD) report, Cost Estimate #3, Constructability Review #3

Construction Document (CD) report is the basis for a final quality control check by the Owner. The drawings shall be complete. Cost estimates shall be at the AACE International Class 2 level with documented levels of accuracy for each item. The estimate shall include any risks, contingencies, exceptions and sources. Expected accuracy for each item is -10% to +20% or better. An estimate simulation shall be completed showing the outcome of various scenarios inside of the accuracy range. The final cost estimate shall not contain any amount for design contingency. At a minimum, 5% of the budget shall be represented in add alternates. Deliverables will include:

- Bluebeam Studio (PDF) drawing set, SpecLink of the specification. Both shall be indexed for ease of review.
- All drawings shall be bookmarked in Bluebeam by the Architect as defined in Article 5 of the AIA E203-2015 to facilitate Owner reviews.
- Specifications shall be in SpecLink Cloud.
- Correspondence relevant to City of Minneapolis Planning processes or Plan Review processes
- All drawing sheets that will be included in the final set.
- Egress plan for construction zones while building is occupied
- Diagrammatic layouts of building systems
- Draft specification that contains all divisions
- No major changes in design intent or scope can occur between DD and CD report

- Cost Estimate #3 organized by CSI division for construction items and detailed non-construction items at Class 2 level
- Constructability Review narrative
- Revit file archived at delivery of CD report

The Owner to review all documents to ensure completeness and accuracy. Architect shall incorporate Owner comments into the final construction documents prior to issuing the set for bid release.

90% Complete – Procurement Begins

100% Construction Documentation set is released for public bid. Architect will coordinate with Owner to set a date for the mandatory pre-bid meeting, publicize bid release, and produce an official “Call for bids”. Owner to approve all addenda before issued. The Architect and Design Team are expected to attend the pre-bid meeting and provide responses to questions, issue addendums and document changes to designs, specifications, and contract documents.

95% Complete – Bid Opening

This is considered as the bid opening. All addenda have been issued and questions responded to. The bid opening shall be attended by the Architect. The Architect shall provide a review of the apparent low bid and a written recommendation of award to the Owner. If the apparent low bid exceeds the cost estimate provided by the Architect, a detailed review and analysis shall be conducted by the Architect and Design Team to determine the areas that caused the over bid. The Architect shall also make a written recommendation to accept or deny the alternates in the bid document.

100% Complete – Fully executed contract between Owner and General Contractor

The Architect shall submit to the Owner the Revit file containing the Construction drawings, the specifications, and any addenda issued. The Owner shall prepare the contract documents for award of the contract, issue the notice of award to the Contractor, and collect the payment and performance bonds, insurance, letter of assent and other documents. Upon MPS Board of Education official approval of the general construction contract, the Architect shall prepare a draft “Notice to Proceed” for the Contractor, which will be reviewed by the Owner prior to issuing to the Contractor.

Construction Phase

The Architect shall prepare all meeting agendas and produce weekly meeting minutes for all meetings throughout the construction phase. The Architect will notify the Owner of discussion topics prior to the scheduled meeting so the Owner may invite the appropriate MPS staff and QA/QC personnel to participate in the meeting. Meeting minutes for all meetings shall be distributed within 5 working days following the meeting.

Submittals

Procure, Submittal Exchange, or similar program shall be used for review and approval of all submittals.

The Architect shall review Submittal Log prepared by Contractor. The Architect and Design Team shall document submittal schedule variances and provide the information to the Contractor and the Owner at least once a week.

The following process shall be used for review of all submittals:

1. Contractor reviews all submittals for adherence to plans and specifications, and if acceptable, forwards to design or engineering team for review and comment. If not adherent to plans and specifications, submittal is returned to vendor to revise & resubmit.
2. The design or engineering team reviews all submittals for adherence to plans and specifications,



and if acceptable, forwards to design or engineering team for review and comment. If not acceptable, submittal is returned to contractor/vendor to revise & resubmit.

3. MPS QAQC team reviews all submittals, and if acceptable, forwards to MPS Project Manager, Ann Cerney, for review and comment. If not acceptable, submittal is returned to contractor/vendor to revise & resubmit.
4. MPS Project Manager, Ann Cerney, reviews all submittals for final approval. If acceptable, submittal is returned to contractor/vendor for fabrication. If not acceptable, submittal is returned to contractor/vendor to revise & resubmit.

The Architect shall review all submittals and determine if the submittal meets the Contract Documents. Each submittal shall be labeled with a stamp or similar that identifies the reviewer of the submittal, date of review and action. Submittals shall be marked as:

- No exception taken
- Make Corrections Noted
- Revise and Resubmit
- Rejected
- No submittal is required

If the Architect or Engineer or and Design Team is unclear as to the requirements of the contract documents, or should they need input from the Owner, they shall contact the Owner's Project Manager. All substitution requests shall be sent to the Owner for review. The Owner requires a minimum of one week for all reviews.

Substantial Completion

The Architect and Design Team shall review the punch list provided by the Contractor to verify the list is complete and accurate based on the Architect's review. The Architect and Design Team shall issue a preliminary final punch list of items to the Owner and schedule a punch list site review with the Owner. The punch list may be modified because of the Owner's punch list site review.

The Architect shall then issue a final punch list to the Owner and Contractor. If the Owner, Architect, and Design Team deem the project substantial complete in accordance with Contract Documents, the Architect shall prepare and deliver a Certificate of Substantial Completion to the Contractor and Owner establishing the date of substantial completion.

The punch list provided at the time of Substantial Completion shall include the Architect's estimate of costs to repair each of the items on the punch list. The estimate provided shall form the basis of the amount of retainage to be withheld for the punch list items in accordance with Minnesota Statute. Issuance of the Certificate of Substantial Completion shall include the final punch list and establish the date of substantial completion.

The punch list shall include a complete list of all close-out manuals, warranties, commissioning reports and other items required by the Contractor as part of the Contract Documents that was not previously provided to the Owner and accepted.

If the project is not deemed substantially complete by the date established in the Contract Documents, the Architect will inform the Contractor of the liquidated damages provision in the Contract Document and apply liquidated damages to the next progress payment as directed by the Owner until the Certificate of Substantial Completion is issued.

Final Completion

The Architect and Design Team shall schedule and be present at the final completion walk through with the Owner. This walk through shall be the final verification of outstanding items completion. Documentation of the completed items shall be maintained by the Architect/Engineer and submitted to the Owner. The Architect/Engineer will review the final documents and manuals provided by the Contractor. The Architect/Engineer shall request a final payment application from the Contractor. After reviewing the final application and approving, forward to the Owner for final payment.

At final completion, the architect shall provide an updated floor plan for the entire building in a PDF format. The architect may amend existing floor plans to show the additions and renovations that have occurred.

Post Construction Phase

One Year Warranty Review

The Architect and Design Team shall schedule with the Owner, the one-year warranty review. This will be scheduled between 10 and 12 months from the date of substantial completion. This meeting is designed to identify warranty items that need to be repaired/replaced as required by the Contract Documents. The Architect and Engineers shall schedule the meeting, take notes and follow up on items identified in the warranty walk through.

EXHIBIT C Owner Insurance

Insurance Requirements

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

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

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

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

- b. Comprehensive General Liability Insurance *

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

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

- c. Automobile Insurance

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

- d. Professional Liability Insurance

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

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

Aggregate	\$4,000,000
-----------	-------------

e. Umbrella Liability Insurance

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

Aggregate	\$2,000,000
-----------	-------------

f. Manned or Unmanned Aircraft Coverage (if used)

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

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

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

2. CONSULTANT’S OBLIGATIONS

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

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

3. PROFESSIONAL LIABILITY INSURANCE

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

4. COVERAGE

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

5. GENERALLY

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

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

Insurance requirements for Contractors

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

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

a. Commercial General Liability

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

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

b. Automobile Insurance

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

c. Workers Compensation

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

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

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

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

e. Manned or Unmanned Aircraft Coverage (if used)

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

f. Property Insurance

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

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

g. Builders "all risk" Insurance

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

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

h. Umbrella Liability

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

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

EXHIBIT D - Owner Requirements

Targeted Group Business

The Owner's Targeted Group Business goal is 12%. The Architect will employ the following strategies:

- Expanding the Professional identity of the targeted business with the design and construction industry.
- Creating opportunities for networking and exposure of the targeted business by team with other consultants.
- Encouraging leadership and management within both organizations and the targeted business through the design and construction process.
- Gaining new perspectives and encouraging cultural change within the firm by working with targeted business.

Quality Performance and Owner Provisions

The following are checklists to enhance quality performance tracking and requirements to promote improved delivery for Architect work items most commonly encountered throughout design and construction.

Before design commences

1. The Architect shall begin design with current download of the Owner's published Master Specifications as provided by the Owner at design kickoff.
2. The Architect shall design to the Owner's published design guidelines and requirements as provided by the Owner at design kickoff. Deviation from the design standard shall be clearly noted on all drawings and specifications up to CD.
3. The Architect shall conform to the Owner's Revit and Drafting Standards as provided by the Owner at design kickoff.
4. The Architect shall begin the 3-D model with the Owner's Revit template as provided by the Owner at design kickoff.
5. The Architect shall be familiar with the City of Minneapolis Planning Review Process.

During Design

1. Conform to all activities required in Article 3 of AIA Document B101-2017.
2. The Architect shall conform to the Owner's design milestones and deliverables as defined in EXH-B.

3. The Architect shall incorporate the Owner's review comments provided during design phases into the final design prior to project bid. Comments shall be cataloged by the Architect and resolution to comments clearly explained.
4. The Architect shall be familiar with the Owner's Procurement requirements.
5. The Architect shall own all agendas and meeting minutes throughout the design process.
6. The Architect shall document all major decision points.
7. The Architect shall present to the Owner's community stakeholders as required.

During Construction Administration

1. Conform to all activities required in Article 3 of AIA Document B101-2017.
2. The Architect shall own all agendas and meeting minutes throughout the construction process.

During Substantial Completion

1. Conform to the requirements of Article 3 in AIA Document B101-2017.
2. Confirm with the Owner the completeness of the punchlist before finalizing.
3. Provide the Owner with a detailed estimate to complete or repair all items on the substantial completion punchlist.

During Project Closeout

1. Conform to all activities required in Article 3 of AIA Document B101-2017.
2. Within thirty (30) days of the date of Substantial Completion, the Architect shall provide the Owner, in writing, a list of incomplete items and the cost to complete those items.

Safety Precautions and Programs

While on location of the Project, the Architect hereby agrees to and shall comply with the following Owner safety requirements.

1. Security Identification Badges: The Owner requires all personnel to wear an identification badge when at a facility of the Owner. The identification badge is to remain on personnel and clearly visible at all times. No one is permitted on-site without an identification badge. The identification badge shall contain the following:
 - a. A legible photograph of the individual (passport sized photo)
 - b. Name of the individual (Minimum 14 point font)
 - c. Name of the employer (Company name, minimum 14 point font)

- d. The badge shall be plastic-laminated.
 - e. The badge identification size shall be 3 ½" x 2 ½" minimum.
2. All personnel are required to check in with the main office to sign in, get a badge, and indicate their destination within the building while school is in session. All personnel are required to sign out in the main office upon completion of their site visit.
 3. No personnel will be allowed to prop doors open and leave them unattended.



AIA[®] Document G202[™] – 2013

Project Building Information Modeling Protocol Form

PROJECT: *(Name and address)*

Defined in EXH-A Project Charter

PROTOCOL VERSION NUMBER:

DATE: March 13, 2018

PREPARED BY: Minneapolis Public Schools

DISTRIBUTION TO: *(List each individual to whom this protocol is distributed. Include individuals listed in Section 1.1, or reference Section 1.1, along with any additional recipients.)*

Defined in EXH-A Project Charter

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 LEVEL OF DEVELOPMENT
- 3 MODEL ELEMENTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 For each Project Participant that has incorporated the Project specific AIA Document E203[™]–2013, Building Information Modeling and Digital Data Protocol Exhibit, dated , into its agreement for the Project, identify and provide the contact information for individuals responsible for implementation of the Modeling protocols. If, for any Project Participant, more than one individual will be responsible for implementation of the Modeling protocols, list each individual separately and describe the unique Modeling Role assigned to each individual.

Modeling Role	Project Participant	Individual Responsible	Contact Information

§ 1.2 This document establishes the Modeling protocols for the Project. For purposes of these protocols, the Model is comprised of the following information and other data sets: *(Indicate disciplines, separate models, and other data that will be included within the Model and governed by the Modeling protocols.)*

§ 1.3 **Collaboration Protocols.** The Project Participants’ protocols for the collaborative utilization of the Model, if any, including communications protocols, a collaboration meeting schedule and colocation requirements, are as follows:

§ 1.4 **Technical Requirements.** The technical requirements relating to the utilization of Building Information Modeling, including specific software and hardware requirements are as follows:

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with a Project specific AIA Document E203[™]–2013, Building Information Modeling and Digital Data Exhibit, which the Parties will incorporate into their agreement for the Project, and a Project specific AIA Document G201[™]–2013, Project Digital Data Protocol Form.

Init.

AIA Document G202[™] – 2013. Copyright © 2013 by The American Institute of Architects. **All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:25:37 on 03/23/2018 under Order No.8259021829 which expires on 03/18/2019, and is not for resale.

User Notes:

(1685548663)

§ 1.5 Training and Support. The parameters for any training or support program(s) that will be implemented with respect to any collaboration strategy or technical requirements are set forth below:

§ 1.6 Model Standard. The Model shall be developed in accordance with the following Model Standard, if any:

§ 1.7 Model Management Protocols and Processes

The following Model Management Protocols and Processes shall apply to the Project only if specifically designated in the table below as being applicable.

(Designate the Model Management Protocols and Processes applicable to the Project in the second column of the table below. In the third column, indicate whether the detailed description of the Model Management Protocol or Process is located in Section 1.8 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Model Management Protocols and Processes	Applicability to Project <i>(Applicable or Not Applicable)</i>	Location of Detailed Description <i>(Section 1.8 below or in an attachment to this exhibit identified below)</i>
§ 1.7.1 Model origin point, coordinate system, precision, file formats and units		
§ 1.7.2 Model file storage location(s)		
§ 1.7.3 Processes for transferring and accessing Model files		
§ 1.7.4 Naming conventions		
§ 1.7.5 Processes for aggregating Model files from varying software platforms		
§ 1.7.6 Model access rights		
§ 1.7.7 Design coordination and clash detection procedures.		
§ 1.7.8 Model security requirements		

§ 1.8 Insert a description of each Model Management Protocol and Process identified in Section 1.7, if not further described in an exhibit attached to this document:

§ 1.9 Terms in this document shall have the same meaning as those in AIA Document E203–2013.

ARTICLE 2 LEVEL OF DEVELOPMENT

§ 2.1 The Level of Development (LOD) descriptions, included in Section 2.2 through Section 2.6 below, identify the specific minimum content requirements and associated Authorized Uses for each Model Element at five progressively detailed levels of completeness. The Parties shall utilize the five LOD descriptions in completing the Model Element Table at Section 3.3.

§ 2.2 LOD 100

§ 2.2.1 Model Element Content Requirements. The Model Element may be graphically represented in the Model with a symbol or other generic representation, but does not satisfy the requirements for LOD 200. Information related to the Model Element (i.e., cost per square foot, tonnage of HVAC, etc.) can be derived from other Model Elements.

§ 2.2.2 Authorized Uses

§ 2.2.2.1 Analysis. The Model Element may be analyzed based on volume, area and orientation by application of generalized performance criteria assigned to other Model Elements.

§ 2.2.2.2 Cost Estimating. The Model Element may be used to develop a cost estimate based on current area, volume or similar conceptual estimating techniques (e.g., square feet of floor area, condominium unit, hospital bed, etc.).

§ 2.2.2.3 Schedule. The Model Element may be used for Project phasing and determination of overall Project duration.

§ 2.2.2.4 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 100, if any, are as follows:

§ 2.3 LOD 200

§ 2.3.1 Model Element Content Requirements. The Model Element is graphically represented within the Model as a generic system, object, or assembly with approximate quantities, size, shape, location, and orientation. Non-graphic information may also be attached to the Model Element.

§ 2.3.2 Authorized Uses

§ 2.3.2.1 Analysis. The Model Element may be analyzed for performance of selected systems by application of generalized performance criteria assigned to the representative Model Elements.

§ 2.3.2.2 Cost Estimating. The Model Element may be used to develop cost estimates based on the approximate data provided and quantitative estimating techniques (e.g., volume and quantity of elements or type of system selected).

§ 2.3.2.3 Schedule. The Model Element may be used to show ordered, time-scaled appearance of major elements and systems.

§ 2.3.2.4 Coordination. The Model Element may be used for general coordination with other Model Elements in terms of its size, location and clearance to other Model Elements.

§ 2.3.2.5 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 200, if any, are as follows:

§ 2.4 LOD 300

§ 2.4.1 Model Element Content Requirements. The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of quantity, size, shape, location, and orientation. Non-graphic information may also be attached to the Model Element.

§ 2.4.2 Authorized Uses

§ 2.4.2.1 Analysis. The Model Element may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Element.

§ 2.4.2.2 Cost Estimating. The Model Element may be used to develop cost estimates suitable for procurement based on the specific data provided.

§ 2.4.2.3 Schedule. The Model Element may be used to show ordered, time-scaled appearance of detailed elements and systems.

§ 2.4.2.4 Coordination. The Model Element may be used for specific coordination with other Model Elements in terms of its size, location and clearance to other Model Elements including general operation issues.

§ 2.4.2.5 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 300, if any, are as follows:

§ 2.5 LOD 400

§ 2.5.1 Model Element Content Requirements. The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of size, shape, location, quantity, and orientation with detailing, fabrication, assembly, and installation information. Non-graphic information may also be attached to the Model Element.

§ 2.5.2 Authorized Uses

§ 2.5.2.1 Analysis. The Model Element may be analyzed for performance of systems by application of actual performance criteria assigned to the Model Element.

§ 2.5.2.2 Cost Estimating. Costs are based on the actual cost of the Model Element at buyout.

§ 2.5.2.3 Schedule. The Model may be used to show ordered, time-scaled appearance of detailed specific elements and systems including construction means and methods.

§ 2.5.2.4 Coordination. The Model Element may be used for coordination with other Model Elements in terms of its size, location and clearance to other Model Elements, including fabrication, installation and detailed operation issues.

§ 2.5.2.5 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 400, if any, are as follows:

§ 2.6 LOD 500

§ 2.6.1 Model Element Content Requirements. The Model Element is a field verified representation in terms of size, shape, location, quantity, and orientation. Non-graphic information may also be attached to the Model Elements.

§ 2.6.2 Authorized Uses. Specific Authorized Uses of the Model Element developed to LOD 500, if any, are as follows:

ARTICLE 3 MODEL ELEMENTS

§ 3.1 Reliance on Model Elements

§ 3.1.1 At any particular Project milestone, a Project Participant may rely on the accuracy and completeness of a Model Element only to the extent consistent with the minimum data required for the Model Element's LOD for that Project milestone as identified below in the Model Element Table, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 3.1.2 Coordination and Model Refinement

Where conflicts are found in the Model, regardless of the phase of the Project or LOD, the Project Participant that identifies the conflict shall promptly notify the Model Element Authors and the Project Participant identified in AIA Document E203–2013 Section 4.8 as being responsible for Model management. Upon such notification, the Model Element Author(s) shall act promptly to evaluate, mitigate and resolve the conflict in accordance with the processes established in Section 1.7.7, if applicable.

§ 3.2 Table Instructions

§ 3.2.1 The Model Element Table in Section 3.3 indicates the LOD to which each Model Element shall be developed at each identified Project milestone and the Model Element Author.

§ 3.2.2 Abbreviations for each Model Element Author to be used in the Model Element Table are as follows:
(Provide abbreviations, such as "A—Architect," or "C—Contractor.")

Abbreviation

Model Element Author (MEA)

§ 3.3 Model Element Table

Model Element Category	Scope Status	Required LOD at Project milestones as defined in EXH-B Project Milestones & Deliverables					
		15%	25%	50%	75%	90%	100%
Exterior Walls	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	300	300	300	300	300
Interior Walls	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	200	200	200	200	200
Roofs	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	300	300	300	300	300
Floors	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	200	200	200	200	200
Exterior doors and windows	Within Scope	200	300	300	300	300	300
	Outside of Scope	100	300	300	300	300	300
Interior doors and windows	Within Scope	200	200	300	300	300	300
	Outside of Scope	100	200	200	200	200	200
Major structural elements	Within Scope	Not required	200	200	300	300	300
	Outside of Scope	Not required	Not required	Not required	Not required	Not required	Not required
Plumbing Fixtures	Within Scope	100	300	300	300	300	300
	Outside of Scope	Not required	Not required	Not required	Not required	Not required	Not required

§ 3.4 Model Element Table Notes

Notes:
(List by number shown on table.)

Additions and Deletions Report for AIA® Document G202™ – 2013

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:25:37 on 03/23/2018.

PAGE 1

Defined in EXH-A Project Charter

...

DATE: March 13, 2018

PREPARED BY: Minneapolis Public Schools

...

Defined in EXH-A Project Charter

PAGE 5

§ 3.3 Model Element Table

<u>Model Element Category</u>	<u>Scope Status</u>	<u>Required LOD at Project milestones as defined in EXH-B Project Milestones & Deliverables</u>					
		<u>15%</u>	<u>25%</u>	<u>50%</u>	<u>75%</u>	<u>90%</u>	<u>100%</u>
<u>Exterior Walls</u>	<u>Within Scope</u>	<u>200</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>
	<u>Outside of Scope</u>	<u>100</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>
<u>Interior Walls</u>	<u>Within Scope</u>	<u>200</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>
	<u>Outside of Scope</u>	<u>100</u>	<u>200</u>	<u>200</u>	<u>200</u>	<u>200</u>	<u>200</u>
<u>Roofs</u>	<u>Within Scope</u>	<u>200</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>
	<u>Outside of Scope</u>	<u>100</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>
<u>Floors</u>	<u>Within Scope</u>	<u>200</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>
	<u>Outside of Scope</u>	<u>100</u>	<u>200</u>	<u>200</u>	<u>200</u>	<u>200</u>	<u>200</u>
<u>Exterior doors and windows</u>	<u>Within Scope</u>	<u>200</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>
	<u>Outside of Scope</u>	<u>100</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>
<u>Interior doors and windows</u>	<u>Within Scope</u>	<u>200</u>	<u>200</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>

	<u>Outside of Scope</u>	<u>100</u>	<u>200</u>	<u>200</u>	<u>200</u>	<u>200</u>	<u>200</u>
<u>Major structural elements</u>	<u>Within Scope</u>	<u>Not required</u>	<u>200</u>	<u>200</u>	<u>300</u>	<u>300</u>	<u>300</u>
	<u>Outside of Scope</u>	<u>Not required</u>					
<u>Plumbing Fixtures</u>	<u>Within Scope</u>	<u>100</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>
	<u>Outside of Scope</u>	<u>Not required</u>					



**AMENDMENT TO FACILITY USE AGREEMENT
(HAMILTON SCHOOL)**

This Amendment (“Amendment”) to the Facility Use Agreement for Hamilton School executed on July 28, 2015 is made and entered into this ____ day of _____, 2024, by and between Special School District No. 1, Minneapolis Public Schools, a public school district created and existing pursuant to Minnesota law (“School District”), and the City of Minneapolis, a Minnesota municipal corporation located in the County of Hennepin, State of Minnesota (“Tenant”).

WHEREAS, the School District is the owner of Hamilton School, located at 4119 Dupont (aka 4131 Dupont) Avenue North, Minneapolis, MN 55412, and legally described as Lots 1-26 inclusive, Block 10, Wyoming Park Addition to Minneapolis, including the adjacent vacated alley and;

WHEREAS, on July 28, 2015, the parties entered into a Facility Use Agreement (“Agreement”) for Tenant related training, administration, and community program purposes at the Hamilton School; and

WHEREAS, the parties desire to extend the term of this Facility Use Agreement and adjust the lease costs;

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

Section 1. **Term** of the Agreement shall be amended to read as follows:

1. The term of this Agreement shall be extended for three years, commencing on January 1, 2025, and terminating on December 31, 2027, unless terminated earlier under the terms of this Agreement. Tenant shall have the right to further extend the Agreement for two additional one-year terms by written notice from Tenant to School District at least 60 days prior to the end of each term.

Section 2. **Exhibit B-1** Payment schedule of the Agreement should be amended to read as follows:

Year	Annual Use Fee	Monthly Use Fee
2025	\$161,416.40	\$13,451.37
2026	\$177,201.60	\$14,766.80
2027	\$203,680.00	\$16,973.33
2028	\$244,416.00	\$20,368.00
2029	\$293,299.20	\$24,441.60

Section 3. Section 17. Notices in the Agreement should be updated as follows:

Tenant:
City of Minneapolis
Property Services
350 5th St S Room 108
Minneapolis, MN 55415

With a copy to:
City of Minneapolis
350 5th St S Room 130
Minneapolis, MN 55415
Attn: Police Administration

Section 4. Section 18, Right to terminate in the Agreement shall be revised by deleting “at least three (3) years advance notice to the other party.” and replacing it with “at least one (1) year advance notice to the other party.”

Section 5. Miscellaneous. Except as herein amended, the terms, conditions and provisions of the Agreement shall remain in full force and effect. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Minnesota. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

IN FURTHERANCE WHEREOF, the School District and Tenant have executed this Amendment effective as of the date first written above.

**MINNEAPOLIS PUBLIC SCHOOLS,
SPECIAL SCHOOL DISTRICT NO. 1:**

By: _____

Its: _____

Date: _____

CITY OF MINNEAPOLIS

By: _____

Pam Fernandez

Its: Director of Procurement

Date: _____

Department head responsible
for monitoring contract:

Finance Officer

Approved as to form:

Assistant City Attorney



Council Action No. 2024A-0839

City of Minneapolis

File No. 2024-01262

Committee: AEO

Public Hearing: None

Passage: Nov 14, 2024

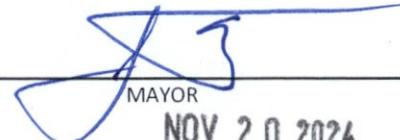
Publication: NOV 23 2024

RECORD OF COUNCIL VOTE				
COUNCIL MEMBER	AYE	NAY	ABSTAIN	ABSENT
Payne	X			
Chughtai	X			
Wonsley				X
Rainville	X			
Vetaw	X			
Ellison				X
Osman	X			
Cashman	X			
Jenkins	X			
Chavez	X			
Koski	X			
Chowdhury	X			
Palmisano	X			

MAYOR ACTION

APPROVED

VETOED


MAYOR
NOV 20 2024

DATE

Certified an official action of the City Council

ATTEST:


CITY CLERK

Presented to Mayor: NOV 15 2024

Received from Mayor: NOV 20 2024

The Minneapolis City Council hereby authorizes an extension to Contract C39733 with Minneapolis Public Schools for a new three-year term, with 2 one-year extension options, in the amount of \$1,080,014, for leased space at 4131 Dupont Ave N.

Encroachment Permit Report

The Department of Public Works has received an application for an encroachment permit requesting **Minneapolis Board of Education District No. 1**, its successors and assigns, be permitted to install, maintain and utilize an **ADA Ramp/Stairs/Railing** within the public right-of-way.

Encroachment Description: According to the plan submitted and of record at the City of Minneapolis – Public Works (Right of Way Section), an ADA Ramp, Stairs & Railing will encroach (approx.) into the north right-of-way of 20th Avenue NE. All encroachments will be placed adjacent to **Edison High School, 700 – 22nd Avenue NE, PID 11-029-24-44-0094**, in accordance with the plans and drawings **dated 11/4/2024, and Chris Laabs, LSE Architects**, has filed with this application.

1. This permit will be granted subject to all requirements and conditions in Chapters 95, 429 and 430 of the Minneapolis Code of Ordinances.
2. All work done is subject to the approval and acceptance of the Director of Public Works and the Director of Inspections and all other necessary permits must be obtained.
3. The permission granted shall be subject to all ordinances of the City of Minneapolis now existing or which may hereafter be passed relative to the use or maintenance of such areas under, on or above streets, alleys and public places.
4. The permit holder shall pay all costs resulting from the alteration or relocation of any and all public or private utilities made necessary in connection with the permitted encroachment and is responsible for all loss, damage or claims resulting from the installation, relocation, use or removal of the permitted encroachment.
5. Promptly after the installation or removal of the permitted encroachment the permit holder shall properly replace and repair the right-of-way to a condition acceptable to the Director of Public Works.

Signature: _____ **Date:** _____
(Scott Graykowski, Right of Way Section)

The applicant agrees to the conditions stated above by signing the Acceptance of Encroachment Permit Terms on the reverse side of this document and by supplying evidence of liability insurance in the amount not less than \$500,000.

Permit No. PW24-E-263
(PROJECT: ADA RAMP/STAIR/RAILING)

ACCEPTANCE OF ENCROACHMENT PERMIT TERMS

Minneapolis Board of Education District No. 1 accepts the terms and provisions contained in the report prepared by the City Engineer, wherein the City of Minneapolis will grant to the applicant, their successors and assigns, permission to install, maintain and use the encroachment described in their application, subject to the provisions of Chapter 95 of the Minneapolis Code of Ordinances. In accepting these conditions, the permit holder warrants that their successors and assigns will perform all the acts and things specified in the **Encroachment Permit Report** and will at all times hold harmless the City of Minneapolis from any and all claims for damages arising from or by reason of the construction, maintenance, use or removal of the encroachment as described.

WHEREOF, said _____

has set their hand on _____, 2024.

(Signature)

**MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2024-0049**

**RESOLUTION REPEALING POLICIES 3142, 3179, 3200, 3220, 3294, 3295, 3400,
AND 3432; REVISING POLICIES 3005, 3170, 3280, 3434, AND 3700 (2024-0049)**

WHEREAS, Following a comprehensive review, the Policy Committee recommends the following policies be revised and repealed.

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

SECTION 1: **REPEAL** “Policy 3142: Internal Service Funds” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

R E P E A L

~~Policy 3142: Internal Service Funds (Repealed)~~

~~Each year the Minneapolis Public Schools will update expenditure projections for its Internal Services Funds for the next three years.~~

~~**Original Adoption:**
10/30/1990~~

SECTION 2: **REPEAL** “Policy 3179: Equipment Replacement” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

R E P E A L

~~Policy 3179: Equipment Replacement (Repealed)~~

~~The Minneapolis Public Schools will project its equipment replacement and maintenance needs for the next several years and will update this projection each year.~~

~~**Original Adoption:**
10/30/1990~~

SECTION 3: **REPEAL** “Policy 3200: Local Funds” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3200: Local Funds (Repealed)~~

~~The Board of Education shall annually direct the County Auditor to levy the necessary local property tax monies for the School General Fund, Debt Redemption Fund, Transportation Fund, Capital Expenditure Fund, and Community Education Fund, subject to any local or state limitations.~~

~~Original Adoption:~~

~~04/25/1967~~

~~Revision Dates:~~

~~10/09/1973, 09/09/1975, 02/24/1976, 10/30/1990~~

~~Legal References:~~

- ~~• M.S. 275.125~~

SECTION 4: **REPEAL** “Policy 3220: Federal, State, Local Funds” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3220: Federal, State, Local Funds (Repealed)~~

~~The Superintendent of Schools shall provide the appropriate data to agencies for the purpose of obtaining all aids and reimbursements to which the district is entitled. This responsibility shall be delegated to the Associate Superintendent for Finance and Operations.~~

~~Original Adoption:~~

~~04/25/1967~~

~~Revision Dates:~~

~~11/9/1971, 10/9/1973, 10/30/1990~~

SECTION 5: **REPEAL** “Policy 3294: Bond Ratings” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3294: Bond Ratings (Repealed)~~

~~The Minneapolis Public Schools will maintain good communications with bond rating agencies about its financial condition. The Minneapolis Public Schools will follow a policy of full disclosure on every financial report and bond prospectus.~~

~~**Original Adoption:**
10/30/1990~~

SECTION 6: **REPEAL** “Policy 3295: Cash Flow” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3295: Cash Flow (Repealed)~~

~~The Minneapolis Public Schools will make cash flow analyses of all funds on a regular basis. Disbursement, collection and deposit of all funds will be scheduled to insure maximum cash availability.~~

~~**Original Adoption:**
04/25/1967~~

~~**Revision Dates:**
10/09/1973, 10/30/1990~~

SECTION 7: **REPEAL** “Policy 3400: Banking” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3400: Banking (Repealed)~~

1. PURPOSE

~~Minneapolis Public Schools is committed to sound financial management that supports the mission and vision of the district and is compliant with applicable law. Banking depositories must meet high standards to meet the district’s goals. The purpose of this policy is to establish how banking depositories are chosen by the district and how banking relationships are managed and maintained by the administration.~~

2. GENERAL STATEMENT OF POLICY

- ~~a. The Board of Directors at its annual meeting will designate and approve one or more national banks, state banks, or savings associations as official depositories for district funds upon the recommendation of the Superintendent.~~

- b. The Superintendent shall present to the Board of Directors those financial institutions that meet district standards and that are recommended for designation by the Board.
- c. No one other than the Deputy Treasurer or Assistant Deputy Treasurer of the District may establish an account in the name of Minneapolis Public Schools or any of its divisions, departments or schools.
- d. Use of the tax identification number of the District shall be at the direction of the Superintendent or the Superintendent's designee alone.
- e. Unauthorized use of the tax identification number of the District, or the name of the District, its divisions, departments, programs or schools to open any financial account in any institution shall subject the user to discipline.
- f. The Superintendent and the Board Standing Committee on Finance shall establish the standards for district banking depositories.
- g. The Superintendent shall issue a request for proposals to be considered as a depository for the district's funds no less than once every five (5) years.

Original Adoption:

~~04/25/1967~~

Revision Dates:

~~11/09/1971, 10/09/1973, 10/30/1990, 02/26/1991, 09/11/2012~~

Legal References:

- Minn. Stat. §123B.02 (School District Powers)
- Minn. Stat. §123B.09 (School Board Powers)
- Minn. Stat. §123B.10 (Publication of Financial Information)
- Minn. Stat. §123B.14 (Board Officers, Duties)
- Minn. Stat. §123B.75 (Revenue)
- Minn. Stat. §123B.76 (Expenditures)
- Minn. Stat. §123B.77 (Accounting, Budgeting and Reporting Requirements)
- Minn. Stat. §123B.78 (Cash Flow, Revenues, Borrowing, Deficits)
- Minn. Stat. §123B.79 (Permanent Fund Transfers)
- Minn. Stat. §123B.80 (Exceptions for Permanent Fund Transfers)

MPS Policy Cross References:

- Policy 3005 (Budget)

SECTION 8: **REPEAL** “Policy 3432: Expenditure Reporting” of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3432: Expenditure Reporting (Repealed)~~

~~Where possible, the reporting system will provide monthly information on the total cost of specified services by type of expenditure and, if necessary, by fund.~~

~~**Original Adoption:**~~

~~10/30/1990~~

SECTION 9: AMENDMENT “Policy 3005: Budget” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 3005: Budget

1. PURPOSE

~~The purpose of this policy is to establish parameters to ensure the School District’s revenue and expenditure budgets are in accordance with the applicable provisions of law.~~ The purpose of this policy is to establish lines of authority and procedures for the establishment of the school District’s revenue and expenditure budgets in accordance with applicable law.

2. GENERAL STATEMENT OF POLICY

~~The School District’s budget expresses how the School Board’s values, goals, and priorities will be implemented within given financial and legal parameters. The budget also shows how public resources are responsibly and strategically used to advance the District’s mission and vision.~~ The District’s budget expresses how the school board’s values, goals, and priorities will be implemented within given financial and legal parameters. The budget also shows how public resources are responsibly and strategically used to advance the District’s mission and vision.

3. PREPARATION

- ~~a. The Superintendent or designee shall each year prepare preliminary revenue and expenditure budgets for review by the School Board’s Finance Committee. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the School Board and the public.~~
- ~~b. Where possible, performance measurement and productivity indicators will be integrated within the budget.~~

4. ADOPTION

- ~~a. Prior to July 1 of each year, the School Board shall approve and adopt its initial revenue and expenditure budgets for the next school year. The adopted expenditure budget document shall be considered the School Board’s expenditure authorization for that school year.~~

5. PUBLICATION

- a. Each year, the School District shall publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the Commissioner within one week of the acceptance of the final audit by the School Board, or November 30, whichever is earlier.
- b. A statement shall be included in the publication that the complete budget in detail may be inspected by any resident of the School District upon request to the Superintendent.

6. MODIFICATION

- a. If revisions or modifications in the adopted expenditure budget are determined to be advisable by the administration, the Superintendent shall recommend the proposed changes to the School Board. The proposed changes shall be accompanied by sufficient and appropriate background information on the revenue and policy issues involved to allow the School Board to make an informed decision.
- b. If sufficient funds are not included in the expenditure budget in a particular fund to allow the proposed expenditure, funds for this purpose may not be expended from that fund prior to the adoption of an expenditure budget amendment by the school board to authorize that expenditure for that school year. An amended expenditure shall not exceed the projected revenues available for that purpose in that fund.
- e. The School District's revenue budget shall be amended from time to time during a fiscal year to reflect updated or revised revenue estimates. The Superintendent shall make recommendations to the School Board for appropriate revisions. If necessary, the School Board shall also make necessary revisions in the expenditure budget if it appears that expenditures would otherwise exceed revenues and fund balances in a fund.

7. REPORTING

- a. The Superintendent or designee shall prepare regular monthly reports comparing actual revenues and expenditures to the budgeted amount.
- b. The School District shall make such reports to the Commissioner as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

8. PROJECTIONS

- a. The School District will estimate its revenues by an objective analytical process and will project revenue for the next three years and update this projection annually. Each existing and potential revenue source will be reexamined annually.
- b. Each year, the district will update expenditure projections for its Internal Services Funds for the next three years.

9. RESPONSIBILITY AND AUTHORIZATION

- a. The School Board places the responsibility for administering the adopted

~~budget with the Superintendent. The Superintendent may delegate duties related thereto to other officials, but maintains the ultimate responsibility for this function.~~

~~b. The Superintendent shall have power to approve and direct expenditures in accordance with the budget.~~

10. REQUIREMENTS

- a. The Superintendent or such other school official as designated by the Superintendent or the school board shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the school board and the public. The school board shall review the projected revenues and expenditures for the District for the next fiscal year and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected. The Superintendent or the Superintendent's designee shall present regular monthly reports comparing actual revenues and expenditures to the budgeted amount.
- b. The District must maintain separate accounts to identify revenues and expenditures for each building. Expenditures shall be reported in compliance with Minnesota Statutes, section 123B.76.
- c. Each year, the District shall publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the Commissioner of the Minnesota Department of Education (MDE) within one week of the acceptance of the final audit by the school board, or November 30, whichever is earlier. A statement shall be included in the publication that the complete budget in detail may be inspected by any District resident upon request to the Superintendent. A summary of this information and the address of the District's official website where the information can be found must be published in a newspaper of general circulation in the District. At the same time as this publication, the District shall publish the other information required by Minnesota Statutes, section 123B.10.
- d. At the public hearing on the adoption of the District's proposed property tax levy, the school board shall review its current budget and the proposed property taxes payable in the following calendar year.
- e. The school board shall, as soon as practicable after the close of each fiscal year, cause to be printed, published, and distributed a report of the condition of the public school program under its charge, and of all the property under its control, with full and accurate account of all receipts and of all expenditures of the school district during the preceding year including operating and maintenance expenses as well as all expenses for capital outlay and building site improvement. The report shall also include a full listing of the salary schedules for all school personnel, certificated and noncertificated in effect during the preceding year. Not later than the 15th day of the last month of

each fiscal year the board shall adopt and cause to be published two separate budgets, an operating budget and a capital budget for the subsequent fiscal year.

The board shall adopt and publish standards governing the content of its budgets and of its annual report.

- f. The District must also post the materials specified in Paragraph 3.c. above on the District's official website, including a link to the District's school report card on the MDE website, and publish a summary of information and the address of the District's website where the information can be found in a qualified newspaper of general circulation in the District.
- g. The District will estimate its revenues by an objective analytical process and will project revenue for the next three years and update this projection annually. Each existing and potential revenue source will be reexamined annually. Each year, the District will update expenditure projections for its Internal Services Funds for the next three years. The District will project its equipment replacement and maintenance needs and will update the projections each year.

11. IMPLEMENTATION

- a. The school board places the responsibility for administering the adopted budget with the Superintendent. The Superintendent may delegate duties related thereto to other school officials, but the Superintendent maintains the ultimate responsibility for this function.
- b. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).
- c. The Superintendent or the Superintendent's designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.
- d. Supplies and capital equipment can be ordered prior to budget adoption only by authority of the school board. If additional personnel are provided in the proposed budget, actual hiring may not occur until the budget is adopted unless otherwise approved by the school board. Other funds to be expended in a subsequent school year may not be encumbered prior to budget adoption unless specifically approved by the school board.
- e. The District shall make such reports to the Minnesota Commissioner as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

Original Adoption:

04/25/1967 (as Policy 3000)

Revised Dates:

10/09/1973, 02/26/1991, 12/08/2020

Legal References:

[Minn. Stat. § 123B.10 \(Publication of Financial Information\)](#)

[Minn. Stat. § 123B.76 \(Expenditures; Reporting\)](#)

[Minn. Stat. § 123B.77 \(Accounting, Budgeting, and Reporting Requirements\)](#)

[Minn. Stat. § 128D.06 \(Board's Annual Report and Budgets\)](#)

SECTION 10: **AMENDMENT** “Policy 3170: Capital Planning And Budgeting” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 3170: Capital Planning And Budgeting

1. PURPOSE

The Board of Education supports capital improvement to district facilities through the use of bonds and other appropriate revenue sources. Improvements to schools are made to support District priorities and educational and safety needs of the students, staff and visitors.

2. GENERAL STATEMENT OF POLICY

- a. Superintendent or Superintendent’s designee shall prepare the following plans annually:
 - i. A rolling, multi-year capital plan covering a minimum of three (3) years; and
 - ii. A rolling, long-term maintenance and repair plan covering ten (10) years.
- b. These plans will be completed by March 1st of each year and presented to the Board of Education at the April Board business meeting for adoption.
- c. The Superintendent or Superintendent’s designee will use the annual plans to prepare an annual capital improvement budget which will be presented for adoption to the Board of Education at the same time as the General Budget.
- d. The Superintendent or Superintendent’s designee shall coordinate development of the capital improvement budget with the development of the operating budget. Future operating costs associated with new capital improvements shall be projected and provided for operating budget forecasts and preparations.

3. MULTI-YEAR CAPITAL PLAN

- a. The multi-year capital plan shall provide specific facility improvements being recommended for funding through bonding.
 - b. The plan will include the facility name, the general nature of the capital improvement, the estimated cost for the improvement and the year the improvement will be funded.
4. **COMPREHENSIVE LONG-RANGE BUILDING PLAN**
- a. The District shall develop a comprehensive long-range building plan to project forward school needs at any given time for at least the next five years, such plan to include the needs of the district in connection with school sites, new schools and additions to existing buildings, retiring of obsolete facilities, and rehabilitating, remodeling, and equipping existing school buildings.
 - b. The plan shall be reviewed and updated by the school staff and the board yearly.
 - c. The plan shall be submitted by the board to the city planning commission for its review and recommendations.
5. **LONG-TERM FACILITIES MAINTENANCE PLAN**
- a. The long term facilities maintenance plan will be prepared using the Minnesota Department of Education (MDE) approved forms.
 - b. The plan will be submitted to the MDE as required.

Original Adoption:

10/30/1990

Revision Dates:

04/14/2020 (Replaces former policies 3170, 3172, 3174, 3176, 3178)

Legal References:

- Minn. Stat. §123B (School District Powers and Duties)
- [Minn. Stat. § 128D.07 \(Comprehensive Long-Range Building Plan\)](#)
- Minn. Stat. §575.52 (Bond Issues-: Purposes)

MPS Policy Cross References:

- Policy 3005 (Budget)

SECTION 11: **AMENDMENT** “Policy 3280: Gifts, Bequests And Grants” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 3280: Gifts, Bequests And Grants

1. PURPOSE

~~The District has benefited from the generosity of our community. Persons and organizations may wish to make gifts, bequests or unsolicited grants to the District or any of its schools, programs or departments. These gifts may be in the form of money or property. The purpose of this policy is to establish the circumstances under which the District may accept these offers.~~ The purpose of this policy is to provide guidelines for the acceptance of gifts by the school board. It is the policy of this school district to accept gifts only in compliance with state law.

2. GENERAL STATEMENT OF POLICY

The District has benefited from the generosity of our community. Persons and organizations may wish to make gifts, bequests or unsolicited grants to the District or any of its schools, programs or departments. These gifts may be in the form of money or property.

3. ACCEPTANCE OF GIFTS GENERALLY

The school board may receive, for the benefit of the District, bequests, donations or gifts for any proper purpose. The school board shall have the sole authority to determine whether any gift or any precondition, condition, or limitation on use included in a proposed gift furthers the interests of or benefits the District and whether it should be accepted or rejected. Any District employee or other personnel offered a gift, bequest or unsolicited grant shall follow the established procedures and criteria for evaluation and acceptance of offers. Failure by employees to do so shall subject them to discipline.

4. RESPONSIBILITY

- ~~a. The Superintendent shall establish criteria to be met in the acceptance of gifts, bequests and unsolicited grants and the procedure for examination and evaluation such offers.~~
- ~~b. The Superintendent shall establish the procedure for designating the recipient school, program or department of any offered gift, bequest or unsolicited grant and the use thereof.~~
- ~~e. The Superintendent shall determine which gifts, bequests or grants shall be reported to the board and publicly acknowledged.~~
- ~~d. Any employee or other district personnel offered a gift, bequest or unsolicited grant shall follow the established procedures and criteria for evaluation and acceptance of offers. Failure by employees to do so shall subject them to discipline.~~

5. GIFTS OF REAL OR PERSONAL PROPERTY

The school board may accept a gift, grant or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members. The resolution must fully describe any conditions placed on the gift. The real or personal property so accepted may not be used for religious or sectarian purposes.

6. ADMINISTRATION IN ACCORDANCE WITH TERMS

If the school board agrees to accept a bequest, donation, gift, grant or devise which contains preconditions, conditions or limitations on use, the school board shall administer it in accordance with those terms. Once accepted, a gift shall be the property of the District unless otherwise provided in the agreed upon terms.

- ~~a. Definitions: The following terms shall have these meanings for the purposes~~

- ~~of this policy and any regulations implementing the policy:~~
- ~~i. “donation”—money, equipment, supplies or materials offered to the district or any of its schools, programs or departments as a gift.~~
 - ~~ii. “gift”—money, equipment, supplies or materials offered to the district or any of its schools, programs, or departments without expectation of compensation.~~
 - ~~iii. “bequest”—money, equipment, supplies or materials, or interests in the same offered to the district or any of its schools, programs or departments through the donor’s testamentary documents or through a decedent’s estate.~~
 - ~~iv. “unsolicited grant”—money, equipment, supplies or materials offered to the district or any of its schools, programs or departments without solicitation by or on behalf of the district which may or may not have a specified intended use or recipient.~~
- ~~b. The Board of Directors may accept on behalf of the District any bequest or gift of money or property.~~
- ~~e. All gifts, bequests or unsolicited grants shall be accepted as a gift to the District as a whole.~~
- ~~d. Gifts, bequests or unsolicited grants with a designated purpose may be accepted by the Board of Directors if the purpose stated is suitable. The use of such gifts, bequests or unsolicited grants for the stated purpose shall be honored if the use is in the best interests of the proper administration of the district for the benefit of its students and staff.~~

Original Adoption:

04/25/1967

Revision Dates:

10/09/1973, 09/09/1975, 11/27/2012

Legal References:

- Minn. Stat. 123B.02, subd. 6 (General Powers of Independent School Districts; Bequests, Donations, Gifts.)
- [Minn. Stat. § 465.03 \(Gifts to Municipalities\)](#)

MPS Policy Cross References:

- Policy 1100 (Advertising in the Schools)
- Policy 1560 (Gifts to School Personnel)
- Policy 1720 (External Funds)
- Policy 3440 (Inventories)
- Policy 3445 (Property and Equipment)
- Policy 3517 (Operation, Maintenance and Security of Buildings and Grounds)
- Policy 5550 (Gifts to Schools from Students or Classes)

- Policy 7000 (Gardens on School Property)

SECTION 12: **AMENDMENT** “Policy 3434: Periodic Audit” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 3434: ~~Periodic~~Annual Audit

~~An independent public accounting firm will perform an annual audit and will publicly issue an opinion concerning the Minneapolis Public Schools' finances as mandated by State statutes.~~

1. PURPOSE

The purpose of this policy is to provide for an annual audit of the District's books and records in order to comply with law, to provide a permanent record of the District's financial position, and to provide guidance to the District to correct any errors and discrepancies in its practices.

2. GENERAL STATEMENT OF POLICY

The District's policy is to comply with all laws relating to the annual audit of the District's books and records.

3. REQUIREMENT

- a. The school board shall appoint independent certified public accountants to audit, examine, and report upon the books and records of the school district. The school board may enter into a contract with a person or firm to provide the agreed upon services.
- b. After the close of each fiscal year, the District's books, records, and accounts shall be audited by said independent certified public accountants in accordance with applicable standards and legal requirements. The superintendent and members of the administration shall cooperate with the auditors.
- c. The District shall, prior to September 15 of each year, submit unaudited financial data for the preceding year to the Commissioner of the Minnesota Department of Education (Commissioner) on forms prescribed by the Commissioner. The report shall also include those items required by Minnesota Statutes, section 123B.14, subdivision 7.
- d. The District shall, prior to November 30 of each year, provide to the Commissioner audited financial data for the preceding fiscal year. The District shall, prior to December 31 of each year, provide to the Commissioner and the State Auditor an audited financial statement in a form that will allow comparison with and correction of material differences in the unaudited data. The audited financial statement must also provide a statement of assurance

- pertaining to compliance with uniform financial accounting and reporting standards and a copy of the management letter submitted to the District by its auditor.
- e. The audit must be conducted in compliance with generally accepted governmental auditing standards, the Federal Single Audit Act, and the Minnesota Legal Compliance Audit Guide for School Districts issued by the Office of the State Auditor.
- f. The school board must approve the audit report by resolution or require a further or amended report.
- g. The administration shall report to the school board regarding any actions necessary to correct any deficiencies or exceptions noted in the audit.
- h. The District's accounts and records shall also be subject to audit and inspection by the State Auditor to the extent provided in Minnesota Statutes, chapter 6.

Original Adoption:

04/25/1967

Revision Dates:

10/30/1990

Legal References:

- Minn. Stat. Ch. 6 (State Auditor)
- Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
- Minn. Stat. § 123B.09 (Boards of Independent School Districts)
- Minn. Stat. § 123B.14, Subd. 7 (Officers of Independent School Districts)
- Minn. Stat. § 123B.77, Subds. 2 and 3 (Accounting, Budgeting, and Reporting Requirement)

SECTION 13: **AMENDMENT** “Policy 3700: Fund Balance” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 3700: Fund ~~Balance~~Balances

1. PURPOSE

~~Sound financial record keeping and reporting is an essential element in maintaining the fiduciary duty of the Board of Education to the public. To that purpose compliance with requirements of the Governmental Accounting Standards Board Statements shall be the standard of this district. The purpose of this policy is to establish fund balance classifications and management in compliance with guidance received from the Governmental Accounting Standards Board (GASB).~~The purpose of this policy is to

create new fund balance classifications to allow for more useful fund balance reporting and for compliance with the reporting guidelines specified in Statement No. 54 of the Governmental Accounting Standards Board (GASB).

2. GENERAL STATEMENT OF POLICY

Sound financial record keeping and reporting is an essential element in maintaining the fiduciary duty of the school board to the public. The policy of this school District is to comply with GASB Statement No. 54. To the extent a specific conflict occurs between this policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail.

3. DEFINITIONS

- a. “Assigned” fund balance amounts are comprised of unrestricted funds constrained by the school District’s intent that they be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. In funds other than the general fund, the assigned fund balance represents the remaining amount that is not restricted or committed. The assigned fund balance category will cover the portion of a fund balance that reflects the school District’s intended use of those resources. The action to assign a fund balance may be taken after the end of the fiscal year. An assigned fund balance cannot be a negative number.
- b. “Committed” fund balance amounts are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the school board and that remain binding unless removed by the school board by subsequent formal action. The formal action to commit a fund balance must occur prior to fiscal year end; however, the specific amounts actually committed can be determined in the subsequent fiscal year. A committed fund balance cannot be a negative number.
- c. “Enabling legislation” means legislation that authorizes a school District to assess, levy, charge, or otherwise mandate payment of resources from external providers and includes a legally enforceable requirement that those resources be used only for the specific purposes listed in the legislation.
- d. “Fund balance” means the arithmetic difference between the assets and liabilities reported in a school District fund.
- e. “Nonspendable” fund balance amounts are comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. They include items that are inherently unspendable, such as, but not limited to, inventories, prepaid items, long-term receivables, non-financial assets held for resale, or the permanent principal of endowment funds.
- f. “Restricted” fund balance amounts are comprised of funds that have legally enforceable constraints placed on their use that either are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.
- g. “Unassigned” fund balance amounts are the residual amounts in the general

fund not reported in any other classification. Unassigned amounts in the general fund are technically available for expenditure for any purpose. The general fund is the only fund that can report a positive unassigned fund balance. Other funds would report a negative unassigned fund balance should the total of nonspendable, restricted, and committed fund balances exceed the total net resources of that fund.

h. “Unrestricted” fund balance is the amount of fund balance left after determining both nonspendable and restricted net resources. This amount can be determined by adding the committed, assigned, and unassigned fund balances.

4. CLASSIFICATION OF FUND BALANCES

The school District shall classify its fund balances in its various funds in one or more of the following five classifications: nonspendable, restricted, committed, assigned, and unassigned.

5. MINIMUM FUND BALANCE

The District will strive to maintain a minimum unassigned general fund balance of eight percent (8%) of the annual General Fund budget.

6. ORDER OF RESOURCE USE

If resources from more than one fund balance classification could be spent, the school District will strive to spend resources from fund balance classifications in the following order (first to last): restricted, committed, assigned, and unassigned.

7. COMMITTING FUND BALANCE

A majority vote of the school board is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the board.

8. ASSIGNING FUND BALANCE

The school board, by majority vote, may assign fund balances to be used for specific purposes when appropriate. The board also delegates the power to assign fund balances to the following: Superintendent and Senior Finance Officer. Assignments so made shall be reported to the school board on a monthly basis, either separately or as part of ongoing reporting by the assigning party if other than the school board. An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year’s budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

9. REVIEW

The school board will conduct an annual review of the sufficiency of the minimum unassigned general fund balance level.

~~a. Supremacy of GASB Statement. To the extent that a specific conflict occurs between district policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail.~~

~~b. Applicability. This policy shall apply to all governmental funds including the General, Food Service, Community Service, Capital Projects, and Debt Service Funds.~~

~~c. Classification of Fund Balances. The district shall classify its fund balances in~~

its various funds in one or more of the following classifications and report these on its balance sheet:

- i. Non-spendable funds;
- ii. Restricted funds;
- iii. Committed fund;
- iv. Assigned funds; or
- v. Unassigned funds.

d. Definitions of Classifications:

- i. "Non-spendable" funds are those that cannot be spent because they are:
 - (1) Not in spendable form, such as physical assets; or
 - (2) Subject to legal or contractual requirements requiring that they remain intact.
- ii. "Restricted" funds are those that are externally constrained in their use due to:
 - (1) imposed constraints by creditors, grantors, contributors or laws or regulations of other governmental subdivisions; or
 - (2) constraints imposed by law through constitutional provisions or enabling legislation.
- iii. "Committed" funds are those which are constrained in their use by a formal action of the Board of Directors.
- iv. "Assigned" funds are those which designated to be used for a specific purpose by the Board of Directors, the Superintendent or a Superintendent's designee.
- v. "Unassigned" funds are those funds that are the residual of the General Fund that have not been reported in any other classification.

e. Minimum Fund Balance. The district will take steps to attain a minimum unassigned General fund balance of no less than eight percent (8%) of the estimated General Fund expenditures for the following year.

f. Order of Resource Use. If resources from more than one fund balance classification could be used for an expenditure, the district shall use resources from fund balance classifications in the following order:

- i. 1st—restricted funds
- ii. 2nd—committed funds
- iii. 3rd—assigned funds
- iv. 4th—unassigned funds

g. Actions required to commit a fund balance. In order to commit a fund balance for a specific purpose:

- i. A resolution to commit the fund balance must be made at a regularly scheduled and noticed meeting of the Board of Directors; and
- ii. The resolution must be part of the noticed and published agenda for the meeting; and
- iii. A majority vote of the meeting's quorum must approve the resolution to commit a fund balance; and

- iv. The vote must be taken at a meeting before the end of the fiscal year, although the amount of the commitment may not be yet known.
- h. ~~Actions required to remove a commitment from a fund balance. In order to remove or otherwise change a previously made commitment of a fund balance:~~
 - i. ~~A resolution to change or remove the commitment of the fund balance must be made at a regularly scheduled and noticed meeting of the Board of Directors; and~~
 - ii. ~~The resolution must be part of the noticed and published agenda for the meeting; and~~
 - iii. ~~A majority vote of the meeting's quorum must approve the resolution.~~
- i. ~~Assigning fund balances:~~
 - i. ~~The Board of Directors, by majority vote may assign fund balances to be used for specific purposes when appropriate; and~~
 - ii. ~~The Board of Directors also delegates to the Superintendent and Superintendent's administration the power to assign fund balances:~~
 - (1) ~~Any assignment made under this delegation of authority must be reported to the Board of Directors on a monthly basis.~~
 - (2) ~~The Superintendent is authorized to designate officers within the administration as having this authority, which designations shall be reported to the Board on a monthly basis.~~

10. ~~MINIMUM FUND BALANCE USE AND REPLENISHMENT PLAN~~

- a. ~~Prior to use of the minimum fund balance funds the Superintendent shall institute one or more of the following actions:~~
 - i. ~~Reduction of expenditures through cost containment measures including purchasing freezes or hiring freezes, or reductions of force.~~
 - ii. ~~Attempts to increase revenue.~~
- b. ~~After use of the minimum fund balance funds the district shall replenish the fund balance within two fiscal years through use of both regular fund sources and additional sources when available.~~

11. ~~RESPONSIBILITY~~

- a. ~~The Superintendent is authorized to promulgate regulations to implement this policy.~~
- b. ~~The Board of Directors shall review the sufficiency of the fund balance level on no more than an annual basis and set an annual target fund balance. The Board of Directors may designate a subcommittee of the Board to review the sufficiency of the fund, its management and reporting on a more frequent basis.~~

Original Adoption:

10/30/1990

Revision Dates:

06/28/2011

Legal References:

- Governmental Accounting Standards Board Statement No. 34
- Governmental Accounting Standards Board Statement No. 54

Cross References:

- Policy 2100 (Superintendent Role and Functions)
- Policy 8110 (Purposes and Role of the Board)

SECTION 14: **EFFECTIVE DATE** Changes to Policy 3280: Gifts, Bequests, And Grants shall become effective on July 1, 2025. All other changes shall become effective on the day of adoption.

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

	AYE	NAY	ABSENT	ABSTAIN
Abdi	_____	_____	_____	_____
Beachy	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Emerick	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____
Norvell	_____	_____	_____	_____
Skjefte	_____	_____	_____	_____

Presiding Officer

Attest

Collin Beachy, Chair, Minneapolis
Public Schools

Lori Norvell, Clerk, Minneapolis
Public Schools

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



Resolution No. 2024-0060
December 10, 2024

Resolution Certifying the Final Property Tax Levies 2024 Payable 2025

WHEREAS, Minnesota school boards must adopt the final property tax levies no later than five working days after December 20 per Minnesota Statutes, Section 275.07, Subdivision 1; and

WHEREAS, the Board Finance Committee recommends a levy at the maximum allowed for 2024 Payable 2025; and

WHEREAS, the 2024 payable 2025 Levy Limitation and Certification process managed by the Minnesota Department of Education (MDE) provides the form for certifying the proposed property tax levy to the County Auditor; and

WHEREAS, the attached MDE levy certification form recommends a total final levy of \$279,107,854.54; and

WHEREAS, the Senior Finance Officer recommends, and the Superintendent of Schools concurs, that the levy of \$279,107,854.54 be approved by the Board and communicated to the County and to the Minnesota Department of Education by the required deadlines.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby certifies the 2024 payable 2025 final property tax levy which totals \$279,107,854.54 and authorizes the signing and submittal of the Levy Limitation and Certification Report to the County and to the Minnesota Department of Education by the required deadlines.

ADOPTED this 10th day of December 2024.

Collin Beachy, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2024-0060)						
DIRECTOR	MOVE	SECOND	AYE	NAY	ABSTAIN	ABSENT
Abdi						
El-Amin						
Skjefte						
Cerrillo						
Norvell						
Jourdain						
Beachy						
Ellison						
Emerick						

LEVY LIMITATION AND CERTIFICATION REPORT OUTLINE		PAGE		***PROPERTY VALUATION DATA***		***PUPIL DATA***	
				MARKET VALUE		RESIDENT COUNTS ARE BASED ON ALL PUBLIC SCHOOL STUDENTS LIVING IN THE DISTRICT, REGARDLESS OF WHETHER THEY ATTEND THERE. ADJUSTED COUNTS REFLECT ALTERNATIVE ATTENDANCE.	
I.	GENERAL INPUT DATA						
A.	PROPERTY VALUATION	1	1	2019 MARKET VALUE	55,348,980,258		
B.	PUPIL DATA	1	2	2020 MARKET VALUE	58,391,790,385		
			3	2021 MARKET VALUE	59,717,760,948		
II.	INITIAL COMPUTATIONS BY FUND		4	2022 MARKET VALUE	63,788,249,397		
A.	GENERAL	2	5	2023 MARKET VALUE	66,880,677,472		
B.	COMMUNITY SERVICE	12					**RESIDENT AVERAGE DAILY**
C.	GENERAL DEBT	13					MEMBERSHIP (ADM)
D.	OPEB/PENSION DEBT	16					
			6	2019 RMV	55,860,439,386	36	2021-22 RES ADM (ACT) 47,638.14
III.	ADJUSTMENTS BY FUND		7	2020 RMV	58,812,143,363	37	2022-23 RES ADM (ACT) 46,376.23
A.	GENERAL	16	8	2021 RMV	60,047,658,199	38	2023-24 RES ADM (PRE) 47,346.12
B.	COMMUNITY SERVICE	23	9	2022 RMV	63,786,623,768	39	2024-25 RES ADM (EST) 47,905.00
C.	GENERAL DEBT	24	10	2023 RMV	66,714,455,096	40	2025-26 RES ADM (EST) 47,753.40
D.	OPEB/PENSION DEBT	24				41	2026-27 RES ADM (EST)
IV.	ABATEMENT ADJUSTMENTS						**RESIDENT PUPIL UNITS**
V.	OFFSET ADJUSTMENTS	24					
			11	2019 NTC	657,711,218	42	2021-22 RES PU (ACT) 51,909.82
VI.	TACONITE ADJUSTMENTS	26	12	2020 NTC	697,099,022	43	2022-23 RES PU (ACT) 50,513.96
			13	2021 NTC	704,727,819	44	2023-24 RES PU (PRE) 51,536.01
VII.	LEVY AND AID SUMMARY	27	14	2022 NTC	760,971,311	45	2024-25 RES PU (EST) 52,184.00
			15	2023 NTC	806,681,563	46	2025-26 RES PU (EST) 52,002.40
VIII.	TOTAL LEVY LIMITATION	29					
		30					**ADJUSTED ADM**
			16	2019 SALES RATIO	95.2%	47	2021-22 ADJ ADM (ACT) 29,084.31
			17	2020 SALES RATIO	95.7%	48	2022-23 ADJ ADM (ACT) 28,290.49
SCHOOL	FORMULA		18	2021 SALES RATIO	92.1%	49	2023-24 ADJ ADM (PRE) 28,488.85
YEAR	ALLOWANCE		19	2022 SALES RATIO	92.4%	50	2024-25 ADJ ADM (EST) 27,694.00
			20	2023 SALES RATIO	92.3%	51	2025-26 ADJ ADM (EST) 26,834.37
2019-20	6,438					52	2026-27 ADJ ADM (EST) 25,816.00
2020-21	6,567						**ADJUSTED PUPIL UNITS**
2021-22	6,728						
2022-23	6,863		21	2019 UANTC=(11)/(16)=	690,315,267		
2023-24	7,138		22	2020 UANTC=(12)/(17)=	728,741,031	53	2021-22 ADJ PU (ACT) 31,670.57
2024-25	7,281		23	2021 UANTC=(13)/(18)=	764,848,843	54	2022-23 ADJ PU (ACT) 30,745.26
2025-26*	7,465		24	2022 UANTC=(14)/(19)=	823,327,642	55	2023-24 ADJ PU (PRE) 30,906.24
2026-27*	7,614		25	2023 UANTC=(15)/(20)=	873,850,457	56	2024-25 ADJ PU (EST) 30,042.80
						57	2025-26 ADJ PU (EST) 29,119.77
							VOLUNTARY PRE-K ADJUSTED ADM
*FORECAST ESTIMATES, SUBJECT TO CHANGE			26	2019 ANTC	690,315,267		
WEIGHTS FOR	FY 2015		27	2020 ANTC	728,741,031	58	2021-22 ADJ VPK ADM 200.40
PUPIL UNITS	& LATER		28	2021 ANTC	764,848,843	59	2022-23 ADJ VPK ADM 185.40
			29	2022 ANTC	823,327,642	60	2023-24 ADJ VPK ADM 187.20
PRE-KGN HCP:	1.000		30	2023 ANTC	873,850,457	61	2024-25 ADJ VPK ADM 360.00
HCP-KGN:	1.000					62	2025-26 ADJ VPK ADM 308.37
REG-KGN PART:	0.550						
REG-KGN ALL:	1.000						**VOL PRE-K ADJUSTED PUPIL UNITS**
GRADES 1-3:	1.000		31	2019 AG MODIFIED ANTC	690,306,651		
GRADES 4-6:	1.000		32	2020 AG MODIFIED ANTC	728,733,877	63	2021-22 ADJ VPK PU 200.40
GRADES 7-12:	1.200		33	2021 AG MODIFIED ANTC	764,840,596	64	2022-23 ADJ VPK PU 185.40
			34	2022 AG MODIFIED ANTC	823,318,542	65	2023-24 ADJ VPK PU 187.20
			35	2023 AG MODIFIED ANTC	873,841,093	66	2024-25 ADJ VPK PU 360.00
						67	2025-26 ADJ VPK PU 308.37

PUPIL DATA CONT.		***DECLINING ENROLLMENT REV CONT.***		**ENGLISH LEARNER (EL)**	
SCHOOL READINESS PLUS ADJUST ADM		102	DECLINING PUPIL UNITS = GREATER OF ZERO OR = (56)-(57) 923.03	116	2025-26 ELIGIBLE EL ADM (EST) (7 YEAR LIMIT)
68	2021-22 ADJ SRP ADM				
69	2022-23 ADJ SRP ADM				
70	2023-24 ADJ SRP ADM	103	DECLINING ENROLL ALLOW =(100)X0.28= 2,090.20	117	IF(116)=0, ZERO; ELSE GTR OF 20, (116) =
71	2024-25 ADJ SRP ADM				
72	2025-26 ADJ SRP ADM				
SCHOOL READINESS PLUS PUPIL UNITS		104	DECLINING ENROLL REV = (102)X(103) = 1,929,317.31	118	EL REVENUE = (117)X\$1,228 =
73	2021-22 ADJ SRP PU			119	2025-26 ADM SRV (EST) 26,529.52
74	2022-23 ADJ SRP PU				
75	2023-24 ADJ SRP PU				
76	2024-25 ADJ SRP PU	105	**PENSION ADJUSTMENT REVENUE** PENSION ADJUST ALLOWANCE (FY2025 GEN ED REV REPORT, LINE 50) 70.07	120	EL CONCENTRATION RATIO = (116)/(119) =
77	2025-26 ADJ SRP PU			121	EL CONCENTRATION FACTOR = LSR OF 1 OR (120)/0.115 =
(NOTE: VPK & SRP ADM AND PUPIL UNITS INCLUDED IN LINES (36-41), (42-46), (47-52), AND (53-57)		106	INITIAL PENSION ADJ REV = (57)X(105) = 2,040,422.28	122	EL PUPIL UNITS = (116)X(121) =
EXTENDED TIME ADM ADM >1.0 CAPPED AT 0.2		107	FY2025 RETIRE SALARY 282,086,220.61	123	EL CONCENTRATION REV = (122)X\$436 =
78	2021-22 EXT ADM (ACT) 1,068.66	108	PENSION ADJUST RATE .0200	124	DISTRICT EL REV+ EL CONCENTRATION REV =(119)+(123) =
79	2022-23 EXT ADM (ACT) 995.08	109	RETIRE PENSION ADJUST = (107)X(108) = 5,641,724.41	125	BASIC SKILLS REVENUE = (113)+(124) = 48,250,521.00
80	2023-24 EXT ADM (PREL) 901.91				
81	2024-25 EXT ADM (EST) 1,078.00	110	TOTAL PENSION ADJ REV = (106)+(109) = 7,682,146.69		
82	2025-26 EXT ADM (EST) 1,058.00				
83	2026-27 EXT ADM (EST)				
EXTENDED TIME PU			**GIFTED & TALENTED REVENUE**		**SPARSITY REVENUE**
84	2021-22 EXT TIME PU 1,133.08	111	GIFTED & TALENTED REV = (57)X\$13.00 = 378,557.01	126	ATTENDANCE AREA FOR SPARSITY 58.40
85	2022-23 EXT TIME PU 1,048.48			127	DIST TO NEAREST HS
86	2023-24 EXT TIME PU 953.95			128	ISOLATION INDEX = [SQ RT (.55X(126))] +(127) = 5.7
87	2024-25 EXT TIME PU 1,144.80			129	ISOLATION INDEX RATIO = [(128)-23]/10, WITH MIN= 0 AND MAX= 1.5
88	2025-26 EXT TIME PU 1,130.80				
GENERAL EDUCATION REVENUE		88	2025-26 EXT PU (EST) 1,130.80		
BASIC REVENUE		112	EXTENDED TIME REVENUE = (88)X\$5,117 = 5,786,303.60		
100	FY2026 FORMULA ALLOW 7,465.0		**COMPENSATORY REVENUE**		
57	2025-26 ADJ PU (EST) 29,119.77				
101	BASIC REVENUE = (57)X(100) = 217,379,083.05	113	FY2026 COMPENSATORY (FEB 24 FORECAST EST. SUBJECT TO CHANGE)= 48,250,521.00	130	2025-26 ADM SRV, 7-12 10,205.55
DECLINING ENROLLMENT REV		114	COMPENSATORY PILOT		
56	2024-25 ADJ PU (EST) 30,042.80	115	TOTAL COMPENSATORY REV =(113)+(114)= 48,250,521.00		
57	2025-26 ADJ PU (EST) 29,119.77				

SPARSITY REVENUE CONT.		***TRANSPORTATION SPARSITY CONT.***		***TRANSPORTATION SPARSITY CONT.***	
131	SECONDARY SPARSITY ADM RATIO = GREATER OF ZERO OR [400-(130)] /[400+(130)] =	145	PRELIMINARY TOTAL TRANSPORT ALLOWANCE = [(143) RAISED TO 0.26 POWER] X [(144) RAISED TO 0.13 POWER] X0.141X(100) = 347.84	158	TRANSP EXCESS COST = GTR OF ZERO OR (151)-(157) =
132	SECONDARY SPARSITY REVENUE = [(100)-\$530] X(129)X(130)X(131) OR MEMO:	146	TRANSPORTATION SPARSITY ALLOWANCE = GTR OF ZERO OR (145) - [.0466X(100)] =	159	PUPIL TRANSP ADJ IF (158)=0, THEN (159)=0 ELSE (158)X0.35 =
133	ELEM SPARSITY REVENUE (SEE WEBSITE)	147	INITIAL TRANSPORTATION SPARSITY REVENUE (57)X(146) =	160	TOTAL TRANSPORTATION SPARSITY REVENUE = (147)+(159) =
134	PRELIM SPARSITY REVENUE = (132)+(133) =	148	FY2025 EST REG AND EXCESS TRANSP COST (FIN 720+DEP) (FROM FEB24 FORECAST) 7,576,392.31	**INITIAL GEN ED REVENUE**	
135	FY2025 SPARSITY REV (FY2025 GEN ED REV REPORT, LINE 100)	149	FY2024 EST REG AND EXCESS TRANSP COST (FIN 720+DEP) (FROM FEB24 FORECAST)	101	BASIC 217,379,083.05
136	ELIGIBLE FOR CLOSED BUILDING ADJUSTMENT? NO	150	FY2024 REG AND EXCESS TRANSP COST TIMES 105% = (149)X1.05 =	104	DECLINING ENROLL 1,929,317.31
137	SPARSITY REVENUE IF (136)=YES, (137) = GTR OF (134) OR (135); ELSE (137) = (134)	151	ADJUSTED TRANSP COST = LSR OF (148) OR (150) =	110	PENSION ADJUSTMENT 7,682,146.69
SMALL SCHOOLS REVENUE		152	FY2025 BASIC REVENUE (2024-25 GEN ED REV REPORT LINE 46) 218,741,626.80	111	GIFTED & TALENTED 378,557.01
57	2025-26 ADJ PU (EST) 29,119.77	153	TRANSPORTATION PORTION OF FY2025 BASIC REVENUE = (152)X.0466 = 10,193,359.81	112	EXTENDED TIME 5,786,303.60
138	SMALL SCHOOLS RATIO = GTR OF ZERO OR [960-(57)]/960 =	154	FY2025 TRANSP SPARSITY REV(2024-25 GEN ED REV REPORT, LINE 121)	125	BASIC SKILLS 48,250,521.00
139	SMALL SCHOOLS ALLOWANCE = (138)X\$544 =	155	FY2025 CHARTER TRANSP ADJ REV(2024-25 GEN ED REV REPORT, LINE 313)	137	SPARSITY
140	SMALL SCHOOLS REVENUE = (57)X(139) =	156	REIMBURSEMENT OF TRANS FOR PREGNANT AND PARENTING TEENS	140	SMALL SCHOOLS
TRANSPORTATION SPARSITY		157	FY2025 TRANSP REV SUBTOTAL =(153)+(154) +(155)-(156) = 10,193,359.81	160	TRANSPORT SPARSITY
141	ATTENDANCE AREA 58.40	161	INITIAL GENERAL ED REV = (101)+(104)+(110) +(111)+(112)+(125) +(137)+(140)+(160) = 281,405,928.66	161	INITIAL GENERAL ED REV = (101)+(104)+(110) +(111)+(112)+(125) +(137)+(140)+(160) = 281,405,928.66
142	SQUARE MILES PER RES PU =(141)/(46)= .0011	162	AVE BUILDING AGE (EST) (NOT > 50 YEARS) 41.78	162	OPERATING CAPITAL**
143	SPARSITY INDEX = GTR OF (142) OR 0.2 = .2000	163	MAINTENANCE COST INDEX = 1+[.01X(162)] = 1.4178	163	AVE BUILDING AGE (EST) (NOT > 50 YEARS) 41.78
144	DENSITY INDEX = LSR OF (142) OR 0.2 BUT AT LEAST 0.005 = .0050	164	OPERATING CAPITAL ALLOWANCE = \$79 +[\$109X(163)] = 233.54	164	MAINTENANCE COST INDEX = 1+[.01X(162)] = 1.4178
		165	MENSTRUAL PRODUCTS/OPIATE ANTOGONISTS ALLOWANCE =\$2= 2.	165	OPERATING CAPITAL ALLOWANCE = \$79 +[\$109X(163)] = 233.54
		166	YEAR ROUND PU SERVED 208.45	166	MENSTRUAL PRODUCTS/OPIATE ANTOGONISTS ALLOWANCE =\$2= 2.
		167	OPERATING CAP REVENUE = (57)X(164) +(57)X(165) +(166)X\$31 = 6,865,332.58	167	YEAR ROUND PU SERVED 208.45
		168	UNEQUALIZED REVENUE =(57)X(165)= 58,239.54	168	OPERATING CAP REVENUE = (57)X(164) +(57)X(165) +(166)X\$31 = 6,865,332.58

LOCAL OPTIONAL REVENUE		***REF AUTH WITH INFLATION***		***NEW ELECTIONS*** WITH INFLATION	
169	MAXIMUM LOCAL OPTIONAL ALLOWANCE	724.0	182	FY2025 AUTHORITY WITH INFLATION (FY2025 GEN ED REV REPORT, LINE 155)	2,313.79
170	FY2026 ACTUAL LOCAL OPTIONAL ALLOWANCE	724.00	183	PHASEOUT OF LINE (182)	
57	2025-26 ADJ PU (EST)	29,119.77	184	FY2026 RESULT BEFORE INFLATION ADJUSTMENT = (182)-(183) =	2,313.79
171	LOCAL OPTIONAL REVENUE = (170)X(57) =	21,082,713.48	185	FY2026 ANNUAL INFLATION FACTOR	1.0243
172	TIER 1 LOR CAP/APU	300.0	186	FY2026 RESULT AFTER INFLATION ADJUSTMENT = (184)X(185) =	2,370.02
173	TIER 2 LOR CAP/APU	724.0	187	PERMANENT SUBTRACTION AMOUNT SUBJECT TO CPI	300.00
174	TIER 1 LOR = LSR OF = (170) OR (172)	300.00	188	CPI APPLIED TO PERMANENT SUBTRACTION (187) X [(185)-1] =	7.29
175	TIER 2 LOR = [LSR OF 170 OR (173)]-(174)	424.00	189	ADDED BY ELECTIONS HELD IN CY 2023 WITH DELAY	
176	TOTAL, TIER 1 = (57)X(174) =	8,735,931.00	190	FY2026 WITH INFLATION RESULTS BEFORE ELECTIONS = (186)+(188)+(189) =	2,377.31
177	TOTAL, TIER 2 = (57)X(175) =	12,346,782.48	191	FY2026 \$/APU UNCAPPED TOTAL, ALL AUTHORITIES = (181)+(190) =	2,377.31
REFERENDUM ALLOWANCES			***NEW ELECTIONS*** WITHOUT INFLATION		
EXIST AUTHORITY AFTER REFERENDUM SIMPLIFICATION			192	FY2026 AUTHORITY CANCELLED BY ELECTIONS HELD IN CY 2024	
REF AUTH W/O INFLATION			193	FY2026 \$/APU ADDED BY ELECTIONS HELD IN CY 2024	
178	FY2025 AUTHORITY (FY2025 GEN ED REV REPORT, LINE 144)		194	FY2026 AUTHORITY CANCELLED BY ELECTIONS HELD IN CY 2024	
179	PHASEOUT OF LINE (178)		195	FY2026 \$/APU ADDED BY ELECTIONS HELD IN CY 2024	
180	ADDED BY ELECTIONS HELD IN CY 2023 WITH DELAY		196	FY2026 \$/APU UNCAPPED TOTAL, ALL AUTHORITIES = (191)-(192)+(193) -(194)+(195) =	2,377.31
181	FY2026 W/O INFLATION RESULTS BEFORE ELECTIONS		197	INFLATION FACTOR AS SET IN STATUTE	1.2341
			198	STANDARD CAP = [2079.50X(197)] - \$300=	2,266.31
			199	FY2026 ALT CAP STARTING POINT FY 2021 GENED REV RPT, LINE (137)+\$300	2,163.20
			200	FY2026 ALT CAP =[(199)X(197)] -\$300 =	2,369.61
			137	SPARSITY REVENUE	
			201	CAP ON AUTHORITY PER APU: IF (137) > 0 THERE IS NO CAP; ELSE (201) = GTR OF (198) OR (200)	2,369.61
			202	FY2026 \$/ADJ PU, CAPPED TOTAL = LSR OF (196) OR (201) =	2,369.61
			57	2025-26 ADJ PU (EST)	29,119.77
			203	FY2026 REFER REVENUE = (57)X(202) =	69,002,498.19

TRANSITION REVENUE		***EQUITY REVENUE CONT.***		***LOCAL OPTIONAL AIDS & LEVIES***	
204	TRANSITION ALLOWANCE (FY 2015 GEN ED REVENUE REPORT, LINE 186)	202	FY2026 DISTRICT REFERENDUM REV/ADJ PU	176	TOTAL, TIER 1 = (57)X(174) =
	187.12		2,369.61		8,735,931.00
205	TRANSITION REVENUE = (57)X(204) =	172	TIER 1 LOR CAP/APU	177	TOTAL, TIER 2 = (57)X(175) =
	5,448,891.36		300.0		12,346,782.48
EQUITY REVENUE		223	= GTR OF ZERO OR [(222)-(202)-(172)] =	10	2023 RMV
206	METRO 5TH PERCENTILE			46	2025-26 RES PU (EST)
207	METRO 95TH PERCENTILE	57	2025-26 ADJ PU (EST)		66,714,455.096
208	METRO GAP =(207)-(206) =	224	= LSR OF \$100,000 OR [(57)X(223)] =	234	FY2026 RMV/RES PU = (10)/(46) =
	2,289.07		29,119.77		1,282,911.08
209	RURAL 5TH PERCENTILE	225	= (220)+(224) =	235	LEVY RATIO FOR LOCAL OPTIONAL TIER 1 = LESSER OF 1 OR (234)/\$880,000 =
210	RURAL 95TH PERCENTILE				1.00000000
211	RURAL GAP =(210)-(209) =	226	BOTH RUR AND MET = = 0.25X(225)	236	LEVY RATIO FOR LOCAL OPTIONAL TIER 2, EQUITY, TRANSITION = LESSER OF 1 OR (234)/\$642,038=
	2,273.13				1.00000000
212	DISTRICT'S REGION: METRO=MET; RURAL=RUR	57	2025-26 ADJ PU (EST)	237	TIER 1 LOR LEVY = (176)X(235) =
	MET	227	= \$50.00X(57) =		8,735,931.00
213	DIST'S REGION'S EQUITY GAP = (208) OR (211)=	228	EQUITY REVENUE =(225)+(226)+(227)=	238	TIER 2 LOR LEVY = (177)X(236) =
	2,289.07		1,455,988.50		12,346,782.48
214	DIST'S REGION'S 95TH PCT = (207) OR (210)=	**OPERATING CAPITAL AIDS & LEVIES**		239	TIER 1 LOR AID = (176)-(237) =
	10,065.03	167	OPERATING CAP REVENUE		
215	DISTRICT'S REVENUE/PU FOR EQUITY PURPOSES =[(101)+(203)+(205)+ [(172)X(57)]/(57) =	168	UNEQUALIZED REVENUE =(57)X(165)=	240	TIER 2 LOR AID = (177)-(238) =
	10,321.73		58,239.54		
216	DISTRICT'S EQUITY GAP = GREATER OF ZERO OR (214)-(215) =	229	OPERATING CAPITAL REVENUE SUBJECT TO EQUALIZATION =(167)-(168)=	**EQUITY AIDS & LEVIES**	
			6,807,093.04	228	EQUITY REVENUE
217	EQUITY INDEX = (216)/(213) =	30	2023 ANTC		1,455,988.50
		57	2025-26 ADJ PU (EST)	241	LEVY RATIO FOR EQUITY =(234)/\$510,000
218	= \$80X(217) =		29,119.77		1.00000000
219	INITIAL EQUITY ALLOW IF (216)=0 THEN (219)=0 ELSE (219)=\$14+(218)	230	FY2026 ANTC/ADJ PU =(30)/(57)=	242	EQUITY LIMIT = (228)*(241) =
			30,008.84		1,455,988.50
57	2025-26 ADJ PU (EST)	231	LEVY RATIO FOR OPER CAP = LESSER OF 1 OR (230)/\$22,912 =	243	EQUITY AID = (228)-(242) =
220	= (57)X(219) =		1.00000000		
	29,119.77	232	OPERATING CAPITAL EQUAL LIMIT = (229)X(231) =	**TRANSITION AIDS & LEVIES**	
221	FY2026 STATE AVERAGE REF REV & TIER 1 LOR		6,807,093.04	205	TRANSITION REVENUE
	1,347.01	233	OPERATING CAP AID =(167)-(232)=		5,448,891.36
222	=0.10X[(221)] =		58,239.54	244	LEVY RATIO FOR TRANSITION =(234)/\$510,000
	134.70				1.00000000

TRANSITION AIDS & LEVIES CONT.		***REFERENDUM LEVY PORTIONS***		***REFERENDUM AID WITH AID LIMIT***	
245	TRANSITION LIMIT = (205)X(244) = 5,448,891.36	234	FY2026 RMV/RES PU 1,282,911.08	268	TIER 1 AID = (261)-(265) =
246	TRANSITION AID = (205)-(245) =	256	TIER 1 = LSR OF 1	262	TIER 2 AID
		257	OR (234)/\$567,000 = 1.00000000	269	TOTAL AID = (268)+(262) =
			TIER 2 = LSR OF 1		
			OR (234)/\$290,000 = 1.00000000		
REFERENDUM AIDS & LEVIES		**INITIAL REFERENDUM LEVY**		**TAX BASE REPLACEMENT**	
202	REFER \$/APU ALL AUTHORITIES 2,369.61	258	TIER 1 LEVY = (253)X(256) = 13,395,094.20	270	ADJ INITIAL TBRA (FROM TBRA PHASEOUT REPORT, LINE 11) 11,887.79
247	TIER 1 CAP/APU 460.0	259	TIER 2 LEVY = (254)X(257) = 32,213,745.56	271	CONVERTED ADJ FY 2002 REF AUTHORITY (FY 2015 GENERAL EDUC REVENUE REPORT, LINE 254) 487.11
248	TIER 2 CAP/APU = 0.25X(100)-\$300 = 1,566.25	255	UNEQUALIZED LEVY 23,393,658.43	272	UNCAPPED REF AND LOR ALLOWANCE = (174)+(196) = 2,677.31
137	SPARSITY REVENUE	260	TOTAL = (258) +(259)+(255) = 69,002,498.19	273	PRORATED TBRA = LSR OF (270) OR [(270)X(272)/(271)] = 11,887.79
249	TIER 2 CAP/APU IF (137) > ZERO THEN (249) = 9,999.99 ELSE (249) = (248) BREAKDOWN OF \$/APU BY TIER, ALL AUTHORITIES 1,566.25	261	TIER 1 AID = (253)-(258) =	274	REF AND LOR REV = (176)+(203) = 77,738,429.19
250	TIER 1 = LSR OF (202) OR (247) = 460.00	262	TIER 2 AID = (254)-(259) =	275	CAPPED TBRA = LSR OF (273) OR (274) = 11,887.79
251	TIER 2 = [LSR OF (202) OR (249)]-(250) = 1,106.25	263	TOTAL AID = (261)+(262) =		
252	UNEQUALIZED = (202)-(250) -(251) = 803.36	**EQUALIZATION AID LIMIT**		**INITIAL REVENUES ARE REDUCED TO** MAKE TAX BASE REPLACEMENT AID REVENUE-NEUTRAL. REVENUE COMPONENTS ARE REDUCED IN THE FOLLOWING ORDER:	
	BREAKDOWN OF REFERENDUM REVENUES	264	REFERENDUM EQUALIZATION AID LIMIT = [[0.25X(100)] -\$300]X(57) 45,608,839.76	276	TIER 2 REF AID
203	REFERENDUM REVENUE ALL AUTHORITIES 69,002,498.19	265	REFERENDUM EQUALIZATION AID CAP = GRT OF (263)-(264) OR 0 =	277	TIER 1 REF AID
253	TOTAL, TIER 1 = (57)X(250) = 13,395,094.20	**REFERENDUM LEVY WITH AID LIMIT**		278	TIER 1 LOR AID
254	TOTAL, TIER 2 = (57)X(251) = 32,213,745.56	266	TIER 1 LEVY = (258)+(265) = 13,395,094.20	279	TIER 1 LOR LEVY 11,887.79
255	TOTAL, UNEQUALIZED = (203)-(253)-(254) = 23,393,658.43	259	TIER 2 LEVY 32,213,745.56	280	TIER 1 REF LEVY
		255	UNEQUALIZED LEVY 23,393,658.43	281	TIER 2 REF LEVY
		267	TOTAL = (266) +(259)+(255) = 69,002,498.19	282	UNEQL REF LEVY

REEMPLOYMENT INSURANCE LEVY		***FY2025 CAREER & TECH CONT.***		***INITIAL LTFM REVENUE***	
362	EST FY2025 EXPEND	2,000,000.00	378	LAST YEAR REVENUE	57 2025-26 ADJ PU (EST)
				(FY2024 CTE AID	29,119.77
363	INITIAL REEMPLOYMENT			REPORT, LINE 11)	401 AVE BLDG AGE (EST)
	LEVY = 100% OF (362) =	2,000,000.00			62.20
			379	REVENUE GUARANTEE	402 BLDG AGE RATIO = LSR
	SAFE SCHOOLS LEVY			= LESSER OF (376)	OF 1 OR (401)/35 =
				OR (378) =	1.00000000
364	SAFE SCH LVY REQUEST?	YES	380	PRELIMINARY REVENUE	403 INITIAL LTFM REVENUE =
57	2025-26 ADJ PU (EST)	29,119.77		= GREATER OF (377)	\$380X(57)X(402) =
				OR (379) =	11,065,512.60
365	SAFE SCH LEVY LIMIT		381	REVENUE ALLOCATION FOR	**ADDITIONAL LTFM REVENUE**
	= \$36X(57) =	1,048,311.72		CAREER TECH PER	FOR QUALIFIED H&S
				MS 124D.4531, SUBD 5	PROJECTS > \$100,000
	SAFE SCHOOLS INTERMEDIATE LEVY		382	CAREER TECH REVENUE	764 NET DEBT SERVICE FOR
				= (380)+(381) =	EXISTING REGULAR
366	SAFE SCH INTERMEDIATE		29	2022 ANTC	ALT FAC/H&S BONDS 1B
	LEVY REQUEST?	NO	56	2024-25 ADJ PU (EST)	
				823,327,642	
367	INTERMEDIATE LEVY		383	FY2025 ANTC/ADJ PU	404 NET DEBT SERVICE FOR
	ALLOWANCE <= \$15			= (29)/(56) =	PORTION OF EXISTING
				27,405.16	ALT FAC BONDS 1A FOR
368	SAFE SCH INTERMEDIATE		384	LEVY RATIO FOR CTE	QUALIFIED H&S PROJ
	LIMIT			= LESSER OF 1 OR	765 NET LTFM REQ DEBT FOR
	= (57)X(367) =			(383)/\$7,612 =	ELIG H&S>\$100K
				1.00000000	
	JUDGMENT LEVY		385	CAREER TECH LEVY LIMIT	405 NEW PAYGO LTFM LEVY
				= (382)X(384) =	FOR ELIG H&S>\$100K
369	DISTRICT JUDGMENTS		386	EST CAREER TECH AID	406 TOTAL ADDL LTFM REV
370	INTERMED JUDGMENTS			= (382)-(385) =	FOR PROJECTS >\$100K
371	JUDGMENT LIMIT			**ANNUAL OTHER POSTEMPLOYMENT**	= (404)+(405)
	=(369)+(370) =			BENEFITS (OPEB)	+(764)+(765) =
	ICE ARENA LEVY		387	AUTHORITY REQUESTED BY	**ADDITIONAL LTFM REVENUE**
				DISTRICT BASED UPON	FOR QUALIFIED VOLUNTARY
372	FY2024 NET OPR COSTS			FY2024 EXPENSES PAID	PRE-KINDERGARTEN
373	ICE ARENA LEVY LIMIT		388	PRORATION FACTOR TO	766 NET LTFM REQ DEBT
	= 100% OF (372) =			REFLECT STATEWIDE CAP	SERVICE FOR VPK
				1.00000000	121,889.67
	FY2025 CAREER & TECHNICAL		389	ANNUAL OPEB LEVY LIMIT	407 NEW PAYGO LTFM LEVY
				= (387)X(388) =	FOR VPK
374	SHARE OF FY2025 EST			2,518,135.62	408 TOTAL LTFM REVENUE
	COOPERATIVE BUDGET	4,240.25		**CAPITAL RELATED LEVY LIMITATIONS**	UNDER NEW LAW
375	FY2025 ESTIMATED				= (403)+(406)
	DISTRICT BUDGET	3,955,474.00		**LONG TERM FACILITIES MAINTENANCE**	+(407)+(766) =
				REVENUE (LTFM)	11,187,402.27
376	FY2025 EST BUDGET		400	LTFM PLAN	
	= (374)+(375) =	3,959,714.25		APPROVAL STATUS	APPROVED
377	PRELIMINARY REVENUE				
	= .35X(376) =	1,385,899.99			

OLD LAW HEALTH & SAFETY (H&S)		***LTFM REVENUE***		***LTFM TOTAL AIDS & LEVIES CONT.***	
409	OLD LAW HEALTH & SAFETY REVENUE = FY2026 ESTIMATED H&S COST = 3,765,345.00	418	LTFM REVENUE FOR SCHOOL DISTRICT PROJECTS = GREATER OF (408) OR (417) = 42,317,554.00	432	TOTAL LTFM EQUAL AID = GREATER OF (429) OR (431) = 11,000,000.00
410	REG ALT FAC PAYGO REVENUE APPROVED FOR FY2026	419	DISTRICT REQUESTED REDUCTION FROM MAXIMUM (FROM LIS SYSTEM)	433	TOTAL LTFM EQUAL LEVY = GTR OF ZERO OR (423)-(432) = 65,512.60
411	ALT FAC/H&S PAYGO REV FOR NEW APPROVALS	420	DISTRICT LTFM REVENUE = (418)-(419) = 42,317,554.00	434	TOTAL LTFM UNEQUAL LEVY = GTR OF ZERO OR (422)-(432)-(433) = 31,252,041.40
412	PAYGO REVENUE FOR ALT FAC AND AF/H&S = (410)+(411) =	421	DISTRICT SHARE OF ELIGIBLE COOP/INTERMED LTFM PROJECTS	435	TOTAL LTFM LEVY = (433)+(434) = 31,317,554.00
763	NET DEBT SERVICE FOR EXISTING AND NEW REGULAR ALT FAC BONDS 1A 10,045,935.46	422	TOTAL LTFM REVENUE = (420)+(421) = 42,317,554.00	**DEBT SERV PORTION OF LTFM REV**	
764	NET DEBT SERVICE FOR EXISTING AND NEW REGULAR ALT FAC/H&S BONDS 1B	**LTFM TOTAL AIDS & LEVIES**		763	NET ALT FAC REG DEBT 10,045,935.46
765	NET LTFM REQ DEBT FOR ELIG H&S>\$100K	57	2025-26 ADJ PU (EST) 29,119.77	764	NET ALT FAC/H&S DEBT
413	NET LTFM REQ DEBT FOR ALL OTHER PROJECTS FOR ALT FAC 1A, IF (415)=NO THEN (767), ELSE 0 28,384,383.87	423	LTFM EQUALIZED REVENUE = LSR OF (418),(420) OR \$380X(57) = 11,065,512.60	765	NET LTFM REQ DEBT FOR ELIG H&S>\$100K
766	NET LTFM REQ DEBT SERVICE FOR VPK 121,889.67	35	2023 AG MODIFIED ANTC FOR LTFM REVENUE 873,841,093	766	NET LTFM REQ DEBT SERVICE FOR VPK 121,889.67
407	NEW PAYGO LTFM LEVY FOR VPK	54	2022-23 ADJ PU (ACT) 30,745.26	767	NET LTFM REQ DEBT FOR ALL OTHER PROJECTS 28,384,383.87
414	TOTAL OLD LAW ALT FAC AND AF/H&S REVENUE = (407)+(412)+(413) +(763)+ (764)+(765) +(766) = 38,552,209.00	424	FY2023 ANTC PER APU = (35)/(54) = 28,421.98	768	TOTAL DEBT SERVICE LTFM REVENUE = (763)+(764)+(765) +(766)+(767) = 38,552,209.00
OLD LAW DEFERRED MAINTENANCE		425	STATEWIDE ANTC/APU 13,579.03	436	LTFM DEBT SERV EQUAL REVENUE = LESSER OF (423) OR (768) = 11,065,512.60
415	ELIGIBLE FOR OLD LAW DEF MAINT REVENUE? NO	426	LTFM EQUAL FACTOR = 123% OF (425) = 16,702.21	428	LTFM AID RATIO
416	OLD LAW DEFERRED MAINTENANCE REVENUE = (403)X\$64/\$380 =	427	LTFM LEVY RATIO = LSR OF 1 OR (424)/(426) = 1.00000000	437	LTFM DEBT INITIAL EQUAL AID = (436)X(428) =
417	TOTAL OLD LAW FORMULA REVENUE FOR HOLD HARMLESS = (409)+(414)+(416) = 42,317,554.00	428	LTFM AID RATIO = 1-(427) =	438	LTFM DEBT EQUAL AID = GREATER OF (431) OR (437) BUT NOT MORE THAN (768) = 11,000,000.00
		429	LTFM INITIAL EQUAL AID = (423)X(428) =	439	LTFM DEBT EQUAL LEVY = GTR OF ZERO OR (436)-(438) = 65,512.60
		430	LTFM INITIAL EQUALIZED LEVY = (423)-(429) = 11,065,512.60	440	LTFM DEBT UNEQUAL LEVY = GTR OF ZERO OR (768)-(438)-(439) = 27,486,696.40
		431	2015 TOTAL ALT FAC GRANDFATHER AID 11,000,000.00		

GEN FUND PORTION OF LTFM REV		***APPROVED INTERMED OPERATING***		***APPROVED REG OP LEASES CONT.***	
422	TOTAL LTFM REVENUE	42,317,554.00			
			456	**ADMINISTRATIVE SPACE**	**INSTRUCTIONAL/STORAGE**
441	TOTAL GENERAL FUND LTFM REVENUE		457	FY2025 JOINT	
	= (422)-(768) =	3,765,345.00		474	FY2025 NONJOINT 1,012,906.06
				475	FY2026 NONJOINT 441,323.16
442	LTFM GEN FUND EQUAL REV		458	**INSTRUCTIONAL/STORAGE**	
	= (423)-(436) =		459	FY2025 JOINT	476
				460	REG OPERATING LEASES
443	LTFM GEN FUND EQUAL AID				= SUM (472) TO (475)= 1,454,229.22
	= (432)-(438) =				***APPROVED REGULAR***
					CAPITALIZED LEASES
444	GEN FUND LTFM EQUAL LIMIT				**ADMINISTRATIVE SPACE**
	= GTR OF ZERO OR				
	(442)-(443) =			477	FY2025 NONJOINT
			461	478	FY2026 NONJOINT
445	GEN FUND LTFM UNEQUAL LIMIT		462		**INSTRUCTIONAL/STORAGE**
	= GTR OF ZERO OR				
	(441)-(443)-(444) =	3,765,345.00		479	FY2025 NONJOINT
			463	480	FY2026 NONJOINT
446	TOTAL GEN FUND LTFM LEVY		464		**EXCESS FUNDS CAP LEASE**
	= (444)+(445) =	3,765,345.00			
			465	481	FY2025 NONJOINT
			466	482	FY2026 NONJOINT
	DISABLED ACCESS LIMIT				
447	FY 1992-FY2026 APPROV DIS ACC COSTS	300,000.00	467	TOT INTERMED CAPITALIZED	483
				= SUM[(461) TO (464)]	= [SUM (477) TO (480)]
448	MAXIMUM = GTR OF (JUNE 1991 COMPONENT DIST X 150,000) OR 300,000 =	300,000.00		-(465)-(466) =	-[(481)+(482)] =
449	LSR OF (447) OR (448)	300,000.00	468	TOT INTERMED LEASE COSTS	484
				= (460)+(467) =	TOTAL APPROVED REGULAR LEASE COST & CARRYOVER
450	FIRST YEAR DISABLED ACCESS LEVY CERTIFIED	1992	57	2025-26 ADJ PU (EST)	29,119.77
451	LAST YEAR TO CERTIFY = (450)+7 YEARS =	1999	469	INTERMED PUPIL UNIT MAX LIMIT = \$65X(57) =	57
452	TOTAL CUM CERT LEVY (PAY 93 TO PAY 23)	300,000.00			485
					2025-26 ADJ PU (EST) 29,119.77
					REG PUPIL UNIT MAXIMUM LIMIT = \$212X(57) = 6,173,391.24
453	CERT LEVY PAY 2024		470	INTERMED LEASE LIMIT =LSR (468) OR (469) =	486
454	TOTAL CERTIFIED LEVY = (452)+(453) =	300,000.00			487
					REGULAR MAX LIMIT =GTR (485) OR (486)= 6,173,391.24
455	DISABLED ACCESS LIMIT = GREATER OF ZERO OR (449)-(454)=				488
					REGULAR LEASE LIMIT =LSR (484) OR (487)= 1,454,229.22
					489
					TOTAL LEASE LEVY LIMIT = (470)+(488) = 1,454,229.22
	LEASE LEVY LIMITATION		472	FY2025 NONJOINT	
			473	FY2026 NONJOINT	
	DIST'S SHARE OF JOINT LEASE FOR INTERMED DIST	287, 288, 916 AND 917			

INITIAL CAPITAL RELATED LEVIES		***INITIAL GEN FUND LEVY CONT.***		***ECFE CONT.***		
232	OPERATING CAPITAL	6,807,093.04	510	TOTAL INITIAL GENERAL	612	ECFE ANNUAL REPORT
446	LT FAC MAINTENANCE	3,765,345.00		LEVY LIMITATION		SUBMITTED? YES
455	DISABLED ACCESS			=(506)+(507)+(508)	613	POPULATION UNDER
489	LEASE LEVY	1,454,229.22		+(509) =		FIVE YEARS OF AGE
490	COOP BLDG REPAIR			167,669,041.26		26,434
491	OTHER CAPITAL (MEMO)				614	GTR OF 150 OR (613) =
492	CAP PROJECTS REFER	38,142,202.00				26,434
				COMMUNITY SERVICE	615	ECFE ALLOWANCE
493	CAPITAL RELATED LIMITS			**BASIC COMMUNITY EDUCATION**		0.023X(100) =
	= (232)+(446)+(455)		600	POPULATION (YR 2020)		171.7
	+(489)+(490)+(491)		601	GTR OF (600) OR 1,335	616	FY2026 EARLY CHILD
	+(492) =	50,168,869.26				FAMILY REVENUE
			602	YOUTH SERVICE PROG?		IF (611) = YES
	OTHER INITIAL GENERAL LEVIES			YES		= (614)X(615),
494	CONSOLIDATION/		603	AFTER SCHOOL		IF ANNUAL REPT = YES
	TRANSITION			ENRICHMENT?	30	2023 ANTC
495	REORGANIZATION				617	ECFE TAX RATE
	OPERATING DEBT		604	FY2026 GENERAL REVENUE	618	= (617)X(30) =
496	HEALTH BENEFITS			= \$6.35X(601) =		1,746,888.23
497	ADDL RETIREMENT		605	FY2026 YOUTH SERVICE	619	EARLY CHILD LEVY LIMIT
	(MPLS AND STP)	7,088,400.00		REV = \$1.00X(601) =		= LESSER OF (616)
498	SEVERANCE			433,631.00		OR (618) =
499	ADMIN DISTRICT		606	FY2026 AFTER SCHOOL	620	EST FY2026 EARLY CHILD
500	SWIMMING POOL			REVENUE = \$1.85X(601)		AID = (616)-(619) =
501	TREE GROWTH			NOT TO EXCEED 10,000		2,679,749.41
502	CONSOLIDATION/			AND \$.43XPOPULATION		
	RETIREMENT			IN EXCESS OF 10,000		200,661.33
503	ECON DEVELOP ABATE		607	FY2026 COMMUNITY		**HOME VISITING LIMIT**
504	OTHER GENERAL (MEMO)			EDUCATION REVENUE	621	DIST PLANS TO LEVY FOR
505	SUBTOTAL, OTHER INITIAL			= (604)+(605)+(606) =		FY2026 HOME VISIT?
	GENERAL LEVIES			3,387,849.18		YES
	= (494) TO (504) =	7,088,400.00	30	2023 ANTC	622	HOME VISITING REVENUE
				873,850,457		IF (621) = YES
	INITIAL GENERAL FUND LEVY		608	STANDARD COMM ED LEVY		AND (618) > \$0,
506	GENERAL RMV VOTER APPROVED			= 0.003298X(30) =		= \$3.00X(613),
	=(316) =	69,002,498.19		2,881,958.81		ELSE = \$0
			609	COMM ED LEVY LIMIT	230	FY2026 ANTC/ADJ PU
507	GENERAL RMV OTHER			LSR (607) OR (608) =	623	HOME VISIT LEVY RATIO
	=(311)+(242)			2,881,958.81		= LESSER OF 1 OR
	+(245) =	27,975,705.55	610	FY2026 EST GROSS COMM ED		(230)/\$17,250 =
				AID = (607)-(609) =		1.00000000
				505,890.37	624	FY2026 HOME VISIT LIMIT
508	GENERAL NTC			**EARLY CHILD FAMILY EDUCATION**		= (622)X(623)
	VOTER APPROVED				625	FY2026 EST HOME VISIT
	=(492)	38,142,202.00		FY2024 ECFE ANNUAL REPORT		AID =(622)-(624)
				MUST BE SUBMITTED TO CERTIFY		
509	GENERAL NTC OTHER			EARLY CHILDHOOD FAMILY ED &		
	=(337)+(359)+(363)			HOME VISIT LEVIES FOR FY2026		
	+(365)+(368)+(371)		611	DIST PLANS TO LEVY FOR		
	+(373)+(385)+(389)			FY2026 ECFE REVENUE?		YES
	+(493)-(492)+(505) =	32,548,635.52				

ADULTS WITH DISABILITIES			***GENERAL DEBT SERVICE (FUND 7)***			***DEBT EQUAL AID CONT.***		
626	ADULTS WITH DISABILITIES REQUEST?	YES		REQUIRED DEBT SERVICE LEVY (EQUAL TO 105% OF THE FY2026 PRINCIPAL AND INTEREST PAYMENTS)	713	VOTER APPR IRRRB BONDS SOLD BY JULY 1, 2024		
627	DISTRICT POPULATON TIMES \$0.34 = (600)X\$0.34 =	147,434.54		**REQ DEBT ELIGIBLE FOR LONG TERM** FACILITIES MAINTENANCE (LTFM) REV	714	TOTAL REQUIRED DEBT LEVY ELIG FOR DEBT EQUAL AID = (710)+(711) + (712)+(713)=	43,045,359.66	
628	FY2024 ADULTS WITH DISABILITIES REVENUE	60,000.00	700	ALT FAC REGULAR REQ DEBT SERV LEVY	10,852,013.00			
629	TOTAL REVENUE, = GREATER OF (627) OR (628)=	147,434.54	701	ALT FAC/H&S REQ DEBT SERV LEVY			**REQUIRED DEBT FOR BONDS ELIG** FOR FUTURE DEBT EQUALIZATION AID	
630	ANTC TIMES DISTRICT TAX RATE NOT TO EXCEED 0.0053 = (30)X0.0053 =	46,314.07	702	NEW LTFM REQ DEBT FOR ELIG H&S>\$100K		715	VOTER APPR BONDS SOLD AFTER JULY 1, 2024 ELIG FOR FUTURE AID	
631	DISABLED ADULTS LEVY LIMIT = LESSER OF (629) OR (630) =	46,314.07	703	NEW LTFM REQ DEBT SERVICE FOR VPK	131,670.00	716	NON-VOTER BONDS SOLD AFTER JULY 1, 2024 ELIG FOR FUTURE AID	9,437,465.80
632	ADULTS WITH DISABILITIES AID = (629)-(631) =	101,120.47	704	NEW LTFM REQ DEBT FOR ALL OTHER PROJECTS	30,661,923.33	717	SUBTOTAL, FUTURE DEBT AID ELIGIBLE = (715)+(716) =	9,437,465.80
	SCHOOL-AGE CARE		705	TOTAL REQ DEBT SERV LEVY FOR LTFM REVENUE = (700)+(701)+(702) + (703)+(704) =	41,645,606.33		**OTHER REQUIRED DEBT FOR BONDS** INELIGIBLE FOR DEBT EQUAL AID	
633	FY2026 SCH-AGE CARE REV (FY2026 EST COST)	490,000.00		**REQ DEBT ELIGIBLE FOR NATURAL** DISASTER EQUAL AID (MS 123B.535)		718	VOTER APPR BONDS INELG FOR DEBT EQUAL AID	
30	2023 ANTC	873,850,457	706	NATURAL DISASTER REQ DEBT SERV LEVY			**NON-VOTER APPR INELIG BONDS**	
46	2025-26 RES PU (EST)	52,002.40		**REQUIRED DEBT ELIGIBLE FOR DEBT** EQUALIZATION AID (MS 123B.53)		719	FACIL BOND-MS 123B.62	
634	ANTC/RES PU = (30)/(46) =	16,804.04				720	EQUIP BOND-MS 123B.61	
635	LEVY RATIO = LSR OF 1 OR (634)/\$2,318 =	1.00000000	707	TACONITE BONDS REQ DEBT SERV LEVY		721	REORG OPER DEBT	
636	FY2026 SCH-AGE CARE LIM = (633)X(635) =	490,000.00	708	TAC FUNDING FOR BONDS (NOT IRRRB)		722	ECON DEV ABATEMENT	
637	FY2026 EST GROSS SCHOOL-AGE CARE AID = (633)-(636) =		709	TAC ADJ TO REQ = (708) OR [(708)X1.05] =		723	JUDGMENT	
	COMMUNITY SERVICE SUMMARY		710	NET REQ DEBT SERV LEVY TACONITE=(707)-(709)=		724	OTHER NON-VOTER	
638	OTHER COMM ED (MEMO)		711	VOTER APPR ELIG BONDS SOLD BY JULY 1, 2024		725	INELG LEASE PURCHASE	23,724,450.00
639	TOTAL INITIAL COMMUNITY SERVICE LEVY LIMIT = (609)+(619)+(624) +(631)+(636)+(638) =	5,244,463.11	712	NON-VOTER ELIG BONDS SOLD BY JULY 1, 2024	43,045,359.66	726	SUBTOTAL, REQ DEBT FOR NON-VOTER INELIG BONDS = (719) THRU (725)=	23,724,450.00
						727	REQ DEBT SERVICE LEVY FOR BONDS INELGIBLE FOR DEBT EQUAL AID = (717)+(718)+(726) =	23,724,450.00
						728	GDS REQ DEBT SERV LEVY = (705)+(706)+(714) +(717)+(718)+(727) =	117,852,881.79

NON-VTR APPR INELIG BOND CONT.		***FUND 7 DEBT BALANCE CONT.***		***NET DBT EXCESS BREAKDOWN CONT.***	
729	GDS REQ DEBT SERV LEVY VOTER APPR = (710)+(711) +(713)+(715)+(718) =	744	RETAIN FOR CAPITAL LOAN REPAYMENT	758	GENERAL FUND LEVY ADJ FOR FACILITY & EQUIP BONDS =
30	2023 ANTC 873,850,457	745	APPROVED DEBT EXCESS TO BE RETAINED		0-(719)-(720)-(748) =
730	MAXIMUM EFFORT DEBT SERVICE TAX RATE %	746	DISTRICT REQUESTED ADDITIONAL EXCESS	759	UNALLOCATED DEBT EXCESS = GTR OF ZERO OR [(749)-(750)] =
731	MAX EFFORT DEBT SERV LEVY = (30)X(730) =	747	CERTIFIED DEBT EXCESS = GTR OF 0 OR (743) -(744)-(745)+(746)= 8,052,997.78	***NET DEBT EXCESS SUMMARY***	
732	DEBT EQUAL REVENUE BASE GTR OF ZERO OR [(714)-(731)] = 43,045,359.66	748	EXCESS USED TO RETIRE FAC & EQUIP BONDS	760	DEBT EXCESS FOR VOTER APPROVED BONDED DEBT = [(729)-(715)]X(751) =
733	BOARD AUTHORIZED TRANSFER TO FUND 7 REDUCING REQUIRED DEBT SERVICE LEVY	749	ADJUSTED DEBT EXCESS = (747)-(748) = 8,052,997.78	761	DEBT EXCESS FOR NON- VOTER APPROVED DEBT = (749)-(759)-(760) = 8,052,997.78
734	FEDERAL FUNDS REDUCING REQUIRED DEBT SERVICE LEVY 617,328.00-	**BREAKDOWN OF NET DEBT EXCESS**		762	NET DEBT EXCESS FOR DEBT SERV LEVY REDUCT = (760)+(761) = 8,052,997.78
FUND 7 DEBT BALANCE		750	BASE FOR NET DEBT EXCESS DISTRIBUTION = IF (731)>0, THEN 0 ELSE (728)-(717)= 108,415,415.99	**LONG TERM FACILITIES MAINT AID**	
735	JUNE 2023 FUND 7-425 BAL FOR BOND REFUND	751	DEBT EXCESS RATIO = LSR 1 OR (749)/(750)= .07427908	763	NET ALT FAC REG DEBT = (700)-(753) = 10,045,935.46
736	JUNE 2023 FUND 7-451 BAL FOR QZAB & QSCB 29,259,471.80	752	NET DEBT EXCESS FOR ELG REQ DEBT SERVICE = (714)X(751) = 3,197,369.71	764	NET ALT FAC/H&S DEBT = (701)-(754) =
737	JUNE 2023 FUND 7-460 BALANCE NONSPENDABLE	753	EXCESS FOR ELIGIBLE ALT FAC REGULAR BONDS = (700)X(751) = 806,077.54	765	NET LTFM REQ DEBT FOR ELIG H&S>\$100K = (702)-(755) =
738	JUNE 2023 FUND 7-463 BALANCE UNASSIGN NEG	754	EXCESS FOR ELIGIBLE ALT FAC/H&S BONDS = (701)X(751) =	766	NET LTFM REQ DEBT FOR ELIG VPK = (703)-(756) = 121,889.67
739	JUNE 2023 FUND 7-464 BALANCE RESTRICTED (FOR DEBT EXCESS) 13,945,642.30	755	EXCESS FOR ELIGIBLE LTFM IAQFAA BONDS = (702)X(751) =	767	NET LTFM REQ DEBT FOR ALL OTHER PROJECTS = (704)-(757) = 28,384,383.87
740	PAY 23 DEBT EXCESS LEVY REDUCTION	756	EXCESS FOR ELIGIBLE LTFM VPK BONDS = (703)X(751) = 9,780.33	768	NET DEBT LEVY FOR LT FAC MAINT = (763)+(764)+(765) + (766)+(767) = 38,552,209.00
741	PAY 24 DEBT EXCESS LEVY REDUCTION .43	757	EXCESS FOR ELIGIBLE LTFM OTHER BONDS = (704)X(751) = 2,277,539.46	436	LTFM DEBT EQUAL REV 11,065,512.60
742	5% OF PAY 25 REQ DEBT SERV LEVY=(728)X5%= 5,892,644.09			438	LTFM DEBT EQUAL AID 11,000,000.00
743	FUND 7 AVAIL BALANCE GTR OF ZERO OR [(739) -(740)-(741)-(742)] = 8,052,997.78			439	LTFM DEBT EQUAL LEVY 65,512.60
				440	LTFM DEBT UNEQUAL LVY 27,486,696.40
				769	LTFM DEBT LEVY LIMIT = (439)+(440)+(753)+(754) +(755)+(756)+(757)= 30,645,606.33

NATURAL DISASTER DEBT EQUAL			***DEBT EQUALIZATION AID CONT.***			***MINIMUM EST MAX EFFORT PAYMENT***		
30	2023 ANTC	873,850,457	783	FY2026 NET DEBT EQ REV = GTR OF 0 OR [(780)-(782)] =		732	MAX EFFORT DEBT LEVY	
770	TEN PERCENT ANTC = 0.10X(30) =	87,385,045				800	MAX EFFORT REQ LEVY = GTR OF ZERO OR [(728)+(925)+(926)-(705) -(719)-(720)-(721)] =	
706	REQ DEBT LEVY FOR NATURAL DISASTER DEBT		784	PRELIM TIER 1 EQU REV =LSR (783) OR (781)=				
771	FY2026 DISASTER DEBT EQ REV = GTR OF ZERO OR [(706)-(770)] =		785	PRELIM TIER 2 EQU REV = (783)-(784) =		801	MINIMUM EST MAX EFFORT PAYMENT = GTR OF 0 OR (732)-(802) =	
54	2022-23 ADJ PU (ACT)	30,745.26	786	MAX EFFORT TIER 1 REV			**ADJUSTMENT TO GDS LIMIT** FOR IRRRB ALLOCATION	
772	FY2023 ANTC PER APU = (30)/(54) =	28,422.28	787	MIN TIER 2 REV FOR MAX EFF = GTR OF ZERO OR (780)-(731) =		802	FY2026 IRRRB FUNDING FOR VOTER-APPR BONDS	
773	STATEWIDE AVE ANTC INC PER APU	14,473.42	788	TIER 1 EQUAL REV = GTR OF (784) OR (786) =		803	PAY 25 IRRRB ADJUSTMENT FOR VOTER-APPROV BONDS = - ((802)X1.05) =	
774	DISASTER EQUAL FACTOR = 300% OF (773) =	43,420.27	789	TIER 2 EQUAL REV = GTR OF (785) OR (787) =		804	FY2026 IRRRB FUNDING FOR NON-VOTER BONDS	
775	NATURAL DISASTER LEVY RATIO = LSR OF 1 OR (772)/(774) =	.65458552	54	2022-23 ADJ PU (ACT)	30,745.26	805	PAY 25 IRRRB ADJUSTMENT FOR NON-VOTER BONDS = - ((804)X1.05) =	
776	DISASTER AID RATIO = = 1-(775) =	.34541448	790	2023 ANTC /ADJ APU = (30)/(54) =	28,422.28	806	DEBT EQUAL AID ELIG, VOTER APPROVED =GTR OF ZERO OR [(710)+(711)+(713) +(801)-(799)-(803)] =	
777	DISASTER DEBT EQUAL AID = (771)X(776) =		791	TIER 1 DEBT EQUAL LEVY RATIO = LSR OF 1 OR (790)/[GTR OF \$4,430 OR 55.33% OF (773)] =	1.00000000	807	DEBT EQUAL AID ELIG, NON VOTER APPROVED =GTR OF [(712)-(798)-(805)] OR ZERO =	43,045,359.66
778	DISASTER LEVY LIMIT = (706)-(777) =		792	TIER 2 DEBT EQUAL LEVY RATIO = LSR OF 1 OR (790)/[GTR OF \$8,000 OR 100% OF (773)] =	1.00000000	808	DEBT EQUAL AID INELIG, VOTER APPROVED =(715)+(718) =	
	DEBT EQUALIZATION AID					809	DEBT EQUAL AID INELIG, NON VOTER APPROVED =(716)+(726) =	33,161,915.80
732	DEBT EQUAL BASE	43,045,359.66	793	TIER 1 DEBT EQU AID RATIO = 1-(791) =		769	LTFM DEBT LEVY LIMIT NON VOTER APPROVED	30,645,606.33
752	DEBT EXCESS FOR ELIG REQUIRED DEBT	3,197,369.71	794	TIER 2 DEBT EQU AID RATIO = 1-(792) =		778	DISASTER LEVY LIMIT VOTER APPROVED	
779	FY2026 NET REV ADJ TO DEBT EQUALIZATION REVENUE (MEMO)		795	TIER 1 DEBT AID = (788)X(793) =				
780	FY2026 GROSS DEBT EQUALIZATION REVENUE = (732)-(752)+(779) =	39,847,989.95	796	TIER 2 DEBT AID = (789)X(794) =				
30	2023 ANTC	873,850,457	797	TOTAL DEBT EQ AID = (795)+(796) =				
781	= .1050X(30) =	91,754,297.99	798	NON VOTER DEBT AID = (797)X(712)/(714) =				
782	MAX UNEQ LOCAL EFFORT = .1574X(30) =	137,544,061.93	799	VOTER APPR DEBT AID = (797)-(798) =				

INITIAL GEN DEBT SERVICE CONT.		***FUND 47 DEBT BALANCE CONT.***		***LEVY LIMITATION ADJUSTMENTS***	
810	INITIAL GDS LEVY LIM VOTER APPROVED =(806)+(808)+(778) =		BAL NON-VOTER APPROV = (911)-(912) =		IN GENERAL, IF WE HAVE:
				A	FINAL LEVY AUTHORITY
				B	PREVIOUSLY CALCULATED AUTHORITY
				C	CERTIFIED LEVY BASED ON (B)
				D	LEVY ADJUSTMENT, THEN:
					IF A>B, D=A-B
					IF A<C, D=A-C
					OTHERWISE D=ZERO
811	INITIAL GDS LEVY LIM NON VOTER APPROVED = (807)+(809)+(769) =106,852,881.79	914	PAY 23 OPEB DEBT EXC REDUCTION NON-VOTER 2,391,440.55		
		915	PAY 24 OPEB DEBT EXC REDUCTION NON-VOTER		
		916	5% OF REQUIRED OPEB DEBT SERV LEVY VOTER = (902)X5% =		
812	TOTAL INITIAL GDS LEVY LIMIT = (810)+(811) =106,852,881.79	917	5% OF REQUIRED OPEB DEBT SERV LEVY NONVOT = (907)X5% =		**GENERAL FUND ADJUSTMENTS**
	OTR POSTEMPLOY BENEFITS (OPEB) & PENSION DEBT SERVICE (FUND 47)				**FY2025 OPERATING** CAPITAL LEVY ADJUSTMENT
900	LEVY BONDS IRREV TRUST VOTER APPROVED	918	RETAIN FOR CAP LOAN REPAYMENT NON-VOTER	1000	FY2025 OPER CAP LEVY AUTH (FROM FY2025 GENERAL EDUC REV REPORT, LINE 197) 7,022,657.46
901	LEVY BONDS REVOC TRUST VOTER APPROVED	919	APPROV DEBT EXCESS TO BE RETAINED NON-VOTER	1001	23 PAY 24 LIMIT 6,803,070.12
902	REQ DEBT SERV LEVY OPEB BONDS VOTER APPROVED = (900)+(901) =	920	FUND 47 AVAILABLE BALANCE VOTER APPROVED = GREATER OF ZERO OR [(912)-(916)] =	1002	23 PAY 24 LEVY 6,803,070.12
903	LEVY BONDS IRREV TRUST NON-VOTER APPROVED	921	FUND 47 AVAILABLE BALANCE NON-VOTER = GTR ZERO OR [(913)- SUM (914) TO (919)] =	1003	FY2025 OPER CAPITAL LEVY ADJUSTMENT = ((1000)-(1001)) = 219,587.34
904	LEVY BONDS REVOC TRUST NON-VOTER APPROVED				**FY2025 LOR TIER 1 LEVY ADJUST**
905	REQUIRED DEBT SERVICE LEVY FOR OPEB BONDS NON-VOTER APPROVED = (903)+(904)=	922	CLOSING FUND 47 TO FUND 7 TRANSFER IF (921) GTR ZERO AND (907) = ZERO, ELSE 0	1004	FY2025 LOR TIER 1 (FROM FY2025 GENERAL EDUC REVENUE REPORT, LINE 204) 9,012,840.00
	FUND 47 DEBT BALANCE	923	ADDITIONAL DEBT EXCESS REQUESTED OPEB/PENSION BONDS VOTER APPROVED	1005	ALLOCATION OF TBRA (FROM PAY 24 LEVY REPORT, LINE 278) 11,887.79
906	REQ DEBT SERV LEVY FOR PENSION BONDS (MPLS)	924	ADDITIONAL DEBT EXCESS REQUESTED OPEB/PENSION NON-VOTER APPROVED	1006	ALLOC OF REF HOLD HARM (FROM PAY 24 LEVY REPORT, LINE 305)
907	REQ DEBT SERVICE LEVY FOR OPEB/PENSION BONDS NON-VOTER APPROVED = (905)+(906) =	925	NET DEBT SERVICE LEVY FOR VOTER APPROVED OPEB/PENSION BONDS = (902)-(920)-(923) =	1007	23 PAY 24 LIMIT 8,743,672.21
908	JUNE 2023 FUND 47-425 BAL FOR BOND REFUND			1008	23 PAY 24 LEVY 8,743,672.21
909	JUNE 2023 FUND 47-460 BALANCE NONSPENDABLE	926	NET DEBT SERVICE LEVY FOR OPEB/PENSION BONDS NON-VOTER APPROVED = (907)-(921)-(924) =	1009	PAY 24 LIMIT BEFORE TBRA AND HOLD HARM ADJ =(1005) +(1006)+(1007)= 8,755,560.00
910	JUNE 2023 FUND 47-463 BALANCE UNASSIGN NEG			1010	PAY 24 LEVY BEFORE TRBA AND HOLD HARM ADJ =(1005) +(1006)+(1008)= 8,755,560.00
911	JUNE 2023 FUND 47-464 BALANCE RESTRICTED			1011	FY2025 LOR TIER 1 LEVY ADJUSTMENT = ((1004)-(1010)) = 257,280.00
912	JUNE 2023 FUND 47-464 BALANCE VOTER APPROV				
913	JUNE 2023 FUND 47-464				

FY2025 LOR TIER 2		***FY2025 1ST TIER REF ADJ CONT.***		***FY2025 UNEQUAL REF LEVY ADJ***				
	LEVY ADJUSTMENT							
1012	FY2025 LOR TIER 2 (FROM FY2025 GENERAL EDUC REVENUE REPORT, LINE 205)	12,738,147.20	1026	ALLOC OF REF HOLD HARM (FROM PAY 24 LEVY REPORT, LINE 306)	1040	FY2025 UNEQUAL REF LEVY AUTH (FROM FY2025 GENERAL EDUC REVENUE REPORT, LINE 258)	23,612,739.52	
1013	23 PAY 24 LIMIT	12,374,524.80	1027	23 PAY 24 LIMIT	13,425,192.00			
1014	23 PAY 24 LEVY	12,374,524.80	1028	23 PAY 24 LEVY	13,425,192.00	1041	ALLOCATION OF TBRA (FROM PAY 24 LEVY REPORT, LINE 283)	
1015	FY2025 LOR TIER 2 LEVY ADJUSTMENT = ((1012) - (1013))	363,622.40	1029	PAY 24 LIMIT BEFORE TBRA AND HOLD HARM ADJ = (1025)+(1026) +(1027) =	13,425,192.00	1042	ALLOC OF REF HOLD HARM (FROM PAY 24 LEVY REPORT, LINE 308)	
	FY2025 EQUITY LEVY ADJUSTMENT		1030	PAY 24 LEVY BEFORE TBRA AND HOLD HARM ADJ = (1025)+(1026) +(1028) =	13,425,192.00	1043	23 PAY 24 LEVY	22,863,101.98
1016	FY2025 EQUITY LEVY AUTH (FROM FY2025 GENERAL EDUC REVENUE REPORT, LINE 217)	1,502,140.00	1031	FY2025 1ST TIER VTR REF LEVY ADJUSTMENT = ((1024)-(1029)) =	394,496.00	1044	23 PAY 24 LEVY	22,863,101.98
1017	23 PAY 24 LIMIT	1,459,260.00		**FY2025 2ND TIER REF LEVY ADJUST**		1045	PAY 24 LIMIT BEFORE TBRA AND HOLD HARM ADJ = (1041)+(1042) +(1043) =	22,863,101.98
1018	23 PAY 24 LEVY	1,459,260.00	1032	FY2025 2ND TIER REF LEVY AUTH (FROM FY2025 GENERAL EDUC REVENUE REPORT, LINE 256)	31,852,878.70	1046	PAY 24 LEVY BEFORE TBRA AND HOLD HARM ADJ = (1041)+(1042) +(1044) =	22,863,101.98
1019	FY2025 EQUITY LEVY ADJUSTMENT = ((1016)-(1017)) =	42,880.00	1033	ALLOCATION OF TBRA (FROM PAY 24 LEVY REPORT, LINE 280)		1047	FY2025 UNEQUALIZED REF LEVY ADJUSTMENT = ((1040)-(1045)) =	749,637.54
	FY2025 TRANSITION LEVY ADJUST		1034	ALLOC OF REF HOLD HARM (FROM PAY 24 LEVY REPORT, LINE 307)			**FY2025 TBRA ALLOCATION ADJUST** TO VOTER-APPROVED LEVIES	
1020	FY2025 TRANSITION LEVY AUTH (FROM FY2025 GENERAL EDUC REVENUE REPORT, LINE 225)	5,621,608.74	1035	23 PAY 24 LIMIT	30,943,608.30		**FY2025 ALLOCATION OF TBRA** TO REF LEVY CATEGORIES (FROM FY2025 GENERAL EDUC REVENUE REPORT, LINES 269 TO 271)	
1021	23 PAY 24 LIMIT	5,461,134.62	1036	23 PAY 24 LEVY	30,943,608.30	1048	TIER 1 LEVY	
1022	23 PAY 24 LEVY	5,461,134.62	1037	PAY 24 LIMIT BEFORE TBRA AND HOLD HARM ADJ = (1033)+(1034) +(1035) =	30,943,608.30	1049	TIER 2 LEVY	
1023	FY2025 TRANSITION LEVY ADJUSTMENT = ((1020)-(1021)) =	160,474.12	1038	PAY 24 LEVY BEFORE TBRA AND HOLD HARM ADJ = (1033)+(1034) +(1036) =	30,943,608.30	1050	UNEQL LEVY	
	FY2025 1ST TIER REFERENDUM LEVY ADJUST		1039	FY2025 2ND TIER REF LEVY ADJUSTMENT = ((1032)-(1037)) =	909,270.40	1051	TOTAL FY2025 TBRA ALLOC TO REF LEVY CATEGORIES = (1048) TO (1050) =	
1024	FY2025 1ST TIER REF LEVY AUTH (FROM FY2025 GENERAL EDUC REVENUE REPORT, LINE 254)	13,819,688.00				1052	TOTAL FY2025 TBRA ALLOC TO REF LEVY CATEGORIES FROM PAY 24 LEVY = (1025)+(1033) +(1041) =	
1025	ALLOCATION OF TBRA (FROM PAY 24 LEVY REPORT, LINE 276)					1053	FY2025 TBRA ALLOCATION VTR-APPR ADJUSTMENT = (1052)-(1051) =	

FY2025 LOR TBRA ALLOCATION ADJ		***FY2025 INTEGRATION ADJUSTMENT***		***FY2025 HEALTH & SAFETY***	
1054	FY2025 ALLOCATION OF TBRA TO LOR TIER 1 LEVY (FROM FY2025 GENERAL EDUC REVENUE REPORT, LINE 268)	11,887.79		1065	FY2025 INTEG LEVY AUTH (FROM INTEGRATION REVENUE REPORT, LINE 20) 3,897,818.44
1005	ALLOCATION OF TBRA (FROM PAY 24 LEVY REPORT, LINE 278)	11,887.79		1066	23 PAY 24 LIMIT 3,858,378.74
1055	FY2025 TBRA ALLOCATION LOR LEVY TIER 1 ADJUSTMENT = (1005)-(1054) =			1067	23 PAY 24 LEVY 3,858,378.74
	FY2025 REFERENDUM HOLD HARMLESS ADJUST TO VOTER-APPROVED LEVIES			1068	FY2025 INTEGRATION ADJUSTMENT LIMIT = (1065)-(1066) = 39,439.70
1056	FY2025 ALLOC OF HOLD HARM TO REF LEVY CATEGORIES (FROM FY2025 GENERAL EDUC REVENUE REPORT, LINES 297 TO 299)			1069	FY2025 ALT COMP LEVY AUTH (FROM FY2025 GEN ED REVENUE REPORT, LINE 338) 2,644,733.00
1057	TIER 1 LEVY			1070	23 PAY 24 LIMIT 2,579,562.44
1058	TIER 2 LEVY			1071	23 PAY 24 LEVY 2,579,562.44
1059	UNEQL LEVY			1072	FY2025 ALT TEACH COMP LEVY ADJUSTMENT = ((1069)-(1070)) = 65,170.56
1060	TOTAL HOLD HARM ALLOC TO REF LEVY CATEGORIES = (1057) TO (1059) =				**FY 25 & FY 24 CAPITAL RELATED ADJ**
1061	TOTAL FY2025 HOLD HARM ALLOC TO REF LEVY CATEGORIES FROM PAY 24 LEVY =(1026) +(1034)+(1042)=				**FY2025 LTFM EQUAL LEVY ADJ**
1062	FY2025 HOLD HARM ALLOC VTR-APPR ADJUSTMENT = (1061)-(1060) =			1073	FY2025 EST LTFM EQUALIZED LEVY AUTHORITY (FROM FY2025 WEBSITE REPORT, LINE 63)
	FY2025 REFERENDUM HOLD HARMLESS ADJUSTMENT TO TIER 1 LEVIES			1074	23 PAY 24 LIMIT
1063	FY2025 ALLOC OF HOLD HARM TO LOR TIER 1 LEVY (FROM FY2025 GENERAL EDUC REVENUE REPORT, LINE 296)			1075	23 PAY 24 LEVY
1006	ALLOC OF REF HOLD HARM (FROM PAY 24 LEVY ALLOCATION OF TBRA			1076	FY2025 LTFM EQUALIZED LEVY ADJUST
1064	FY2025 HOLD HARM ALLOC TIER 1 LEVY ADJUSTMENT = (1006)-(1063) =				**FY2025 LTFM UNEQUAL LEVY ADJ***
				1077	FY2025 EST LTFM UNEQUALIZED LEVY AUTHORITY (FROM FY2025 WEBSITE REPORT, LINE 64) 3,655,675.00
				1078	23 PAY 24 LIMIT 3,655,675.00
				1079	23 PAY 24 LEVY 3,655,675.00
				1080	FY2025 LTFM UNEQUALIZED LEVY ADJUST
					3 YEAR PRIOR ADJUSTMENTS*
					FY2023 OPERATING CAPITAL LEVY ADJUSTMENT
				1081	FY2025 HEALTH AND SAFETY REBATES ADJUST
				1082	FY2024 EST LTFM EQUALIZED LEVY AUTHORITY (FROM FY2024 WEBSITE REPORT, LINE 63)
				1083	22 PAY 23 LIMIT
				1084	22 PAY 23 LEVY
				1085	TOTAL ADJUSTMENT
				1086	23 PAY 24 ADJ LIMIT
				1087	23 PAY 24 ADJ LEVY
				1088	FY2024 LTFM EQUALIZED LEVY ADJUST
				1089	FY2024 EST LTFM UNEQUALIZED LEVY AUTH (FROM FY2024 WEBSITE REPORT, LINE 64) 3,549,199.00
				1090	22 PAY 23 LIMIT 3,549,199.00
				1091	22 PAY 23 LEVY 3,549,199.00
				1092	TOTAL ADJUSTMENT
				1093	23 PAY 24 ADJ LIMIT
				1094	23 PAY 24 ADJ LEVY
				1095	FY2024 LTFM UNEQUALIZED LEVY ADJUST
				1096	FY2023 OPER CAP LEVY AUTH (FROM FY2023 GENERAL EDUC REVENUE REPORT, LINE 183) 7,175,582.70
				1097	21 PAY 22 LIMIT 7,205,931.23
				1098	21 PAY 22 LEVY 7,205,931.23

FY2023 OPER CAP ADJ CONT.		***FY2023 EQUITY LEVY ADJUSTMENT***		***FY2023 1ST TIER VTR APPROVED***				
				REFER LEVY ADJUST CONT.				
1099	TOTAL ADJUST TO PAY 22 OPER CAP LEVY AUTH = ((1096)-(1098)) =	30,348.53-	1117	FY2023 EQUITY LEVY AUTH (FROM FY2023 GENERAL EDUC REVENUE REPORT, LINE 207)	1,537,263.00	1133	PAY 22 LEVY BEFORE TBRA AND HOLD HARM ADJ (FROM PAY 23 LEVY REPORT, LINE 1031)	14,230,192.00
1100	22 PAY 23 ADJ LIMIT	42,268.71	1118	21 PAY 22 LIMIT	1,546,760.00	1134	TOTAL ADJUST TO PAY 22 1ST TIER REF LEVY AUTH = ((1131)-(1133)) =	87,372.40-
1101	22 PAY 23 ADJ LEVY	42,268.71	1119	21 PAY 22 LEVY	1,546,760.00	1135	22 PAY 23 ADJ LIMIT	85,284.00
1102	FY2023 OPER CAPITAL LEVY ADJUSTMENT = ((1099)-(1101)) =	72,617.24-	1120	TOTAL ADJUST TO PAY 22 EQUITY LEVY AUTH = ((1117)-(1119)) =	9,497.00-	1136	22 PAY 23 ADJ LEVY	85,284.00
FY2023 LOR TIER 1 LEVY ADJ			1121	22 PAY 23 ADJ LIMIT	9,270.00	1137	FY2023 1ST TIER REF LEVY ADJUSTMENT = ((1134)-(1136)) =	172,656.40-
1103	FY2023 LOC OPT TIER 1 AUTH (FROM FY2023 GENERAL EDUC REVENUE REPORT, LINE 198)	9,223,578.00	1122	22 PAY 23 ADJ LEVY	9,270.00	**FY2023 2ND TIER REF LEVY ADJ**		
1104	21 PAY 22 LIMIT	9,795,232.21	1123	FY2023 EQUITY LEVY ADJUSTMENT = ((1120)-(1122)) =	18,767.00-	1138	FY2023 2ND TIER REF LEVY AUTH (FROM FY2023 GENERAL EDUC REV RPT, LINE 242)	29,384,782.25
1105	21 PAY 22 LEVY	9,268,672.21	**FY2023 TRANSITION LEVY ADJ**			1139	PAY 22 LIMIT BEFORE TBRA AND HOLD HARM ADJ (FROM PAY 23 LEVY REPORT, LINE 1038)	29,566,317.40
1106	TOTAL ADJUST TO PAY 22 LOR OPTIONAL LEVY AUTH = ((1103)-(1105)) =	45,094.21-	1124	FY2023 TRANSITION LEVY AUTH (FROM FY2023 GENERAL EDUC REVENUE REPORT, LINE 215)	5,753,053.05	1140	PAY 22 LEVY BEFORE TBRA AND HOLD HARM ADJ (FROM PAY 23 LEVY REPORT, LINE 1039)	29,566,317.40
1107	22 PAY 23 ADJ LIMIT	55,620.00	1125	21 PAY 22 LIMIT	5,788,594.62	1141	TOTAL ADJUST TO PAY 22 2ND TIER REF LEVY AUTH = ((1138)-(1140)) =	181,535.15-
1108	22 PAY 23 ADJ LEVY	55,620.00	1126	21 PAY 22 LEVY	5,788,594.62	1142	22 PAY 23 ADJ LIMIT	177,196.05
1109	FY2023 LOR OPTIONAL LEVY ADJUSTMENT = ((1106)-(1108)) =	100,714.21-	1127	TOTAL ADJUST TO PAY 22 TRANSITION LEVY AUTH = ((1124)-(1126)) =	35,541.57-	1143	22 PAY 23 ADJ LEVY	177,196.05
FY2023 LOR TIER 2 LEVY ADJUST			1128	22 PAY 23 ADJ LIMIT	34,692.05	1144	FY2023 2ND TIER REF LEVY ADJUSTMENT = ((1141)-(1143)) =	358,731.20-
1110	FY2023 LOC OPT LEVY AUTH (FROM FY2023 GENERAL EDUC REVENUE REPORT, LINE 200)	13,035,990.24	1129	22 PAY 23 ADJ LEVY	34,692.05	***FY2023 1ST TIER VOTER***		
1111	21 PAY 22 LIMIT	13,116,524.80	1130	FY2023 TRANSITION LEVY ADJUSTMENT = ((1127)-(1129)) =	70,233.62-	APPROVED REFER LEVY ADJUST		
1112	21 PAY 22 LEVY	13,116,524.80	1131	FY2023 1ST TIER REF LEVY AUTH (FROM FY2023 GENERAL EDUC REVENUE REPORT, LINE 240)	14,142,819.60			
1113	TOTAL ADJUST TO PAY 22 LOR OPTIONAL LEVY AUTH = ((1110) - (1112))	80,534.56-	1132	PAY 22 LIMIT BEFORE TBRA AND HOLD HARM ADJ (FROM PAY 23 LEVY REPORT, LINE 1030)	14,230,192.00			
1114	22 PAY 23 ADJ LIMIT	78,609.60						
1115	22 PAY 23 ADJ LEVY	78,609.60						
1116	FY2023 LOR OPTIONAL LEVY ADJUSTMENT = ((1113) - (1115))	159,144.16-						

FY2023 UNEQUAL REF LEVY ADJ		***FY2023 LOR TBRA ADJUST***		***FY2023 LOR TIER 1 HOLD*** HARMLESS ADJUSTMENT CONT.	
1145	FY2023 UNEQUAL REF LEVY AUTH (FROM FY2023 GENERAL EDUC REVENUE REPORT, LINE 244) 22,988,230.90	1158	FY2023 ALLOC OF TBRA TO LOR TIER 1 LEVY (FROM FY2023 GENERAL REVENUE REPORT, LINE 254) 11,887.79	1172	FY2023 LOR TIER 1 HOLD HARMLESS ADJUSTMENT
1146	PAY 22 LIMIT BEFORE TBRA AND HOLD HARM ADJ (FROM PAY 23 LEVY REPORT, LINE 1046) 17,134,388.58	1159	ALLOCATION OF TBRA (FROM PAY 22 LEVY RPT, LINE 276) 11,887.79	1173	22 PAY 23 ADJ LIMIT
1147	PAY 22 LEVY BEFORE TBRA AND HOLD HARM ADJ (FROM PAY 23 LEVY REPORT, LINE 1047) 17,134,388.58	1160	FY2023 ALLOCATION OF TBRA LOR LEVY TIER 1 ADJUSTMENT = (1158)-(1159) =	1174	22 PAY 23 ADJ LEVY
1148	TOTAL ADJUST TO PAY 22 UNEQUAL REF LEVY AUTH = ((1145)-(1146)) = 5,853,842.32	1161	22 PAY 23 ADJ LIMIT	1175	FY2022 TIER 1 HOLD HARM ADJUSTMENT
1149	22 PAY 23 ADJ LEVY 5,927,843.26	1162	22 PAY 23 ADJ LEVY	**FY2023 INTEGRATION ADJUSTMENT**	
1150	22 PAY 23 ADJ LEVY 5,927,843.26	1163	FY2023 LOR TIER 1 TBRA LEVY ADJUSTMENT	1176	FY2023 INTEG LEVY AUTH (FROM INTEGRATION REVENUE REPORT, LINE 20) 3,733,625.03
1151	FY2023 UNEQUAL REF LEVY ADJUSTMENT = ((1148)-(1150)) = 74,000.94-	**FY2023 REFERENDUM HOLD HARM**		1177	21 PAY 22 LIMIT 4,077,681.41
FY2023 TBRA ALLOCATION ADJ TO VOTER-APPROVED LEVIES		1164	FY2023 ALLOC OF HOLD HARM (FROM FY2023 GENERAL EDUC REVENUE REPORT, LINE 283 TO 285)	1178	21 PAY 22 LEVY 4,077,681.41
1152	FY2023 ALLOC OF TBRA TO VTR-APPR REF LEVIES (FROM FY2023 GENERAL EDUC REVENUE REPORT, LINES 255 TO 257)	1165	PAY 22 HOLD HARM ALLOC (FROM PAY 22 LEVY RPT, LINE 304 TO 306)	1179	TOTAL ADJUSTMENT = (1176)-(1178) = 344,056.38-
1153	PAY 22 ALLOC OF TBRA TO VOTER-APPR REF LEVY (FROM PAY 22 LEVY RPT, LINES 277 TO 279)	1166	FY2023 HOLD HARM TOTAL = (1165)-(1164) =	1180	22 PAY 23 ADJ LIMIT 208,805.97-
1154	FY2023 TBRA ALLOCATION TOTAL ADJUSTMENT = (1153)-(1152) =	1167	22 PAY 23 ADJ LIMIT	1181	22 PAY 23 ADJ LEVY 208,805.97-
1155	22 PAY 23 ADJ LEVY	1168	22 PAY 23 ADJ LEVY	1182	FY2023 INTEGRATION ADJUSTMENT LIMIT = (1179)-(1181) = 135,250.41-
1156	22 PAY 23 ADJ LEVY	1169	FY2023 HOLD HARM ALLOC	**FY2023 REEMPLOYMENT ADJUSTMENT**	
1157	FY2023 TBRA ALLOC LEVY ADJUSTMENT	**FY2023 LOR TIER 1 HOLD** HARMLESS ADJUSTMENT		1183	FY2023 EXPEND ACTUAL 3,769.67
		1170	FY2023 ALLOC OF HOLD HARMLESS TO LOR TIER 1 LEVY (FROM FY2023 GENERAL EDUC REVENUE REPORT, LINES 282)	1184	REEMPLOY LEVY AUTH = 100% OF (1183) = 3,769.67
		1171	PAY 22 TIER 1 HOLD HARMLESS LEVY (FROM PAY 22 LEVY RPT, LINES 303)	1185	22 PAY 23 LIMIT
				1186	22 PAY 23 LEVY
				1187	FY2023 REEMPLOY ADJUST = ((1184)-(1185)) = 3,769.67
				FY2023 SAFE SCHOOLS ADJUST	
				1188	SAFE SCH Lvy REQUEST YES
				54	2022-23 ADJ PU (ACT) 30,745.26
				1189	FY2023 SAFE SCHOOLS AUTH \$36X(54) = 1,106,829.36

FY2023 SAFE SCHOOLS ADJ CONT.			***FY2023 LTFM EQUAL ADJ CONT.***			***FY2023 CAREER TECHNICAL ADJ***		
1190	21 PAY 22 LIMIT	1,113,667.20	1206	21 PAY 22 LIMIT		1227	FY2023 CAREER TECH	
1191	21 PAY 22 LEVY	1,113,667.20	1207	21 PAY 22 LEVY			LEVY AUTHORITY	
							(FY2023 CTE AID REPORT	
1192	FY2023 SAFE SCH ADJUST		1208	TOTAL ADJUSTMENT			LINE 21)	683,392.33
	= ((1189)-(1191)) =	6,837.84-				1228	22 PAY 23 LIMIT	946,630.01
			1209	22 PAY 23 ADJ LIMIT		1229	22 PAY 23 LEVY	946,630.01
			1210	22 PAY 23 ADJ LEVY				
	FY2023 SAFE SCHOOLS		1211	23 PAY 24 ADJ LIMIT		1230	FY2023 CAREER TECH	
	INTERMEDIATE ADJUST		1212	23 PAY 24 ADJ LEVY			ADJUSTMENT	
1193	SAFE SCH INTERMEDIATE						= ((1227)-(1229)) =	263,237.68-
	LEVY ALLOW		1213	FY2023 EQUAL LIMIT ADJUST				
54	2022-23 ADJ PU (ACT)	30,745.26		= (1209)+(1211) =			**FY2023 HEALTH BENEFIT**	
			1214	FY2023 EQUAL LEVY ADJUST			LEVY ADJUST	
1194	FY2023 SAFE SCHOOLS			= (1210)+(1212) =		1231	FY2023 ACTUAL COST	
	INTERMEDIATE AUTHORITY		1215	FY2023 LTFM EQUALIZED			(LIMITED TO \$600,000)	
	= (1193)X(54) =			LEVY ADJUST		1232	22 PAY 23 LIMIT	
1195	21 PAY 22 LIMIT					1233	22 PAY 23 LEVY	
1196	21 PAY 22 LEVY							
1197	FY2023 SAFE SCHOOLS			**FY2023 LTFM UNEQUAL LEVY ADJ**		1234	FY2023 HEALTH	
	INTERMEDIATE ADJUST						BENEFITS ADJUST	
			1216	FY2023 EST LTFM				
				UNEQUALIZED LEVY AUTH			**FY2023 ANNUAL OPEB LEVY ADJ**	
	FY2023 ALTERNATE TEACHER			(FROM FY2023 WEBSITE				
	COMPENSATION LEVY ADJUST			REPORT, LINE 64)	3,445,541.91			
1198	FY2023 ALT COMP LEVY AUTH		1217	21 PAY 22 LIMIT	3,445,824.00	1235	FY2023 ACTUAL COST	
	(FROM FY2023 GENERAL		1218	21 PAY 22 LEVY	3,445,824.00		(FIN 797+OBJ 291)	2,397,709.02
	EDUC REVENUE REPORT,		1219	TOTAL ADJUSTMENT		1236	PRORATION FACTOR TO	
	LINE 324)	2,738,736.00		= (1216)-(1218) =	282.09-		REFLECT STATEWIDE CAP	1.00000000
1199	21 PAY 22 LIMIT	3,009,690.86				1237	PRORATED ANNUAL	
1200	21 PAY 22 LEVY	3,009,690.86	1220	22 PAY 23 ADJ LIMIT			OPEB LEVY AUTH	2,397,709.02
			1221	22 PAY 23 ADJ LEVY				
1201	TOTAL ADJUST TO PAY 22		1222	23 PAY 24 ADJ LIMIT		1238	23 PAY 24 LIMIT	2,720,518.49
	ALT COMP LEVY AUTH		1223	23 PAY 24 ADJ LEVY		1239	23 PAY 24 LEVY	2,720,518.49
	= ((1198)-(1200)) =	270,954.86-				1240	FY2023 ANNUAL	
1202	22 PAY 23 ADJ LIMIT	156,211.22-	1224	FY2023 UNEQUAL LIMIT ADJUST			OPEB ADJUSTMENT	
1203	22 PAY 23 ADJ LEVY	156,211.22-		= (1220)+(1222) =			= (1237)-(1239) =	322,809.47-
1204	FY2023 ALT TEACH COMP LEVY ADJUST		1225	FY2023 UNEQUAL LEVY ADJUST				
	= ((1201)-(1203)) =	114,743.64-		= (1221)+(1223) =				
			1226	FY2023 LTFM UNEQUALIZED				
	FY2023 LTFM EQUALIZED LEVY ADJ			LEVY ADJUST				
				= (1219)-(1225) =	282.09-			
1205	FY2023 EST LTFM							
	EQUALIZED LEVY AUTHORITY							
	(FROM FY2023 WEBSITE							
	REPORT, LINE 63)							

PAY 22 LEASE LEVY ADJUST	1313	***INTERM DIST CARRYOVER*** TO REGULAR LEASE AUTH =(1310)-(1312)=		1003	FY2025 OPER CAP ADJ	219,587.34
FY2022 AND FY2023 LEASE COST WITH A PAY 22 LEVY (PAY 23 LEASE LEVY FOR FY2023 & 2024 LEASE COSTS WILL BE ADJUSTED NEXT YEAR)	1314	FY2022 NON-JOINT LEASE COSTS (1301)+(1303)+ (1306)+(1308)=	431,079.80	1102	FY2023 OPER CAP ADJ	72,617.24-
**PAY 22 FY2022 LEASE COSTS LEASE COSTS	54	2022-23 ADJ PU (ACT)	30,745.26	1076	FY2025 LTFM EQ ADJ	
REG OPERATING LEASES	1315	PAY 22 PUPIL UNIT MAX AUTH = \$212X(54) =	6,517,995.12	1080	FY2025 LTFM UNEQ ADJ	
1300 INTERMEDIATE				1081	FY2025 H&S REBATES	
1301 NON-JOINT	1316	PAY 22 COMMISSIONER APPROVED LIMIT		1088	FY2024 LTFM EQ ADJ	
** CAPITALIZED LEASES **				1095	FY2024 LTFM UNEQ ADJ	
1302 INTERMEDIATE	1317	REGULAR MAX AUTHORITY = GTR OF (1315) OR (1316) =	6,517,995.12	1215	FY2023 LTFM EQ ADJ	
1303 NON-JOINT				1226	FY2023 LTFM UNEQ ADJ	282.09-
1304 PAY 22 FY2022 TOTAL LEASE COSTS = (1300)+ (1301)+(1302)+(1303)=	1318	TOTAL PAY 22 REGULAR LEASE LEVY AUTHORITY = LSR OF (1313)+(1314) OR (1317) =	431,079.80	1322	PAY 22 LEASE LEVY ADJ	1,822.42-
PAY 22 FY2023 LEASE COSTS	1319	TOTAL PAY 22 REGULAR & INTERM LEASE LEVY AUTH = (1312)+(1318) =	431,079.80	1323	LEASE LEVY ADJ (MEMO)	
REG OPERATING LEASES				1324	OTHER CEX ADJ (MEMO)	
1305 INTERMEDIATE				1325	TOTAL CAPITAL RELATED LEVY LIMIT ADJUSTMENT =(1003)+(1102)+(1076)+ (1080)+(1081)+(1088)+ (1095)+(1215)+(1226)+ (1322)+(1323)+(1324)=	144,865.59
1306 NON-JOINT			431,079.80		**OTHER GENERAL LIMITATION ADJ**	
** CAPITALIZED LEASES **	1320	21 PAY 22 LIMIT	432,902.22	758	GENERAL FUND LEVY ADJ FOR FAC & EQUIP BONDS	
1307 INTERMEDIATE	1321	21 PAY 22 LEVY	432,902.22	1326	ECON DEV ABATE ADJUST (MEMO)	
1308 NON-JOINT	1322	PAY 22 LEASE LEVY LIMITATION ADJUSTMENT = (1319) - (1321) =	1,822.42-	1327	DEBT SURPLUS TRANSFER (MEMO)	
1309 PAY 22 FY2023 TOTAL LEASE COSTS = (1305)+ (1306)+(1307)+(1308)=			431,079.80	1328	SCH TAX ADJUSTMENT (FROM STR ADJUST REPORT, LINE 9)	
1310 FY2022 INTERMEDIATE COSTS (1300)+(1302)+ (1305)+(1307)=				1329	OTHER ADJUST, GEN RMV VOTER APPROVED (MEMO)	
54 2022-23 ADJ PU (ACT)			30,745.26	1330	TOTAL OTHER ADJUST GEN RMV VOTER APPR = (1328)+(1329) =	
1311 INTERM PUPIL UNIT AUTH = \$65X(54) =			1,998,441.90	1331	MAINT PU VAR (MEMO)	
1312 INTERM LEASE AUTH = LSR OF (1310) OR (1311) =						

FY2024 LTFM DEBT LEVY ADJ CONT.		***OPEB & PEN DBT SERV ADJ CONT.***		***CERTIFIED LEVY RATIO BY FUND***			
1710	22 PAY 23 LIMIT	23,573,719.61	1902	TOTAL OPEB DEBT SERV	2010	GENERAL	
1711	22 PAY 23 LEVY	23,573,719.61		ADJ VOTER APPROVED		=(2005)/(2009)=	.58628198
1712	TOTAL ADJUSTMENT			= (1900)+(1901) =	2011	COMMUNITY SERVICE	
	ADJ =(1709)-(1710)=		1903	REDUCTION DEBT EXCESS,		=(2006)/(2009)=	.02371328
1713	23 PAY 24 ADJ LIMIT			NON-VOTER =GTR OF	2012	GEN DEBT SERVICE	
1714	23 PAY 24 ADJ LEVY			[(921)OR(924)]X-1 =		=(2007)/(2009)=	.39000474
1715	FY2024 LTFM DEBT LEVY		1904	OTHER OPEB DS ADJUST	2013	OPEB DEBT SERVICE	
	ADJ =(1712)-(1713)=			(MEMO)NON-VOTER APPR		=(2008)/(2009)=	
					2014	TOTAL	1.00000000
FY2023 LTFM DEBT LEVY ADJUST			1905	TOTAL ADJUSTMENT	**ABATEMENT AID BY FUND (FROM**		
1716	FY2023 EST LTFM			NON-VOTER APPROVED	PART III OF FY2025 ABATE AID RPT)		
	DEBT LEVY AUTHORITY			= (1903)+(1904) =	2015	GENERAL	
	(FROM WEBSITE				2016	COMMUNITY SERVICE	29,827.98
	FY2023 RPT, LINE 59)	21,407,590.50		**ABATEMENT ADJUSTMENTS**	2017	GENERAL DEBT SERVICE	
1717	21 PAY 22 LIMIT	21,407,590.50		**INITIAL ABATEMENT LEVY ADJUST**	2018	TOTAL	29,827.98
1718	21 PAY 22 LEVY	21,407,590.50	2000	SCHOOL TAXES ABATED	2019	EST FY2025 ABATEMENT	
1719	TOTAL ADJUSTMENT			IN 2023		AID PRORATION FACTOR	1.00000000
	= (1716)-(1717) =			3,858,384.61-	**PRORATED ABATEMENT AID BY FUND**		
1720	22 PAY 23 ADJ LIMIT		2001	SCHOOL TAXES ADDED	2020	GENERAL	
1721	22 PAY 23 ADJ LEVY			IN 2023		=(2019)X(2015)=	
1722	23 PAY 24 ADJ LIMIT		2002	NET CHANGE IN SCHOOL	2021	COMMUNITY SERVICE	
1723	23 PAY 24 ADJ LEVY			TAXES		=(2019)X(2016)=	29,827.98
1724	FY2023 DEBT LIMIT ADJUST			= (2000)+(2001) =	2022	GENERAL DEBT SERVICE	
	= (1720)+(1722) =		2003	3,858,384.61-		=(2019)X(2017)=	
1725	FY2023 DEBT LEVY ADJUST			ABATEMENT RECOVERY	2023	TOTAL	29,827.98
	= (1721)+(1723) =			REVENUE [GTR OF ZERO			
1726	FY2023 LTFM DEBT LEVY		2023	OR -1X(2002)]			
	ADJ =(1719)-(1724)=			3,858,384.61	2024		
1727	TOTAL DEBT SERV ADJUST		2024	FY2025 ABATEMENT AID		**INITIAL ABATE LEVY ADJ BY FUND**	
	NON-VOTER APPROVED			29,827.98		(ZERO IF NO LEVY AUTHORITY IN FUND)	
	= (1703)+(1704)+		2004	INITIAL ABATEMENT LEVY		GENERAL=(2003)-(2023)-	
	(1708)+(1715)+(1726)=	8,052,997.78-		ADJUSTMENT		(2025)-(2026)-(2027)=	2,262,101.37
				= (2003)-(2023) =	2025	COMMUNITY SERVICE [(2003)X	
				3,828,556.63		(2011)]-(2021) =	61,666.97
	OTH POSTEMPLOYMENT BENE (OPEB)		2005	**PAY 22 CERTIFIED LEVY PLUS**	2026	GENERAL DEBT SERV DBT [(2003)X	
	& PENSION DEBT SERVICE ADJUSTMENTS			AUDITOR ADJUSTMENT BY FUND		(2012)]-(2022) =	1,504,788.29
1900	REDUCTION DEBT EXCESS,		2006	GENERAL	2027	OPEB DEBT [(2003)X	
	VOTER APPROV = GTR OF			136,999,973.39		(2013)] =	
	[(920)OR(923)] X-1 =		2007	5,541,221.76	2004	TOTAL = (2003)-(2023)	3,828,556.63
1901	OTHER OPEB DS ADJUST		2008	91,134,709.62			
	(MEMO) VOTER APPROVED		2009	OPEB DEBT SERVICE		**ABATEMENT INTEREST ADJUSTMENT**	
				233,675,904.77	2028	ABATEMENT INTEREST	
						DEDUCTED FROM TAX	
						SETTLEMENTS IN 2023	104,358.46

ABATEMENT INTEREST ADJ BY FUND (ZERO IF NO LEVY AUTHORITY IN FUND)		***CARRY-OVER ABATEMENT LEVY LIM*** (ZERO IF NO LEVY AUTHORITY IN FUND)		***ADVANCE ABATE ADJUST BY FUND*** (ZERO IF NO LEVY AUTHORITY IN FUND)	
2029	GENERAL =(2028) -(2030) -(2031)-(2032)= 61,183.49	2051	GENERAL=(2043)-(2047) OR MEMO	2069	GENERAL=(2059)-(2068)- (2070)-(2071)-(2072)= 1,203,800.39
2030	COMMUNITY SERVICE =(2028)X(2011)= 2,474.68	2052	COMMUNITY SERVICE =(2044)-(2048) OR MEMO	2070	COMMUNITY SERVICE =(2061)-(2065)= 50,166.33
2031	GENERAL DEBT SERVICE =(2028)X(2012)= 40,700.29	2053	GENERAL DEBT SERVICE =(2045)-(2049) OR MEMO	2071	GENERAL DEBT SERVICE =(2062)-(2066)= 903,547.27
2032	OPEB DEBT SERVICE =(2028)X(2013)=	2054	OPEB DEBT SERVICE =(2046)-(2050) OR MEMO	2072	OPEB DEBT SERVICE =(2063)-(2067)=
2028	TOTAL 104,358.46	2055	TOTAL	2073	TOTAL 2,157,513.99
FY2023 ABATEMENT AID ADJUST (ZERO IF NO LEVY AUTHORITY IN FUND)		**ADVANCE ABATEMENT LEVY ADJUST**		**TOTAL INITIAL LEVY LIMITATION** SUMMARY BEFORE OFFSETTING ADJUST	
2033	GENERAL	2056	SCHOOL TAXES ABATED IN 1ST 6 MO OF 2024 3,743,205.38-	**GEN FUND INITIAL LEVY SUMMARY**	
2034	COMMUNITY SERVICE	2057	SCHOOL TAXES ADDED IN 1ST 6 MO OF 2024	3000	GENERAL RMV VOTER APPROVED = (506)+(1342) = 70,450,513.59
2035	GENERAL DEBT SERVICE	2058	NET CHANGE IN SCHOOL TAXES (2056)+(2057) 3,743,205.38-	3001	GENERAL RMV OTHER = (507)+(1343) = 28,451,103.08
2036	OPEB DEBT SERVICE	2059	TOTAL ADVANCE ABATE LEVY AUTHORITY [GTR OF ZERO OR -1X(2058)] 3,743,205.38	3002	GENERAL NTC VOTER APPROVED = (508)+(1344) = 38,142,202.00
2037	TOTAL	**ADVANCE ABATEMENT AUTH BY FUND**		3003	GENERAL NTC OTHER +(509)+(1345)+(2038) +(2051)+(2069) = 35,397,743.34
TOTAL REGULAR ABATE LEVY ADJ		2060	GENERAL = (2059) -(2061)-(2062)-(2063) 2,194,573.86	3004	TOTAL GENERAL FUND INITIAL LEVY LIMITATION = (3000)+(3001) + (3002)+(3003) = 172,441,562.01
2038	GENERAL = (2024)+(2029)+(2033)= 2,323,284.86	2061	COMMUNITY SERVICE =(2059)X(2011)= 88,763.68	**COM SERV INITIAL LEVY SUMMARY**	
2039	COMMUNITY SERVICE = (2025)+(2030)+(2034)= 64,141.65	2062	GENERAL DEBT SERVICE =(2059)X(2012)= 1,459,867.84	3005	TOTAL COMMUNITY SERVICE FUND INITIAL LEVY LIMITATION = (639)+(1416)+(2039) + (2052)+(2070) = 5,417,372.67
2040	GENERAL DEBT SERVICE = (2026)+(2031)+(2035)= 1,545,488.58	2063	OPEB DEBT SERVICE =(2059)X(2013)	**GEN DBT SERV INITIAL LEVY SUMMARY*	
2041	OPEB DEBT SERVICE = (2027)+(2032)+(2036)=	2059	TOTAL 3,743,205.38	3006	GEN DEBT SERVICE VOTER APPROVED = (810)+(1702)+(2040) + (2053)+(2071) =
2042	TOTAL 3,932,915.09	**PREVIOUS ADVANCE ABATEMENT LEVY** (PAY 23 PREVIOUS ADVANCE PLUS PAY 24 ADVANCE LEVY)		3007	GEN DEBT SERVICE OTHER = (811)+(1727)+(2040) + (2053)+(2071) = 101,248,919.86
CARRY-OVER ABATE LEVY AUTHORITY		2064	GENERAL 980,764.00		
PAY 24 REGULAR ABATEMENT LIMIT		2065	COMMUNITY SERVICE 38,597.35		
2043	GENERAL 1,028,671.42	2066	GENERAL DEBT SERVICE 556,320.57		
2044	COMMUNITY SERVICE 28,585.56	2067	OPEB DEBT SERVICE 10,009.47		
2045	GENERAL DEBT SERVICE 606,002.28	2068	TOTAL 1,585,691.39		
2046	OPEB DEBT SERVICE				
PAY 24 REGULAR ABATEMENT LEVY					
2047	GENERAL 1,028,671.42				
2048	COMMUNITY SERVICE 28,585.56				
2049	GENERAL DEBT SERVICE 606,002.28				
2050	OPEB DEBT SERVICE				

GEN DBT SERV INI SUMMARY CONT.	***COLLECT NEGATIVE ADJUSTMENTS***	***COLLECT NEGATIVE ADJUSTMENTS***
3008 TOTAL DEBT SERVICE FUND INITIAL LEVY LIMITATION = (3006)+(3007) = 101,248,919.86	3020 GEN RMV VOTER NEGATIVE OFFSET	3032 GDS VOTER NEGATIVE OFFSET
OPEB/PENSION DEBT SVC INITIAL LEVY SUMMARY***	3021 GEN RMV OTHER NEGATIVE OFFSET	**COLLECT NEGATIVE ADJUSTMENTS** IN GENERAL DEBT SERV FUND
3009 OPEB/PENSION DEBT SERVICE VOTER APPROVED = (902)+(1900)+(2041) + (2054)+(2072) =	3022 GEN NTC VOTER NEGATIVE OFFSET	3033 GDS OTH NEGATIVE OFFSET
3010 OPEB/PENSION DEBT SERVICE OTHER =(907)+(1903)+(2041) + (2054)+(2072) =	3023 GEN NTC OTHER NEGATIVE OFFSET	3034 GDS VOTER NET OFFSET ADJ = (3030)+(3032) =
3011 TOTAL OPEB/PENSION DEBT SERVICE FUND INITIAL LEVY LIMITATION = (3009)+(3010) =	3024 COM SERV NEGATIVE OFFSET	3035 GDS OTH NET OFFSET ADJ = (3031)+(3033) =
OFFSETTING ADJUSTMENTS (COUNTY AUDITORS CANNOT SPREAD LEVIES BASED ON A NEGATIVE TAX RATE. TOTAL LEVY LIMITATIONS BY TRUTH IN TAXATION LEVY/FUND CATEGORY SHOWN ON PAGE 30 MUST BE ZERO OR GREATER).	**NET OFFSETTING ADJUSTMENTS** IN GEN AND COM SERV	3036 OPEB/PENSION DEBT SERVICE VOTER POSITIVE OFFSET GTR OF 0 OR [-(3009)]
OFFSET CARRIED FORWARD	3025 GEN RMV VOTER NET OFFSET ADJ = (3015)+(3020) =	**POSITIVE OFFSETTING ADJUSTMENT** IN OPEB/PENSION DEBT SERV FUND
3012 GENERAL	3026 GEN RMV OTHER NET OFFSET ADJ = (3016)+(3021) =	3037 OPEB/PENSION DEBT SERVICE OTHER POSITIVE OFFSET GTR OF 0 OR [-(3010)]
3013 GENERAL DEBT SERVICE	3027 GEN NTC VOTER NET OFFSET ADJ = (3017)+(3022) =	3038 OPEB/PENSION DEBT SERVICE VOTER NEGATIVE OFFSET
3014 OPEB/PENSION DEBT SERVICE	3028 GEN NTC OTHER NET OFFSET ADJ = (3018)+(3023) =	**COLLECT NEGATIVE ADJUST** IN OPEB/PENSION DEBT SERV FUND
POSITIVE OFFSETTING ADJUSTMENTS IN GENERAL AND COM SERV FUNDS	3029 COM SERV NET OFFSET ADJ = (3019)+(3024) =	3039 OPEB/PENSION DEBT SERVICE OTHER NEGATIVE OFFSET
3015 GENERAL RMV VOTER POSITIVE OFFSET GTR 0 OR [0-(3000)]	**POSITIVE OFFSETTING ADJ** IN GENERAL DEBT SERV FUND	**NET OFFSETTING ADJUSTMENTS** IN OPEB/PENSION DEBT SERV FUND
3016 GENERAL RMV OTHER POSITIVE OFFSET GTR 0 OR [0-(3001)]	3030 GDS VOTER POSITIVE OFFSET GTR OF 0 OR [-(3006)]	3040 OPEB/PENSION DEBT SERVICE VOTER NET OFFSET ADJ = (3036)+(3038) =
3017 GENERAL NTC VOTER POSITIVE OFFSET GTR 0 OR [0-(3002)]	3031 GDS OTHER POSITIVE OFFSET GTR OF 0 OR [-(3007)]	3041 OPEB/PENSION DEBT SERVICE OTHER NET OFFSET ADJ = (3037)+(3039) =
3018 GENERAL NTC OTHER POSITIVE OFFSET GTR 0 OR [0-(3003)]		
3019 COMMUNITY SERVICE POSITIVE OFFSET GTR 0 OR [0-(3005)]		

NET NEGATIVE ADJ BALANCE TO BE CARRIED FORWARD	***TACONITE REFERENDUM DATA*** INFORMATION ONLY	***FY2024 TACONITE RECEIPTS*** (FEB 2024 & AUG 2024 PYMT) USED TO CALCULATE PAY 25 LEVY LIMITATION REDUCTION
3042 GENERAL ADJUST BALANCE FORWARD = (3012)-(3025) -(3026)-(3027)-(3028) -(3029) =	4000 1983-84 RESIDENT PU 4001 2011-12 RESIDENT PU 44 2023-24 RES PU (PRE) 51,536.01 57 2025-26 ADJ PU (EST) 29,119.77	4015 TAC POT 13.72 CENTS PER TON (INITIAL AMT)
3043 GENERAL DEBT SERVICE ADJUST BALANCE FORWARD =(3013) -(3034)-(3035) =	4002 TACONITE REG REF PU =GTR (4000) OR (44)=	4016 CITY/TWP REPLACEMENT NOT USED THIS YEAR
3044 OPEB/PENSION DEBT SERVICE ADJUST BALANCE FORWARD =(3040)-(3041)=	4003 2011 NET TAX CAPACITY	4017 TAC POT ALLOCATED TO OTHER TAC SCHOOL DIST TO FUND LINE (4027)
3045 TOTAL ADJUST BALANCE FORWARD =(3042) +(3043)+(3044)=	4004 TAC REF REV REDUCT FOR BOTH REG AND ADD REF = (4003)X1.8% =	4018 TAC POT ALLOCATED TO CITIES AND TOWNSHIPS (SEE SPREADSHEET)
LEVY AFTER OFFSETS STARTING POINT FOR MAX EFFORT ADJUSTMENTS	**FY2026 TAC REG REF REV** (PAY 01 REF LEVY REQ)	4019 TAC POT RECEIPTS BASE = (4015)-(4016) -(4017)-(4018) =
3500 GEN DEBT VOTER APPR	4005 REG FRONT END FORMULA = (4002)X\$175 =	4020 MINING 3.43 CENTS/TON
3501 GEN DEBT OTHER 101,248,919.86	4006 TAC REG REF REV = GTR 0 OR [(4005)-(4004)]=	4021 TAC RAILR GRANDFATHER
MAXIMUM EFFORT LOAN AID	**FY2026 TAC ADD REF REV**	4022 DEER RVR GRANDFATHER
3502 ACT MAX EFF LOAN AID FOR FY2018 - FY2025	4007 FY 13 REF REV ALLOW 4008 TAC REF ADD ALLOWANCE = (4007)+\$415 =	4023 FY2024 ELIGIBLE TAC RECEIPTS BASE AMOUNT =SUM (4019)TO(4022)=
3503 PAY 17 - PAY 24 ACT MAX EFF LOAN AID LEVY LIMIT ADJUST (ALL FUNDS) =	4009 ADD FRONT END FORMULA = (4001)X(4008) =	4024 MAX TAC REDUCT = 95% OF [(4023)+(4018)]
3504 REQUESTED DEBT DEFEASANCE AMOUNT BY END OF FY2026	4010 TAC ADD BASE = GTR 0 OR [(4009)-(4004)] =	4025 TOTAL PAY 23 TAC LEVY LIMIT ADJUST ON LEVY LIMIT & CERTIFICATION
3505 BAL AVAIL END FY2026 (3502)+(3503) =	4011 TAC ADD REF REVENUE = (4010)X22.5% =	**FY2026 TAC TOTAL REF REV** (JULY 2022 PAYMENT)
LEVY LIMITS ARE REDUCED IN THE FOLLOWING ORDER	4012 TAC TOTAL REF REV = (4006)+(4011) =	4026 FY2024 ELIG DIST TAC REPL AMT PLUS PAY 23 TAC LEVY ADJUSTMENT =(4023) +(4025)-(4018)=
3506 GEN DEBT VOTER =	4013 MAXIMUM EC RESERVE = (57)X\$25 =	4027 TAC POT ALLOCATED FROM OTHER TAC SCH DIST FOR PAY 23 LEVY REPLACMENT [NOT INCL IN (4023)]
3507 GEN DEBT OTHER =	4014 RSVD EARLY CHILDHOOD = LSR OF (4012) OR (4013)=	4028 TAC PROP TAX RELIEF ACCOUNT TRANSFER FOR PAY 23 LEVY REPLACEMENT [NOT INCL IN (4023)]
3508 MAX EFF LEVY LIMIT ADJ = =(3506)+(3507)=		4029 FY2024 ADDITIONAL TAC POT 11 CENTS/TON [NOT INCL IN (4023)]
3509 MAX EFFORT LOAN AID RETAINED FOR FUTURE USE =(3505)+(3508) =		

FY2024 TACONITE RECEIPT CONT.

LEVY LIMIT SUBJECT TO
TACONITE ADJUSTMENT CONT.

4030 FY2024 TAC BLDG MAINT
& REPAIR 4 CENTS/TON
[NOT INCL IN (4023)]

4052 REMAINING REDUCTION
= (4048)+(4051) =

LEVY LIMIT SUBJECT TO
TACONITE ADJUSTMENT

4053 GEN OTH RMV = -1 X (LSR
OF (4034) OR (4052))=
4054 REMAINING REDUCTION
= (4052)+(4053) =

4031 COMMUNITY SERVICE
4032 OTHER GENERAL NTC

4055 OPER REF = -1 X (LSR
OF (4036) OR (4054))=

4033 REDUCED OTHER NTC FOR
LIMITED LTFM LEVY

4056 REMAINING REDUCTION
= (4054)+(4055) =

4034 OTHER GENERAL RMV

4057 CAP PROJ = -1 X (LSR
OF (4038) OR (4056))=

4035 OP REFERENDUM (VOTER)
4036 = 50% OF (4035) =

4058 REMAINING REDUCTION
= (4056)+(4057) =

4037 CAP PROJ LIMIT(VOTER)
4038 = 50% OF (4037) =

4059 OPEB DEBT TAC ADJUST
VOTER APPR= -1 X (LSR
OF (4041) OR (4058))=

4039 NET OPEB DEBT SERV LEVY
NON-VOTER APPR BONDS

4060 REMAINING REDUCTION
= (4058)+(4059) =

4040 NET OPEB DEBT SERV LEVY
FOR VOTER APPR BONDS
4041 = 50% OF (4040) =

4061 GDS TACONITE ADJUST
VOTER APPR= -1 X (LSR
OF (4044) OR (4060))=

4042 NET GEN DEBT SERV LEVY
NON-VOTER APPR BONDS

4062 TOTAL TACONITE LEVY
LIMITATION ADJUST =
(4045)+(4047)+(4049)+
(4051)+(4053)+(4055)+
(4057)+(4059)+(4061)=

4043 NET GEN DEBT SERV LEVY
FOR VOTER APPR BONDS
4044 = 50% OF (4043) =

4045 COM SERV = -1 X (LSR
OF (4024) OR (4031))=
4046 REMAINING REDUCTION
= (4024)+(4045) =

4063 CITY/TOWNSHIP DISTRIBUTION
= (4024)+(4062) =

4047 GEN OTH NTC = -1 X (LSR
OF (4033) OR (4046))=
4048 REMAINING REDUCTION
= (4046)+(4047) =

4049 OPEB TACONITE ADJUST
NON-VOTER = -1 X (LSR
OF (4039) OR (4048))=
4050 REMAINING REDUCTION
= (4048)+(4049) =

4051 GDS TACONITE ADJUST
NON-VOTER = -1 X (LSR
OF (4042) OR (4050))=

FY2026 LEVY, AID & REVENUE SUMMARY
BY FUND CONTINUES ON PAGE 29

5000	***FY2026 LEVY, AID & REVENUE*** SUMMARY BY FUND (ESTIMATE AT TIME OF PROPOSED LEVY CERTIFICATION)	***GENERAL DEBT SERVICE FUND***	***TOTAL, ALL FUNDS***
	GENERAL FUND	5013 GEN DEBT SERVICE VOTER APPROVED =(3006)+(3034) +(3506)+(4061)=	5025 TOTAL LEVY LIMIT = (5005)+(5009) + (5015)+(5022) = 279,107,854.54
5001	GEN RMV VOTER APPROVED =(3000)+(3025) +(4055)= 70,450,513.59	5014 GEN DEBT SERV OTHER =(3007)+(3035) +(3507)+(4051)= 101,248,919.86	5026 TOTAL AID = (5006)+(5010) + (5016) = 402,618,407.51
5002	GENERAL RMV OTHER = (3001)+(3026) +(4053) = 28,451,103.08	5015 TOTAL DEBT SERVICE FUND LEVY LIMITATION = (5013)+(5014) = 101,248,919.86	5027 TOTAL MAX EFFORT AID USED = (5017) =
5003	GEN NTC VOTER APPROVED = (3002)+(3027) +(4057)= 38,142,202.00	5016 TOTAL DEBT SERVICE FUND AID = (438)+ (777)+(797)+(2022) = 11,000,000.00	5028 TOTAL TACONITE RECEIPTS = (5007)+(5011) + (5018)+(5023) =
5004	GENERAL NTC OTHER = (3003)+(3028) +(4047)= 35,397,743.34	5017 MAX EFF LOAN AID USED =(3503) -(3506)-(3507)=	5029 TOTAL REVENUE = (5008)+(5012) + (5019)+(5024) = 681,726,262.05
5005	TOTAL GENERAL FUND LEVY LIMITATION = (5001)+(5002)+(5003) + (5004) = 172,441,562.01	5018 TACONITE RECEIPTS = -(4051)-(4061) =	
5006	TOTAL GENERAL FUND AID = (326)+(333)+(338) +(344)+(345)+(361) +(386)+(443)+(2020)= 388,301,819.28	5019 TOTAL DEBT SERVICE FUND REVENUE =(5015)+(5016) 112,248,919.86 +(5017)+(5018)=	
		OPEB/PENSION DEBT SERVICE FUND	
5007	TACONITE RECEIPTS = -1*(4047)-(4053) - (4055)-(4057) =	5020 OPEB/PENSION DEBT SERVICE VOTER APPROVED =(3009)+(3040) +(4059)=	
5008	TOTAL GENERAL FUND REVENUE = (5005)+ (5006)+(5007)= 560,743,381.29	5021 OPEB/PENSION DEBT SERVICE OTHER =(3010)+(3041) +(4049)=	
	COMMUNITY SERVICE FUND		
5009	TOTAL COMMUNITY SERVICE FUND LEVY LIMITATION = (3005)+ (3029)+(4045)= 5,417,372.67	5022 TOTAL OPEB/PENSION DEBT SERVICE FUND LEVY LIMITATION = (5020)+(5021) =	
5010	TOTAL COM SERV FUND AID = (610)+(620)+(625) +(632)+(637)+(2021) = 3,316,588.23	5023 TACONITE RECEIPTS = -(4049)-(4059) =	
5011	TACONITE RECEIPTS = -1*(4045) =	5024 TOTAL OPEB/PENSION DEBT SERVICE FUND REVENUE =(5022)+(5023)	
5012	TOTAL COMM SERV FUND REVENUE = (5009) +(5010)+(5011) 8,733,960.90		

I. COMPUTATION OF 2024 PAYABLE 2025 LEVY LIMITATION BY FUND (BEFORE COUNTY AUDITOR ADJUSTMENTS):

FUND	INITIAL LEVY LIMITATION	LIMITATION ADJUSTMENTS	ABATEMENT ADJUSTMENTS	OFFSET ADJUSTMENTS	TAC/MAX EFF ADJUSTMENT	MAXIMUM LEVY LIMITATION
GEN-RMV VOTER-EXEMP	69,002,498.19	1,448,015.40	N/A			70,450,513.59
GEN-RMV OTHER-EXEMP	27,975,705.55	475,397.53	N/A			28,451,103.08
GEN-NTC VOTER-EXEMP	38,142,202.00		N/A			38,142,202.00
GEN-NTC OTHER-GENED	N/A	N/A	N/A	N/A	N/A	N/A
GEN-NTC OTHER-EXEMP	32,548,635.52	677,977.43-	3,527,085.25			35,397,743.34
TOTAL GENERAL	167,669,041.26	1,245,435.50	3,527,085.25			172,441,562.01
COM SERV-EXEMP	5,244,463.11	58,601.58	114,307.98			5,417,372.67
DEBT-VOTER-NONEXEMP						
DEBT-OTHER-NONEXEMP	106,852,881.79	8,052,997.78-	2,449,035.85			101,248,919.86
TOTAL DEBT SERV	106,852,881.79	8,052,997.78-	2,449,035.85			101,248,919.86
OPEB-VOTER-NONEXEMP						
OPEB-OTHER-NONEXEMP						
TOTAL OPEB/PENSION						
TOTAL	279,766,386.16	6,748,960.70-	6,090,429.08			279,107,854.54

II. COMPARISON OF 2023 PAYABLE 2024 LEVY LIMITATION WITH 2024 PAYABLE 2025 LEVY LIMITATION (BEFORE COUNTY AUDITOR ADJUSTMENTS):

FUND	2023 PAY 2024 LIMITATION	2024 PAY 2025 LIMITATION	INCREASE (DECREASE)	PERCENT CHANGE
GENERAL	143,236,728.34	172,441,562.01	29,204,833.67	20.39
COMMUNITY SERVICE	5,282,471.74	5,417,372.67	134,900.93	2.55
GENERAL DEBT SERVICE	99,384,597.68	101,248,919.86	1,864,322.18	1.88
OPEB DEBT SERVICE				
TOTAL	247,903,797.76	279,107,854.54	31,204,056.78	12.59

III. COMPARISON OF 2023 PAYABLE 2024 CERTIFIED LEVY PLUS COUNTY AUDITOR ADJUSTMENTS WITH 2024 PAYABLE 2025 CERTIFIED LEVY PLUS COUNTY AUDITOR ADJUSTMENTS:

FUND	2023 PAY 2024 CERTIFIED LEVY + ADJUSTMENTS	2024 PAY 2025 CERTIFIED LEVY + ADJUSTMENTS	INCREASE (DECREASE)	PERCENT CHANGE
GENERAL	143,236,728.34			
COMMUNITY SERVICE	5,282,471.74			
GENERAL DEBT SERVICE	99,384,597.68			
OPEB DEBT SERVICE				
TOTAL AFTER ADJUSTMENTS	247,903,797.76			

LINE #	LIMITATION COMPONENTS	2023 PAY 2024 LIMITATION	2023 PAY 2024 CERTIFIED LEVY	2024 PAY 2025 LIMITATION	2024 PAY 2025 PROPOSED LEVY	2024 PAY 2025 CERTIFIED LEVY NOTES
SUBTOTALS BY LEVY CATEGORY						
(5001)	GENERAL-RMV VOTER	67,494,983.36	67,494,983.36	70,450,513.59	70,450,513.59	
(5002)	GENERAL-RMV OTHER	27,606,193.45	27,606,193.45	28,451,103.08	28,451,103.08	
(5003)	GENERAL-NTC VOTER	17,114,244.78	17,114,244.78	38,142,202.00	18,142,268.35	
(5004)	GENERAL-NTC OTHER	31,021,306.75	31,021,306.75	35,397,743.34	35,397,743.34	
(5009)	COMMUNITY SERV-NTC OTHER	5,282,471.74	5,282,471.74	5,417,372.67	5,417,372.67	
(5013)	GENL DEBT-NTC VOTER					*1
(5014)	GENL DEBT-NTC OTHER	99,384,597.68	99,384,597.68	101,248,919.86	101,248,919.86	*1
(5020)	OPEB DEBT-NTC VOTER					
(5021)	OPEB DEBT-NTC OTHER					
SUBTOTALS BY FUND						
(5005)	GENERAL FUND	143,236,728.34	143,236,728.34	172,441,562.01	152,441,628.36	
(5009)	COMMUNITY SERVICES FUND	5,282,471.74	5,282,471.74	5,417,372.67	5,417,372.67	
(5015)	GENERAL DEBT SERVICE FUND	99,384,597.68	99,384,597.68	101,248,919.86	101,248,919.86	
(5022)	OPEB/PENSION DEBT SERVICE FUND					
SUBTOTALS BY TAX BASE						
	REFERENDUM MARKET VALUE	95,101,176.81	95,101,176.81	98,901,616.67	98,901,616.67	
	NET TAX CAPACITY	152,802,620.95	152,802,620.95	180,206,237.87	160,206,304.22	
SUBTOTALS BY TRUTH IN TAXATION CATEGORY						
	VOTER APPROVED	84,609,228.14	84,609,228.14	108,592,715.59	88,592,781.94	
	OTHER	163,294,569.62	163,294,569.62	170,515,138.95	170,515,138.95	
TOTAL LEVY						
	TOTAL LEVY	247,903,797.76	247,903,797.76	279,107,854.54	259,107,920.89	
ALLOWABLE INCREASE						
	ALLOWABLE INCREASE AMOUNT				19,999,933.65	
	MAXIMUM ALLOWABLE CERTIFIED LEVY				279,107,854.54	

FOOTNOTES:

*1 SCHOOL BUILDING BOND AGRICULTURAL CREDIT WILL BE CALCULATED USING THE GENERAL DEBT SERVICE LEVY CATEGORIES

NOTE TO SCHOOL DISTRICTS: MUST CERTIFY PROPOSED AND FINAL LEVIES VIA THE WEB-BASED LEVY CERTIFICATION SYSTEM AVAILABLE ON THE MDE WEBSITE, [HTTP://EDUCATION.STATE.MN.US](http://EDUCATION.STATE.MN.US).

LINE #	LIMITATION COMPONENTS	2023 PAY 2024 LIMITATION	2023 PAY 2024 CERTIFIED LEVY	2024 PAY 2025 LIMITATION	2024 PAY 2025 PROPOSED LEVY	2024 PAY 2025 CERTIFIED LEVY NOTES
GENERAL REFER MARKET VALUE VOTER APPROVED:						
(313)	1ST TIER RMV REFER	13,425,192.00	13,425,192.00	13,395,094.20	13,395,094.20	*2
(314)	2ND TIER RMV REFER	30,943,608.30	30,943,608.30	32,213,745.56	32,213,745.56	*2
(315)	UNEQUALIZED RMV REFER	22,863,101.98	22,863,101.98	23,393,658.43	23,393,658.43	
(1031)	FY2025 1ST TIER REF ADJUST	41,400.00	41,400.00	394,496.00	394,496.00	*2
(1039)	FY2025 2ND TIER REF ADJUST	2,112,767.50	2,112,767.50	909,270.40	909,270.40	*2
(1047)	FY2025 UNEQUAL REF ADJUST	839,628.60-	839,628.60-	749,637.54	749,637.54	
(1053)	FY2025 TBRA ALLOC ADJUST					*2
(1062)	FY2025 REF HOLD HARMLESS ADJ					
(1137)	FY2023 1ST TIER REF ADJUST	948,165.80-	948,165.80-	172,656.40-	172,656.40-	
(1144)	FY2023 2ND TIER REF ADJUST	1,900,454.06-	1,900,454.06-	358,731.20-	358,731.20-	
(1151)	FY2023 UNEQUAL REF ADJUST	1,797,162.04	1,797,162.04	74,000.94-	74,000.94-	
(1157)	FY2023 TBRA ALLOC ADJUST					
(1169)	FY2023 REF HOLD HARMLESS ADJ					
(1334)	OTHER RMV REF ADJUST (MEMO)					
(3025)	RMV REF NET OFFSET ADJUST					
(4055)	REFERENDUM TACONITE ADJUST					
(5001)	TOTAL GENERAL - RMV VOTER APPROVED	67,494,983.36	67,494,983.36	70,450,513.59	70,450,513.59	
GENERAL REFER MARKET VALUE OTHER:						
(310)	1ST TIER LOCAL OPTIONAL	8,743,672.21	8,743,672.21	8,724,043.21	8,724,043.21	*3
(238)	2ND TIER LOCAL OPTIONAL	12,374,524.80	12,374,524.80	12,346,782.48	12,346,782.48	*3
(242)	EQUITY	1,459,260.00	1,459,260.00	1,455,988.50	1,455,988.50	*3
(245)	TRANSITION	5,461,134.62	5,461,134.62	5,448,891.36	5,448,891.36	*3
(1011)	FY2025 LOR TIER 1 ADJUST	27,000.00	27,000.00	257,280.00	257,280.00	*3
(1015)	FY2025 LOR TIER 2 ADJUST	38,160.00	38,160.00	363,622.40	363,622.40	*3
(1019)	FY2025 EQUITY ADJUST	4,500.00	4,500.00	42,880.00	42,880.00	*3
(1023)	FY2025 TRANSITION ADJUST	16,840.80	16,840.80	160,474.12	160,474.12	*3
(1055)	FY2025 LOR TIER 1 TBRA ADJUST					*2
(1064)	FY2025 LOR TIER 1 HOLD HARM ADJ					
(1109)	FY2023 LOR TIER 1 ADJUST	12,489.00-	12,489.00-	100,714.21-	100,714.21-	100,714.21-
(1116)	FY2023 LOR TIER 2 ADJUST	17,651.12-	17,651.12-	159,144.16-	159,144.16-	159,144.16-
(1123)	FY2023 EQUITY ADJUST	103,061.50-	103,061.50-	18,767.00-	18,767.00-	
(1130)	FY2023 TRANSITION ADJUST	385,697.36-	385,697.36-	70,233.62-	70,233.62-	
(1163)	FY2023 LOR TIER 1 TBRA ADJUST					
(1175)	FY2023 LOR TIER 1 HOLD HARMLESS					
(1339)	OTHER ADJ, GEN OTHER RMV					
(3026)	GENERAL OTH RMV NET OFFSET ADJ					
(4053)	GENERAL OTH RMV TACONITE ADJUST					
(5002)	TOTAL GENERAL - RMV OTHER	27,606,193.45	27,606,193.45	28,451,103.08	28,451,103.08	

FOOTNOTES:

*2 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN CORRESPONDING REFERENDUM EQUALIZATION AID (PRIOR TO TAX BASE REPLACEMENT AID AND REFERENDUM HOLD HARMLESS).

*3 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN CORRESPONDING GENERAL EDUCATION AID. FISCAL YEAR (FY) REFERENCES IN THE LIMITATION COMPONENTS COLUMN RELATE TO PAYABLE 2025. FOR PAYABLE 2024 COLUMNS, THE AMOUNTS SHOWN ARE FOR ONE YEAR PRIOR THE FISCAL YEAR SHOWN.

LINE #	LIMITATION COMPONENTS	2023 PAY 2024 LIMITATION	2023 PAY 2024 CERTIFIED LEVY	2024 PAY 2025 LIMITATION	2024 PAY 2025 PROPOSED LEVY	2024 PAY 2025 CERTIFIED LEVY NOTES
GENERAL NET TAX CAPACITY VOTER APPROVED:						
(492)	CAPITAL PROJECT REFERENDUM	17,114,244.78	17,114,244.78	38,142,202.00	18,142,268.35	
(1337)	OTHER NTC VOTER ADJ					
(4057)	CAPITAL PROJ TACONITE ADJ					
(5003)	TOTAL GENERAL - NTC VOTER APPROVED	17,114,244.78	17,114,244.78	38,142,202.00	18,142,268.35	

LINE #	LIMITATION COMPONENTS	2023 PAY 2024 LIMITATION	2023 PAY 2024 CERTIFIED LEVY	2024 PAY 2025 LIMITATION	2024 PAY 2025 PROPOSED LEVY	2024 PAY 2025 CERTIFIED LEVY NOTES
GENERAL NET TAX CAPACITY OTHER:						
INITIAL LEVIES:						
(232)	OPERATING CAPITAL	6,803,070.12	6,803,070.12	6,807,093.04	6,807,093.04	*3
(337)	ALT TEACHER COMP (Q COMP)	2,579,562.44	2,579,562.44	2,570,943.83	2,570,943.83	*4
(359)	ACHIEVEMENT & INTEGRATION	3,858,378.74	3,858,378.74	3,910,277.10	3,910,277.10	*5
(363)	FY2025 REEMPLOYMENT INS	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	
(365)	SAFE SCHOOLS	1,050,667.20	1,050,667.20	1,048,311.72	1,048,311.72	
(368)	SAFE SCHOOLS INTERMEDIATE					
(371)	JUDGMENT	530,000.00	530,000.00			*6
(373)	ICE ARENA					
(385)	FY2025 CAREER TECHNICAL	1,002,783.73	1,002,783.73	1,385,899.99	1,385,899.99	
(389)	FY2024 ANNUAL OTHER POST- EMPLOYMENT BENEFITS (OPEB)	2,720,518.49	2,720,518.49	2,518,135.62	2,518,135.62	
(444)	LT FACILITIES EQUAL					*4
(445)	LT FACILITIES UNEQUAL	3,655,675.00	3,655,675.00	3,765,345.00	3,765,345.00	
(455)	DISABLED ACCESS					
(489)	BUILDING/LAND LEASE	1,422,041.60	1,422,041.60	1,454,229.22	1,454,229.22	
(490)	COOP BUILDING REPAIR					
(491)	OTHER CAPITAL (MEMO)					
(494)	CONSOL/TRANSITION					
(495)	REORG OPERATING DEBT					
(496)	FY2025 HEALTH BENEFITS					
(497)	ADDITIONAL RETIREMENT	7,088,400.00	7,088,400.00	7,088,400.00	7,088,400.00	
(498)	SEVERANCE					
(499)	ADMINISTRATIVE DISTRICT					
(500)	SWIMMING POOL					
(501)	TREE GROWTH					
(502)	CONSOL/RETIREMENT					
(503)	ECON DEV ABATEMENT					
(504)	OTHER GENERAL (MEMO)					
(5005A)	SUBTOTAL - INITIAL LEVIES - GENERAL NTC OTHER	32,711,097.32	32,711,097.32	32,548,635.52	32,548,635.52	

FOOTNOTES:

- *3 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN CORRESPONDING GENERAL EDUCATION AID.
- *4 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN EQUALIZATION AID.
- *5 70% OF INTEGRATION REVENUE IS PROVIDED BY STATE AID. DISTRICT MUST PROVIDE 30% OF INTEGRATION REVENUE EITHER THROUGH THIS LEVY OR THROUGH OTHER DISTRICT FUNDS.
- *6 WITH COMMISSIONER APPROVAL, DISTRICTS MAY SPREAD THIS LEVY OVER UP TO THREE YEARS.

FISCAL YEAR (FY) REFERENCES IN THE LIMITATION COMPONENTS COLUMN RELATE TO PAYABLE 2025. FOR PAYABLE 2024 COLUMNS, THE AMOUNTS SHOWN ARE FOR ONE YEAR PRIOR THE FISCAL YEAR SHOWN.

LINE #	LIMITATION COMPONENTS	2023 PAY 2024 LIMITATION	2023 PAY 2024 CERTIFIED LEVY	2024 PAY 2025 LIMITATION	2024 PAY 2025 PROPOSED LEVY	2024 PAY 2025 CERTIFIED LEVY NOTES
GENERAL NET TAX CAPACITY OTHER (CON'T):						
LEVY ADJUSTMENTS:						
(1003)	FY2025 OPER CAPITAL ADJUST	33,616.70	33,616.70	219,587.34	219,587.34	*3
(1102)	FY2023 OPER CAPITAL ADJUST	12,736.10	12,736.10	72,617.24-	72,617.24-	
(1072)	FY2025 ALT TEACHER COMP ADJUST	4,724.32-	4,724.32-	65,170.56	65,170.56	*7
(1204)	FY2023 ALT TEACHER COMP ADJUST	279.70-	279.70-	114,743.64-	114,743.64-	
(1068)	FY2025 ACHIEVE & INTEG ADJUST	178,120.64-	178,120.64-	39,439.70	39,439.70	*5
(1182)	FY2023 ACHIEVE & INTEG ADJUST	136,569.56-	136,569.56-	135,250.41-	135,250.41-	*5
(1187)	FY2023 REEMPLOYMENT ADJUST	2,735,309.45-	2,735,309.45-	3,769.67	3,769.67	
(1192)	FY2023 SAFE SCHOOLS ADJUST	65,837.88-	65,837.88-	6,837.84-	6,837.84-	
(1197)	FY2023 SAFE SCHOOLS INTERM ADJ					
(1230)	FY2023 CAREER TECHNICAL ADJUST	162,398.29-	162,398.29-	263,237.68-	263,237.68-	
(1234)	FY2023 HEALTH BENEFITS ADJUST					
(1240)	FY2023 ANNUAL OPEB ADJUST	.01-	.01-	322,809.47-	322,809.47-	
(1076)	FY2025 LTFM EQUAL ADJUST					
(1080)	FY2025 LTFM UNEQUAL ADJUST					
(1081)	FY2025 H&S REBATE ADJ					
(1088)	FY2024 LTFM EQUAL ADJUST					
(1095)	FY2024 LTFM UNEQUAL ADJUST					
(1215)	FY2023 LTFM EQUAL ADJUST					
(1226)	FY2023 LTFM UNEQUAL ADJUST			282.09-	282.09-	
(5005B)	SUBTOTAL - ADJUSTMENTS-THIS PAGE					
	GENERAL NTC OTHER	3,236,887.05-	3,236,887.05-	587,811.10-	587,811.10-	

FOOTNOTES:

- *3 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN CORRESPONDING GENERAL EDUCATION AID.
- *5 70% OF INTEGRATION REVENUE IS PROVIDED BY STATE AID. DISTRICT MUST PROVIDE 30% OF INTEGRATION REVENUE EITHER THROUGH THIS LEVY OR THROUGH OTHER DISTRICT FUNDS.
- *7 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN ALTERNATIVE COMPENSATION EQUALIZATION

FISCAL YEAR (FY) REFERENCES IN THE LIMITATION COMPONENTS COLUMN RELATE TO PAYABLE 2025. FOR PAYABLE 2024 COLUMNS, THE AMOUNTS SHOWN ARE FOR ONE YEAR PRIOR THE FISCAL YEAR SHOWN.

LINE #	LIMITATION COMPONENTS	2023 PAY 2024 LIMITATION	2023 PAY 2024 CERTIFIED LEVY	2024 PAY 2025 LIMITATION	2024 PAY 2025 PROPOSED LEVY	2024 PAY 2025 CERTIFIED LEVY NOTES
GENERAL NET TAX CAPACITY OTHER (CON'T):						
LEVY ADJUSTMENTS:						
(1327)	PAY 22 LEASE ADJUST	1,786.68-	1,786.68-	1,822.42-	1,822.42-	
(1328)	LEASE LEVY ADJ (MEMO)					
(1329)	OTHER CAPITAL ADJUST (MEMO)					
(758)	FY2026 FAC & EQUIP BOND ADJUST					
(1331)	ECON DEV ABATE ADJUST					
(1332)	DEBT SURPLUS ADJUST					
(1346)	OTHER GENERAL ADJUST			88,343.91-	88,343.91-	
(2038)	ABATEMENT ADJUSTMENT	1,028,671.42	1,028,671.42	2,323,284.86	2,323,284.86	*10
(2051)	CARRY-OVER ABATEMENT ADJUST					*11
(2069)	ADVANCE ABATEMENT ADJUST	520,211.74	520,211.74	1,203,800.39	1,203,800.39	*12
(4047)	GENERAL OTH NTC TACONITE ADJUST					
(5005C)	SUBTOTAL - ADJUSTMENTS- THIS PAGE GENERAL NTC OTHER	1,547,096.48	1,547,096.48	3,436,918.92	3,436,918.92	
(5005A)	SUBTOTAL - INITIAL LEVIES- PAGE 34 GENERAL NTC OTHER	32,711,097.32	32,711,097.32	32,548,635.52	32,548,635.52	
(5005B)	SUBTOTAL - ADJUSTMENTS- PAGE 35 GENERAL NTC OTHER	3,236,887.05-	3,236,887.05-	587,811.10-	587,811.10-	
(5004)	TOTAL GENERAL - NTC OTHER	31,021,306.75	31,021,306.75	35,397,743.34	35,397,743.34	

FOOTNOTES:

- *10 PAY 2026 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT. DISTRICTS MAY SPREAD THIS COMPONENT OVER A PERIOD OF TWO YEARS (UP TO THREE YEARS ON REQUEST).
 - *11 PAY 2026 LEVY LIMITATION WILL NOT BE INCREASED BY ANY UNDERLEVY IN THIS COMPONENT UNLESS EXTENSION IS REQUESTED.
 - *12 PAY 2026 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT.
- FISCAL YEAR (FY) REFERENCES IN THE LIMITATION COMPONENTS COLUMN RELATE TO PAYABLE 2025. FOR PAYABLE 2024 COLUMNS, THE AMOUNTS SHOWN ARE FOR ONE YEAR PRIOR THE FISCAL YEAR SHOWN.

LINE #	LIMITATION COMPONENTS	2023 PAY 2024 LIMITATION	2023 PAY 2024 CERTIFIED LEVY	2024 PAY 2025 LIMITATION	2024 PAY 2025 PROPOSED LEVY	2024 PAY 2025 CERTIFIED LEVY NOTES
COMMUNITY SERVICE:						
(609)	BASIC COMMUNITY EDUC	3,087,478.66	3,087,478.66	2,881,958.81	2,881,958.81	*13
(619)	EARLY CHILD FAMILY	1,648,894.74	1,648,894.74	1,746,888.23	1,746,888.23	*14
(624)	HOME VISITING	79,935.00	79,935.00	79,302.00	79,302.00	
(631)	ADULTS W/ DISABILITIES	49,399.65	49,399.65	46,314.07	46,314.07	
(636)	SCHOOL-AGE CARE	490,000.00	490,000.00	490,000.00	490,000.00	*14
(638)	OTHER COMM ED (MEMO)					
(1403)	FY2025 EARLY CHILD FAMILY ADJ	92,248.42-	92,248.42-	2,999.39-	2,999.39-	
(1407)	FY2023 HOME VISITING ADJUST	1,656.00-	1,656.00-	1,056.00-	1,056.00-	
(1411)	FY2023 SCHOOL-AGE CARE ADJUST	28,462.57-	28,462.57-	62,656.97		
(1412)	ADULTS W/ DISABILITIES ADJUST					
(1415)	OTHER ADJUST (MEMO)					
(2039)	ABATEMENT ADJUSTMENT	28,585.56	28,585.56	64,141.65	64,141.65	*10
(2052)	CARRY-OVER ABATEMENT ADJUST					*11
(2070)	ADVANCE ABATEMENT ADJUST	20,545.12	20,545.12	50,166.33	50,166.33	*12
(4045)	COM SERV TACONITE ADJUST					
(5009)	TOTAL COMMUNITY SERVICE	5,282,471.74	5,282,471.74	5,417,372.67	5,417,372.67	

FOOTNOTES:

- *10 PAY 2026 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT. DISTRICTS MAY SPREAD THIS COMPONENT OVER A PERIOD OF TWO YEARS (UP TO THREE YEARS ON REQUEST).
 - *11 PAY 2026 LEVY LIMITATION WILL NOT BE INCREASED BY ANY UNDERLEVY IN THIS COMPONENT UNLESS EXTENSION IS REQUESTED.
 - *12 PAY 2026 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT.
 - *13 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN CORRESPONDING STATE AID.
 - *14 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN CORRESPONDING STATE AID. DISTRICT MUST PROVIDE A COMMUNITY EDUCATION PROGRAM TO QUALIFY FOR THIS LEVY.
- FISCAL YEAR (FY) REFERENCES IN THE LIMITATION COMPONENTS COLUMN RELATE TO PAYABLE 2025. FOR PAYABLE 2024 COLUMNS, THE AMOUNTS SHOWN ARE FOR ONE YEAR PRIOR THE FISCAL YEAR SHOWN.

LINE #	LIMITATION COMPONENTS	2023 PAY 2024 LIMITATION	2023 PAY 2024 CERTIFIED LEVY	2024 PAY 2025 LIMITATION	2024 PAY 2025 PROPOSED LEVY	2024 PAY 2025 CERTIFIED LEVY NOTES
DEBT SERVICE VOTER APPROVED:						
(806)	DEBT SERVICE-AID ELIG					*15
(808)	DEBT SERVICE-AID INELIG					*15
(778)	NATURAL DISASTER DEBT					*15
(1700)	REDUCTION FOR DEBT EXCESS					
(1701)	OTHER ADJUST (MEMO)					
(2040)	ABATEMENT ADJUSTMENT					*10,16
(2053)	CARRY OVER ABATEMENT					*11,16
(2071)	ADVANCE ABATE ADJUST					*12,16
(3034)	GDS VTR NET OFFSET ADJUST					
(3506)	GDS VTR MAX EFFORT ADJ					
(4061)	GDS VTR TACONITE ADJUST					
(5013)	TOTAL DEBT SERVICE VOTER APPROVED					*1
DEBT SERVICE OTHER:						
(807)	DEBT SERVICE-AID ELIG	44,072,280.50	44,072,280.50	43,045,359.66	43,045,359.66	*15
(809)	DEBT SERVICE-AID INELIG	26,698,346.52	26,698,346.52	33,161,915.80	33,161,915.80	*15
(769)	LT FACILITIES DEBT SERVICE	27,718,632.59	27,718,632.59	30,645,606.33	30,645,606.33	*15
(1708)	FY2025 LTFM DEBT SERV ADJ					
(1715)	FY2024 LTFM DEBT SERV ADJ					
(1726)	FY2023 LTFM DEBT SERV ADJ					
(1703)	REDUCTION FOR DEBT EXCESS	.43-	.43-	8,052,997.78-	8,052,997.78-	
(1704)	OTHER ADJUST (MEMO)					
(2040)	ABATEMENT ADJUSTMENT	606,002.28	606,002.28	1,545,488.58	1,545,488.58	*10,16
(2053)	CARRY OVER ABATEMENT					*11,16
(2071)	ADVANCE ABATE ADJUST	289,336.22	289,336.22	903,547.27	903,547.27	*12,16
(3035)	GDS OTH NET OFFSET ADJUST					
(3507)	GDS OTH MAX EFFORT ADJ					
(4051)	GDS OTH TACONITE ADJUST					
(5014)	TOTAL DEBT SERVICE OTHER	99,384,597.68	99,384,597.68	101,248,919.86	101,248,919.86	*1

FOOTNOTES:

- *1 SCHOOL BUILDING BOND AGRICULTURAL CREDIT WILL BE CALCULATED USING THE GENERAL DEBT SERVICE LEVY CATEGORIES
- *10 PAY 2026 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT. DISTRICTS MAY SPREAD THIS COMPONENT OVER A PERIOD OF TWO YEARS (UP TO THREE YEARS ON REQUEST).
- *11 PAY 2026 LEVY LIMITATION WILL NOT BE INCREASED BY ANY UNDERLEVY IN THIS COMPONENT UNLESS EXTENSION IS REQUESTED.
- *12 PAY 2026 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT.
- *15 DISTRICT MUST LEVY THE MAXIMUM AMOUNT FOR THIS LEVY COMPONENT.
- *16 ABATEMENT ADJUSTMENTS SHOWN ON LINES 2040, 2053 AND 2071 APPEAR AS VOTER APPROVED DEBT SERVICE IF VOTER APPROVED INITIAL DEBT SERVICE LEVY ON LINE 810 IS GREATER THAN ZERO. OTHERWISE ABATEMENT ADJUSTMENTS APPEAR AS OTHER DEBT SERVICE.

FISCAL YEAR (FY) REFERENCES IN THE LIMITATION COMPONENTS COLUMN RELATE TO PAYABLE 2025. FOR PAYABLE 2024 COLUMNS, THE AMOUNTS SHOWN ARE FOR ONE YEAR PRIOR THE FISCAL YEAR SHOWN.

LINE #	LIMITATION COMPONENTS	2023 PAY 2024 LIMITATION	2023 PAY 2024 CERTIFIED LEVY	2024 PAY 2025 LIMITATION	2024 PAY 2025 PROPOSED LEVY	2024 PAY 2025 CERTIFIED LEVY NOTES
OPEB/PENSION DEBT SERVICE VOTER APPROVED:						
(902)	REQ DEBT SERVICE LEVY FOR OPEB/PENSION BONDS					*15
(1900)	REDUCTION FOR DEBT EXCESS					
(1901)	OTHER ADJUST (MEMO)					
(2041)	ABATEMENT ADJUSTMENT					*10,17
(2054)	CARRY OVER ABATEMENT					*11,17
(2072)	ADVANCE ABATE ADJUST					*12,17
(4059)	OPEB/PENSION DEBT TACONITE ADJUST					
(5020)	TOTAL OPEB/PENSION DEBT SERVICE VOTER APPROVED					
OPEB/PENSION DEBT SERVICE OTHER:						
(907)	REQ DEBT SERVICE LEVY FOR OPEB/PENSION BONDS					*15
(1903)	REDUCTION FOR DEBT EXCESS					
(1904)	OTHER ADJUST (MEMO)					
(2041)	ABATEMENT ADJUSTMENT					*10,17
(2054)	CARRY OVER ABATEMENT					*11,17
(2072)	ADVANCE ABATE ADJUST					*12,17
(3041)	OPEB DEBT OTH NET OFFSET ADJUST					
(4049)	OPEB/PENSION DEBT TACONITE ADJUST					
(5021)	TOTAL OPEB/PENSION DEBT SERVICE OTHER					

FOOTNOTES:

- *10 PAY 2026 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT. DISTRICTS MAY SPREAD THIS COMPONENT OVER A PERIOD OF TWO YEARS (UP TO THREE YEARS ON REQUEST).
- *11 PAY 2026 LEVY LIMITATION WILL NOT BE INCREASED BY ANY UNDERLEVY IN THIS COMPONENT UNLESS EXTENSION IS REQUESTED.
- *12 PAY 2026 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT.
- *15 DISTRICT MUST LEVY THE MAXIMUM AMOUNT FOR THIS LEVY COMPONENT.
- *17 ABATEMENT ADJUSTMENTS SHOWN ON LINES 2041, 2054 AND 2072 APPEAR AS VOTER APPROVED OPEB DEBT SERVICE IF VOTER APPROVED INITIAL OPEB DEBT SERVICE LEVY ON LINE 902 IS GREATER THAN ZERO. OTHERWISE ABATEMENT ADJUSTMENTS APPEAR AS OTHER DEBT SERVICE.

FISCAL YEAR (FY) REFERENCES IN THE LIMITATION COMPONENTS COLUMN RELATE TO PAYABLE 2025. FOR PAYABLE 2024 COLUMNS, THE AMOUNTS SHOWN ARE FOR ONE YEAR PRIOR THE FISCAL YEAR SHOWN.

END OF LEVY LIMITATION AND CERTIFICATION REPORT

SPECIAL SCHOOL DISTRICT NO. 1
MINNEAPOLIS, MINNESOTA

CERTIFICATE OF OFFICIAL ACTION

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

Attached hereto is a true and correct copy of a resolution duly adopted *by a two-thirds majority vote of all the members* of the Board of Education of the District at a lawful meeting duly called and held on December 10, 2024, at which meeting a quorum was present and acting throughout. Such resolution remains in full force and effect in the form in which adopted.

IN WITNESS WHEREOF, the undersigned has hereunto set her/his hand and affixed the official seal of the District, this 10th day of December, 2024.

School District Clerk

RESOLUTION RELATING TO \$50,465,000 GENERAL
OBLIGATION SCHOOL BUILDING BONDS, SERIES 2024A;
AWARDING THE SALE THEREOF; PRESCRIBING THE
FORM AND DETAILS THEREOF; AND AUTHORIZING THE
ISSUANCE THEREOF

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

Section 1. Authorization and Sale

1.01. Pursuant to Minnesota Statutes, Chapter 475, and Section 128D.11, the District, by a two-thirds majority vote of all the members of the Board and without any election by the voters of the District, is authorized to issue and sell in calendar year 2024, general obligation bonds of the District in an amount not to exceed \$71,140,601, which amount includes \$15,000,000 as a carry forward from calendar year 2023.

1.02. This Board hereby finds, determines and declares that it is in the best interest of the District to proceed forthwith to authorize the issuance of its General Obligation School Building Bonds, Series 2024A, in the initial aggregate principal amount of \$50,465,000 (the “Bonds”), to finance the rehabilitating, remodeling, expanding, and equipping of existing school buildings, the acquisition of sites, construction, and equipping of new school buildings and the acquisition and betterment of District facilities (the “Project”), and to pay costs of issuing the Bonds. The District has heretofore prepared and submitted an application for review and comment by the Minnesota Department of Education (“MDE”) with respect to the portions of the Project requiring a review and comment by MDE pursuant to the provisions of Minnesota Statutes, Section 123B.71, and on October 17, 2024, the District received a positive review and comment from MDE. The Board hereby ratifies and approves all action heretofore taken by the District, District staff and third-parties engaged by the District, and the Board hereby authorizes any additional actions hereafter required to be taken, with respect to the Project and the Bonds and to consummate the transactions contemplated hereby.

1.03. PFM Financial Advisors LLC, municipal advisor to the District, has solicited, on behalf of the District, competitive proposals for the purchase of the Bonds. Upon consideration by this Board, the most favorable of such proposals received by the District is that of J.P. Morgan Securities LLC in New York, New York (the “Purchaser”), who offered to purchase the Bonds at a price of \$55,636,984.01 (\$50,465,000.00 in par amount of Bonds, plus original issue premium in the amount of \$5,319,135.05, less Purchaser compensation in the amount of \$147,151.04), upon the further terms and conditions set forth in this resolution. The amount of bonding authority carried forward by the District from 2024 to 2025 pursuant to Minnesota Statutes, Section 128D.11, subdivision 3, is hereby determined to be \$15,000,000.

1.04. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done prior to the issuance of the Bonds having been done, existing and having happened, it is now necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to issue the Bonds forthwith.

Section 2. Form of Bonds

2.01. The Bonds shall be prepared substantially in the form of Exhibit A.

Section 3. Bond Terms, Execution and Delivery

3.01. Maturities, Interest Rates, Denominations. The District shall forthwith issue and deliver the Bonds, which shall be denominated “General Obligation School Building Bonds, Series 2024A.” The Bonds shall be in the denomination of \$5,000 each or any integral multiple thereof, shall mature on February 1 in the years and amounts set forth below, and Bonds maturing in such years and amounts shall bear interest, on the basis of a 360-day year composed of twelve 30-day months, from the date of issue until paid or duly called for redemption at the rates per annum shown opposite such years and in amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2026	\$6,270,000	5.000%	2036	\$1,620,000	5.000%
2027	6,795,000	5.000	2037	1,700,000	5.000
2028	2,410,000	5.000	2038	1,785,000	5.000
2029	2,535,000	5.000	2039	1,875,000	5.000
2030	2,665,000	5.000	2040	1,970,000	5.000
2031	1,705,000	5.000	2041	2,065,000	5.000
2032	1,790,000	5.000	2042	2,170,000	5.000
2033	1,880,000	5.000	2043	2,280,000	5.000
2034	1,970,000	5.000	2044	2,395,000	5.000
2035	2,070,000	5.000	2045	2,515,000	5.000

3.02. Dates; Interest Payment Dates. The Bonds shall be issuable only in fully registered form, and the ownership of the Bonds shall be transferred only upon the bond register of the District hereinafter described. The interest on the Bonds shall be payable on February 1 and August 1 in each year, commencing August 1, 2025, to the owner of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. The interest on, and upon presentation and surrender thereof, the principal of each Bond, shall be payable by check or draft issued by the Registrar (as defined herein). Each Bond shall be originally dated as of December 31, 2024, and upon authentication of any Bond, the Registrar described herein shall indicate therein the date of such authentication.

3.03. Registration. The District shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the District and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment.

(c) Exchange of Bonds. Whenever any Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the District upon such Bond to the extent of the sum or sums paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the District and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to

the District. If the mutilated, lost, stolen or destroyed Bond has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Bonds. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the District, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

3.04. Appointment of Initial Registrar. The District hereby appoints U.S. Bank Trust Company, National Association, as the initial Registrar. The Chair and the School District Clerk are authorized to execute and deliver, if necessary or appropriate, on behalf of the District, a contract with U.S. Bank Trust Company, National Association, as Registrar. A bank or trust company authorized by law to conduct such business, may be authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The District reserves the right to remove any Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar and shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Board, the School District Clerk shall transmit to the Registrar, from the Debt Service Fund described in Section 4.02, moneys sufficient for the payment of all principal and interest then due.

3.05. Redemption. Bonds maturing in the year 2035 and thereafter shall each be subject to redemption and prepayment, at the option of the District, in inverse order of maturities and, within any maturity, in \$5,000 principal amounts selected by the Registrar by lot, on February 1, 2034, or any date thereafter at a price equal to the principal amount thereof to be redeemed plus interest accrued to the date of redemption.

At least thirty (30) days prior to the date set for redemption of any Bond, the School District Clerk shall cause notice of the call for redemption to be published in a daily or weekly periodical published in a Minnesota city of the first class or its metropolitan area, which circulates throughout the state and furnishes financial news as a part of its service (provided that published notice of the call need not be given if the Bonds are in registered form and notice has been mailed to the registered holder of the Bonds), and to be mailed to the Registrar and to the registered owner of each Bond to be redeemed, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

3.06. Preparation and Delivery. The Bonds shall be prepared under the direction of the School District Clerk and shall be executed on behalf of the District by the signatures of the Chair and the School District Clerk, and may be sealed with the official seal of the District; provided that said signatures and the official seal may be printed, engraved, or lithographed facsimiles thereof.

In case any officer whose signature, or a facsimile of whose signature, shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so delivered and authenticated, they shall be delivered by the School District Clerk to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

3.07. Securities Depository.

(a) For purposes of this section, the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the District agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the District shall be affected by any notice to the contrary. Neither the Registrar nor the District shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by

DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the District to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the District determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bond certificates, the District may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bond certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chair of the Board of Education and School District Clerk, is hereby authorized, and execution of the Representation Letter by the Chair of the Board of Education and School District Clerk shall be conclusive evidence of such approval.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or another securities depository as holder of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bond certificates and the method of payment of principal of and interest on such Bond certificates.

3.08. Closing Certificates. The Chair and School District Clerk, or the Senior Financial Officer, or any of their authorized designees, are hereby further authorized and directed to execute such closing certificates and other instruments and documents as may be necessary to complete the issuance and delivery of the Bonds and maintain the tax-exempt status of the Bonds. The authority granted hereby is effective with respect to any District officer holding office as of the date hereof and any successor. No execution of any document, certificate or instrument by an

officer holding office as of the date hereof shall be considered invalidated or unauthorized by replacement of such officer before the date of execution.

Section 4. Use of Proceeds; Sinking Fund and Tax Levies

4.01. Proceeds of the Bonds shall be held in a separate fund or account in the official financial records of the District (the "Project Fund") and the District shall continue to maintain the Project Fund until payment of all costs and expenses incurred in connection with the projects financed by the Bonds have been paid. To the Project Fund there shall be credited all the proceeds of the Bonds and from the Project Fund there shall be paid all costs and expenses of the projects financed by the Bonds, including costs of issuing the Bonds. Amounts allocable to issuance expenses not disbursed after 60 days shall be transferred to the Debt Service Fund (as defined herein). After payment of all costs and expenses of the projects financed by the Bonds, the Project Fund shall be discontinued and any Bond proceeds remaining therein shall be credited to the Debt Service Fund or used for other projects in accordance with Minnesota law.

4.02. So long as any of the Bonds are outstanding and any principal or interest thereon remains unpaid, the District shall maintain as a separate account on its books and records the sinking fund heretofore established (the "Debt Service Fund"). The Debt Service Fund shall be used for no purpose other than the payment of principal of and interest on the Bonds and the payment of principal of and interest on such other general obligation bonds of the District as this Board by resolution has heretofore designated or hereafter shall designate as being payable from the Debt Service Fund. The Board irrevocably appropriates to the Debt Service Fund (a) any taxes levied in accordance with this resolution, (b) any taxes levied and to be levied for the payment of other obligations made payable from the Debt Service Fund, (c) accrued interest on the Bonds from their date to the date of delivery, and (d) all such other moneys as shall be received and appropriated to the Debt Service Fund from time to time. If any payment of principal of or interest on the Bonds or other obligations payable therefrom shall become due when there is not sufficient money in the Debt Service Fund to make such payment, the District shall pay the same from any other available fund of the District, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Bonds or other obligations payable therefrom. The Debt Service Fund will be used primarily to achieve a proper matching of revenues and debt service within each Bond Year (as defined in the Tax Certificate) and will be fully depleted at least once a year, except for a reasonable carryover amount expected not to exceed the greater of (a) the earnings on the Debt Service Fund in the immediately preceding Bond Year or (b) one-twelfth of the annual debt service on the Bonds in the immediately preceding Bond Year.

4.03. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith, credit and taxing power of the District shall be and are hereby irrevocably pledged. To provide moneys for the payment thereof, there is hereby levied upon all of the taxable property in the District a direct, annual, ad valorem tax which shall be spread upon the tax rolls collectible in the years and amounts set forth below, as a part of other general taxes of the District, as follows:

<u>Levy Year</u>	<u>Collection Year</u>	<u>Amount</u>
------------------	------------------------	---------------

SEE ATTACHED SCHEDULE

The foregoing taxes shall be irrevocable as long as any of the Bonds are outstanding and unpaid; provided, that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61.

It is estimated that the ad valorem taxes will be collected in amounts not less than five percent (5%) in excess of the annual principal and interest requirements of the Bonds. If on October 1 in any year the sum of the balance in the Debt Service Fund plus any ad valorem taxes theretofore levied for the payment of bonds payable therefrom and collectible through the end of the following calendar year is not sufficient to pay when due all principal and interest to become due on all bonds payable therefrom in said following calendar year, or the Debt Service Fund has incurred a deficiency in the manner provided in Section 4.02, an additional direct, irrevocable, ad valorem tax shall be levied on all taxable property within the corporate limits of the District for the purpose of restoring such accumulated or anticipated deficiency in accordance with the provisions of this resolution.

Section 5. Defeasance

5.01. When all Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The District may also at any time discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full provided that notice of redemption thereof has been duly given as provided in Section 3.05 or arrangements for the giving of such notice have been made. The District may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to pay all principal, redemption premium, if any, and interest to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

Section 6. Certifications of Proceedings; Tax Matters and Disclosure Matters

6.01. The School District Clerk is hereby authorized and directed to file with the County Auditor of Hennepin County, Minnesota (the "County Auditor") a certified copy of this resolution, together with such other information as the County Auditor shall require, and to obtain from the County Auditor a certificate that the Bonds have been entered upon the bond register as required by law.

6.02. The officers of the District are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, bond counsel to the District, certified copies of all proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the District as to the facts recited herein.

6.03. The District covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action that would cause the interest of the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the "Code"), and any Treasury Regulations promulgated thereunder (the "Regulations"), and that it will take or cause its officers, employees or agents to take any and all actions legally within its or their power necessary to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. The District covenants and agrees with the holders from time to time of the Bonds that it will abide by the terms of the Tax Certificate, except to the extent compliance therewith is deemed by bond counsel to the District to be unnecessary to maintain the tax-exempt status of the Bonds. So long as the Bonds are outstanding, the District will not enter into any lease, use agreement or other contract or agreement respecting the projects financed with proceeds of the Bonds which would cause the Bonds to be considered a "private activity bond" or "private loan bond" pursuant to the provisions of Section 141 of the Code.

6.04. The Chair and the School District Clerk, being the officers of the District charged with the responsibility for issuing the Bonds pursuant to this resolution, or the Senior Financial Officer, or any of their authorized designees, are authorized and directed to execute and deliver a Tax Certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating, among other things, the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and the Regulations. The District covenants and agrees with the holders from time to time of the Bonds that it will abide by the terms of the Tax Certificate, except to the extent compliance therewith is deemed by Dorsey & Whitney LLP, bond counsel to the District, to be unnecessary to maintain the tax-exempt status of the Bonds.

6.05. The District acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The District covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the exceptions set forth in the Code and the Regulations.

6.06. The District certifies that the proceeds of the Bonds will not be used by the District to reimburse itself for any expenditure which the District paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the District has made a declaration of official intent which complies with the provisions of Section 1.150-2 of the

Regulations; provided, however, that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

6.07. The Preliminary Official Statement dated December 3, 2024, as supplemented December 10, 2024 (collectively, the “Preliminary Official Statement”), prepared by the District and PFM Financial Advisors LLC and distributed by PFM Financial Advisors LLC, on behalf of the District, is hereby ratified and approved. District officials and staff and PFM Financial Advisors LLC are hereby authorized, on behalf of the District, to prepare and distribute, with the approval of the Senior Financial Officer of the District, or any authorized designee, any supplements to the Preliminary Official Statement necessary in connection with the offering and sale of the Bonds. District officials and staff and PFM Financial Advisors LLC and the District are hereby further authorized to prepare and distribute to the Purchaser, within seven business days from the date hereof, a final supplement to the Preliminary Official Statement or a final Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the final Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “Final Official Statement”). The officers of the District are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Preliminary Official Statement and the Final Official Statement, which Final Official Statement is also hereby approved, with such changes and additions as the Senior Financial Officer of the District, or his designees, may authorize.

Section 7. State Payment; District and Bond Registrar Obligations

7.01. The District hereby covenants and obligates itself to notify the Commissioner of Education of the State of Minnesota as soon as possible, but not less than 15 working days before the date that principal or interest payment is due, of any potential default in the payment of the principal of or interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 (the “State Payment Law”), to guarantee (to the extent provided therein) payment of the principal of and interest on the Bonds when due. The District further covenants to deposit with the Registrar not less than three business days prior to each interest and principal payment date for the Bonds an amount sufficient to make that payment or to notify the Commissioner of Education as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Registrar shall be required to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal of and interest on the Bonds at maturity or, if on the date two business days prior to maturity, there are insufficient funds on deposit with the Registrar to pay the Bonds in full at maturity. The Registrar shall be required to cooperate with the District, the Commissioner of Education and the Commissioner of Management and Budget in implementing the provisions of the State Payment Law. In the event that amounts sufficient to make any such interest or principal payment are held by an escrow or paying agent and invested as authorized by Minnesota Statutes, Chapter 475 and such escrow or paying agent is required to use proceeds from such investment to pay to the Registrar the amount necessary to pay such interest or principal on such payment date, then the requirements of the State Payment Law

relating to the deposit of such amounts with the Registrar prior to the payment date of such interest or principal shall be deemed satisfied and neither the District nor the Registrar shall be required to notify the Commissioner of Education that insufficient funds are available to pay such interest or principal on such payment date. The District shall do all other things which may be necessary to perform the obligations hereby undertaken under the State Payment Law, including any requirements hereafter adopted by the Commissioner of Education or the Commissioner of Management and Budget. The Chair, the School District Clerk, the Senior Financial Officer, or any authorized designee thereof, is hereby authorized to execute any applicable forms of the State of Minnesota.

Section 8. Continuing Disclosure

8.01. Definitions. The following capitalized terms shall have the following meanings for purposes of this section.

“*Annual Report*” means any annual report provided by the District pursuant to, and as described in, Section 8.03.

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

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

“*Financial Obligation*” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of either (i) or (ii). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“*Holders*” means the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“*Listed Events*” means the events listed in Section 8.04.

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

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

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

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

8.03. Provision of Annual Reports.

(i) Not later than 12 months after the end of each fiscal year of the District (the “Submission Deadline”) (the first report being due not later than 12 months after June 30, 2024), the District shall, either directly or indirectly through an agent designated by the District, file on EMMA an electronic copy of its Annual Report in a format and accompanied by such identifying information as prescribed by the MSRB. If the District’s fiscal year changes, it shall, either directly or indirectly through an agent designated by the District, give notice of such change in the same manner as for a Listed Event under Section 8.04, and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the new fiscal year. If the District is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the District shall, either directly or indirectly through an agent designated by the District, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

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

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

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

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

(D) Financial Information

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

8.04. Reporting of Significant Events.

- (i) The District shall, either directly or indirectly through an agent designated by the District, give notice of the occurrence of any of the following events with respect to the Bonds, all pursuant to the provisions of this section:
- (1) Principal and interest payment delinquencies.
 - (2) Non-payment related defaults, if material.
 - (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
 - (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
 - (5) Substitution of credit or liquidity providers, or their failure to perform.
 - (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
 - (7) Modifications to rights of security holders, if material.
 - (8) Bond calls, if material, and tender offers.
 - (9) Defeasances.
 - (10) Release, substitution, or sale of property securing repayment of the securities, if material.
 - (11) Rating changes.

- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

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

- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.
- (ii) If a Listed Event described in subparagraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) has occurred *and the District has determined that such Listed Event is material under applicable federal securities laws*, the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.
- (iii) If a Listed Event described in subparagraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) above has occurred the

District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subparagraphs (8) and (9) need not be given under this section any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds.

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

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

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

- (i) (1) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (2) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (3) the amendment or waiver either (A) is approved by a majority of the Holders, or (B) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or
- (ii) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this section, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating

data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 8.04, and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

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

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

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS)
GENERAL OBLIGATION SCHOOL BUILDING BOND, SERIES 2024A

R-____ \$ _____

<u>Interest Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	December 31, 2024	603790 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

Special School District No. 1 (Minneapolis), Minnesota (the “District”), a duly organized school district with boundaries coterminous with the City of Minneapolis, whose post office address is Minneapolis, Minnesota, acknowledges itself to be indebted, and for value received hereby, promises to pay to the registered owner specified above, or registered assigns, upon presentation and surrender at the principal corporate trust office of the Bond Registrar hereinafter identified, the principal amount specified above, on the maturity date specified above, with interest thereon from the date of original issue hereof or from the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate specified above, all subject to the provisions hereinafter stated with respect to the redemption of the principal of this Bond before maturity. Interest is payable on February 1 and August 1 of each year, commencing on August 1, 2025, by check or draft mailed by the Bond Registrar to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Both principal and interest are payable in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for payment of public and private debts. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith, credit, and taxing power of the District have been and are hereby irrevocably pledged. U.S. Bank Trust Company, National Association, in St. Paul, Minnesota, has been designated by the Resolution described herein as Bond Registrar, Transfer Agent and Paying Agent (the “Bond Registrar”), and a successor Bond Registrar, if any, may be designated in accordance with said Resolution.

This Bond is one of an issue in the aggregate principal amount of \$50,465,000 (the “Bonds”), all of like tenor except as to serial number, maturity date, interest rate and redemption privilege and all issued by the District for the acquisition and betterment of school facilities, and is issued pursuant to authority conferred by the required vote of the members of the Board of Education of the District and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475 and Section 128D.11, and pursuant to and in full conformity with resolutions of the Board of Education of the District, including a resolution adopted December 10, 2024 (the “Resolution”). This Bond is payable primarily from the Debt Service Fund (the “Debt Service Fund”) of the District, but the Board is required by law to pay maturing principal hereof and interest thereon out of any funds in the treasury if moneys on hand in the Debt Service Fund are insufficient therefor. The Bonds of this issue are issuable only as fully registered bonds, in denominations of \$5,000 or any integral multiple thereof, of single maturities.

Bonds having stated maturity dates in the year 2035 and thereafter are each subject to redemption and prepayment in inverse order of maturities and by lot, assigned in proportion to their principal amount, within a maturity, at the option of the District, on any date on or after February 1, 2034, at a price equal to the principal amount thereof to be redeemed plus interest accrued to the date of redemption.

At least thirty days prior to the date set for the redemption and prepayment of any Bond, notice of the call for redemption will be published in a daily or weekly periodical, published in a Minnesota city of the first class or its metropolitan area, which circulates throughout the state and furnishes financial news as a part of its service (provided that published notice of the call need not be given if the Bonds are in registered form and notice has been mailed to the registered holder of the Bonds), and will be mailed or furnished to the Bond Registrar and mailed to the registered owner of each Bond to be redeemed at the address appearing in the Bond Register, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by his/her/its attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his/her/its attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the District will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner thereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

It is hereby certified, recited, covenanted and agreed that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to happen, to exist and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District according to its terms have been done, have happened, do exist, and have been performed in regular and due form, time and manner as so required; that, prior to the issuance hereof, a direct, annual, ad valorem tax has been duly levied upon all taxable property in the District for the years and in amounts not less than five percent (5%) in excess of sums sufficient to pay the interest hereon and the principal hereof as the same respectively become due; that additional taxes, if needed to meet the principal and interest requirements of the Bonds, shall be levied upon all of such property without limitation as to rate or amount; and that the issuance of the Bonds does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Special School District No. 1 (Minneapolis), Minnesota, by its Board of Education has caused this Bond to be executed by the facsimile signatures of the Chair of the Board of Education and the School District Clerk and has caused this Bond to be dated as of the date of original issue set forth above.

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS), MINNESOTA

(Facsimile Signature)
Chair of the Board of Education

(Facsimile Signature)
School District Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: _____

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Bond Registrar

By _____
Authorized Signature

The following abbreviations, when used in the inscription of the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM --as tenants in common	UTMA as Custodian for
	(Cust) (Minor)
TEN ENT --as tenants by the entireties	under Uniform Transfers to Minors Act
	(State)
JT TEN --as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used, though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

SIGNATURE GUARANTEE:

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

SCHEDULE

Minneapolis Special School District No. 1, Minnesota
 \$50,465,000 General Obligation School Building Bonds, Series 2024A
 Tax Levy Schedule

Dated Date: 12/31/2024

Levy Year	Collection Year	Period Ending	Principal	Coupon	Interest	Debt Service	105% of DS
		8/1/2025	-		1,478,904.86		
2024	2025	2/1/2026	6,270,000.00	5.00%	1,261,625.00	9,010,529.86	9,461,056.35
		8/1/2026	-		1,104,875.00		
2025	2026	2/1/2027	6,795,000.00	5.00%	1,104,875.00	9,004,750.00	9,454,987.50
		8/1/2027	-		935,000.00		
2026	2027	2/1/2028	2,410,000.00	5.00%	935,000.00	4,280,000.00	4,494,000.00
		8/1/2028	-		874,750.00		
2027	2028	2/1/2029	2,535,000.00	5.00%	874,750.00	4,284,500.00	4,498,725.00
		8/1/2029	-		811,375.00		
2028	2029	2/1/2030	2,665,000.00	5.00%	811,375.00	4,287,750.00	4,502,137.50
		8/1/2030	-		744,750.00		
2029	2030	2/1/2031	1,705,000.00	5.00%	744,750.00	3,194,500.00	3,354,225.00
		8/1/2031	-		702,125.00		
2030	2031	2/1/2032	1,790,000.00	5.00%	702,125.00	3,194,250.00	3,353,962.50
		8/1/2032	-		657,375.00		
2031	2032	2/1/2033	1,880,000.00	5.00%	657,375.00	3,194,750.00	3,354,487.50
		8/1/2033	-		610,375.00		
2032	2033	2/1/2034	1,970,000.00	5.00%	610,375.00	3,190,750.00	3,350,287.50
		8/1/2034	-		561,125.00		
2033	2034	2/1/2035	2,070,000.00	5.00%	561,125.00	3,192,250.00	3,351,862.50
		8/1/2035	-		509,375.00		
2034	2035	2/1/2036	1,620,000.00	5.00%	509,375.00	2,638,750.00	2,770,687.50
		8/1/2036	-		468,875.00		
2035	2036	2/1/2037	1,700,000.00	5.00%	468,875.00	2,637,750.00	2,769,637.50
		8/1/2037	-		426,375.00		
2036	2037	2/1/2038	1,785,000.00	5.00%	426,375.00	2,637,750.00	2,769,637.50
		8/1/2038	-		381,750.00		
2037	2038	2/1/2039	1,875,000.00	5.00%	381,750.00	2,638,500.00	2,770,425.00
		8/1/2039	-		334,875.00		
2038	2039	2/1/2040	1,970,000.00	5.00%	334,875.00	2,639,750.00	2,771,737.50
		8/1/2040	-		285,625.00		
2039	2040	2/1/2041	2,065,000.00	5.00%	285,625.00	2,636,250.00	2,768,062.50
		8/1/2041	-		234,000.00		
2040	2041	2/1/2042	2,170,000.00	5.00%	234,000.00	2,638,000.00	2,769,900.00
		8/1/2042	-		179,750.00		
2041	2042	2/1/2043	2,280,000.00	5.00%	179,750.00	2,639,500.00	2,771,475.00
		8/1/2043	-		122,750.00		
2042	2043	2/1/2044	2,395,000.00	5.00%	122,750.00	2,640,500.00	2,772,525.00
		8/1/2044	-		62,875.00		
2043	2044	2/1/2045	2,515,000.00	5.00%	62,875.00	2,640,750.00	2,772,787.50
		Total	50,465,000.00		22,756,529.86	73,221,529.86	76,882,606.35

SPECIAL SCHOOL DISTRICT NO. 1
MINNEAPOLIS, MINNESOTA

CERTIFICATE OF OFFICIAL ACTION

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

Attached hereto is a true and correct copy of a resolution duly adopted *by a simple majority vote of a quorum of* the Board of Education of the District at a lawful meeting duly called and held on December 10, 2024, at which meeting a quorum was present and acting throughout. Such resolution remains in full force and effect in the form in which adopted.

IN WITNESS WHEREOF, the undersigned has hereunto set her/his hand and affixed the official seal of the District, this 10th day of December, 2024.

School District Clerk

RESOLUTION RELATING TO \$26,810,000 GENERAL OBLIGATION LONG-TERM FACILITIES MAINTENANCE BONDS, SERIES 2024B; AWARDING THE SALE THEREOF; PRESCRIBING THE FORM AND DETAILS THEREOF; AND AUTHORIZING THE ISSUANCE THEREOF

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

Section 1. Authorization and Sale

1.01. Pursuant to Minnesota Statutes, Section 123B.595, the District, with the approval of the Commissioner of Education of the State of Minnesota and after proper notice, is authorized to issue and sell general obligation bonds of the District to finance facilities plans approved under Minnesota Statutes, Section 123B.595. The Board has heretofore approved the District’s ten-year facilities plan (the “Plan”) and on September 24, 2024, the District received written approval from the Commissioner of Education of its ten-year facilities plan (the “Plan”) and a bond issue in connection therewith up to \$30,400,000. The levy of ad valorem taxes for the payment of the principal of and interest on bonds issued in 2024 to finance such Plan was approved as part of the Minnesota Department of Education (“MDE”) Levy Limitation and Certification 2024-2025. The Board hereby ratifies and approves all action heretofore taken by the District, District staff and third-parties engaged by the District, including but not limited to publication of the notice required by Minnesota Statutes, Section 123B.595, Subd. 5(b)., and the Board hereby authorizes any additional actions hereafter required to be taken, with respect to the Plan, the Project (as defined herein) and the Bonds (as defined herein), and to consummate the transactions contemplated hereby.

1.02. This Board hereby finds, determines and declares that it is in the best interest of the District to proceed forthwith to authorize the issuance of its General Obligation Long-Term Facilities Maintenance Bonds, Series 2024B, in the initial aggregate principal amount of \$26,810,000 (the “Bonds”), to finance the projects included in the Plan (the “Project”), and to pay costs of issuing the Bonds. Review and comment by the Minnesota Department of Education is not required for any portion of the Project pursuant to the provisions of Minnesota Statutes, Section 123B.71.

1.03. PFM Financial Advisors LLC, municipal advisor to the District, has solicited, on behalf of the District, competitive proposals for the purchase of the Bonds. Upon consideration by this Board, the most favorable of such proposals received by the District is that of TD Securities (USA) LLC, in New York, New York (the “Purchaser”), who offered to purchase the Bonds at a price of \$30,106,955.90 (\$26,810,000.00 in par amount of Bonds, plus original issue premium in the amount of \$3,475,778.60, less Purchaser compensation in the amount of \$178,822.70), upon the further terms and conditions set forth in this resolution.

1.04. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done prior to the issuance of the Bonds having been done, existing and having happened, it is now necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to issue the Bonds forthwith.

Section 2. Form of Bonds

2.01. The Bonds shall be prepared substantially in the form of Exhibit A.

Section 3. Bond Terms, Execution and Delivery

3.01. Maturities, Interest Rates, Denominations. The District shall forthwith issue and deliver the Bonds, which shall be denominated “General Obligation Long-Term Facilities Maintenance Bonds, Series 2024B.” The Bonds shall be in the denomination of \$5,000 each or any integral multiple thereof, shall mature on February 1 in the years and amounts set forth below, and Bonds maturing in such years and amounts shall bear interest, on the basis of a 360-day year composed of twelve 30-day months, from the date of issue until paid or duly called for redemption at the rates per annum shown opposite such years and in amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2026	\$1,110,000	5.000%	2036	\$ 965,000	5.000%
2027	1,285,000	5.000	2037	1,015,000	5.000
2028	1,340,000	5.000	2038	1,065,000	5.000
2029	1,345,000	5.000	2039	1,120,000	5.000
2030	1,405,000	5.000	2040	1,175,000	5.000
2031	1,480,000	5.000	2041	1,235,000	5.000
2032	1,550,000	5.000	2042	1,295,000	5.000
2033	1,630,000	5.000	2043	1,360,000	5.000
2034	1,710,000	5.000	2044	1,430,000	5.000
2035	1,795,000	5.000	2045	1,500,000	5.000

3.02. Dates; Interest Payment Dates. The Bonds shall be issuable only in fully registered form, and the ownership of the Bonds shall be transferred only upon the bond register of the District hereinafter described. The interest on the Bonds shall be payable on February 1 and August 1 in each year, commencing August 1, 2025, to the owner of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. The interest on, and upon presentation and surrender thereof, the principal of each Bond, shall be payable by check or draft issued by the Registrar (as defined herein). Each Bond shall be originally dated as of December 31, 2024, and upon authentication of any Bond, the Registrar described herein shall indicate therein the date of such authentication.

3.03. Registration. The District shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the District and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment.

(c) Exchange of Bonds. Whenever any Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the District upon such Bond to the extent of the sum or sums paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the District and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to

the District. If the mutilated, lost, stolen or destroyed Bond has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Bonds. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the District, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

3.04. Appointment of Initial Registrar. The District hereby appoints U.S. Bank Trust Company, National Association, as the initial Registrar. The Chair and the School District Clerk are authorized to execute and deliver, if necessary or appropriate, on behalf of the District, a contract with U.S. Bank Trust Company, National Association, as Registrar. A bank or trust company authorized by law to conduct such business, may be authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The District reserves the right to remove any Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar and shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Board, the School District Clerk shall transmit to the Registrar, from the Debt Service Fund described in Section 4.02, moneys sufficient for the payment of all principal and interest then due.

3.05. Redemption. Bonds maturing in the year 2035 and thereafter shall each be subject to redemption and prepayment, at the option of the District, in inverse order of maturities and, within any maturity, in \$5,000 principal amounts selected by the Registrar by lot, on February 1, 2034, or any date thereafter at a price equal to the principal amount thereof to be redeemed plus interest accrued to the date of redemption.

At least thirty (30) days prior to the date set for redemption of any Bond, the School District Clerk shall cause notice of the call for redemption to be published in a daily or weekly periodical published in a Minnesota city of the first class or its metropolitan area, which circulates throughout the state and furnishes financial news as a part of its service (provided that published notice of the call need not be given if the Bonds are in registered form and notice has been mailed to the registered holder of the Bonds), and to be mailed to the Registrar and to the registered owner of each Bond to be redeemed, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

3.06. Preparation and Delivery. The Bonds shall be prepared under the direction of the School District Clerk and shall be executed on behalf of the District by the signatures of the Chair and the School District Clerk, and may be sealed with the official seal of the District; provided that said signatures and the official seal may be printed, engraved, or lithographed facsimiles thereof.

In case any officer whose signature, or a facsimile of whose signature, shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so delivered and authenticated, they shall be delivered by the School District Clerk to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

3.07. Securities Depository.

(a) For purposes of this section, the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the District agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the District shall be affected by any notice to the contrary. Neither the Registrar nor the District shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds

under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the District to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the District determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bond certificates, the District may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bond certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chair of the Board of Education and School District Clerk, is hereby authorized, and execution of the Representation Letter by the Chair of the Board of Education and School District Clerk shall be conclusive evidence of such approval.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or another securities depository as holder of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bond certificates and the method of payment of principal of and interest on such Bond certificates.

3.08. Closing Certificates. The Chair and School District Clerk, or the Senior Financial Officer, or any of their authorized designees, are hereby further authorized and directed to execute such closing certificates and other instruments and documents as may be necessary to complete the issuance and delivery of the Bonds and maintain the tax-exempt status of the Bonds. The authority granted hereby is effective with respect to any District officer holding office as of the date hereof and any successor. No execution of any document, certificate or instrument by an officer holding office as of the date hereof shall be considered invalidated or unauthorized by replacement of such officer before the date of execution.

Section 4. Use of Proceeds; Sinking Fund and Tax Levies

4.01. Proceeds of the Bonds shall be held in a separate fund or account in the official financial records of the District (the “Project Fund”) and the District shall continue to maintain the Project Fund until payment of all costs and expenses incurred in connection with the projects financed by the Bonds have been paid. To the Project Fund there shall be credited all the proceeds of the Bonds and from the Project Fund there shall be paid all costs and expenses of the projects financed by the Bonds, including costs of issuing the Bonds. Amounts allocable to issuance expenses not disbursed after 60 days shall be transferred to the Debt Service Fund (as defined herein). After payment of all costs and expenses of the projects financed by the Bonds, the Project Fund shall be discontinued and any Bond proceeds remaining therein shall be credited to the Debt Service Fund or used for other projects in accordance with Minnesota law.

4.02. Pursuant to Minnesota Statutes, Section 123B.595, subdivision 5(c), the portion of long-term facilities maintenance revenue for bonded debt must be recognized in the debt service fund of the District (the “Debt Service Fund”). The Debt Service Fund shall be used for no purpose other than the payment of principal of and interest on the Bonds and the payment of principal of and interest on such other general obligation bonds of the District as this Board by resolution has heretofore designated or hereafter shall designate as being payable from the Debt Service Fund. The Board irrevocably appropriates to the Debt Service Fund (a) any taxes levied in accordance with this resolution, (b) any taxes levied and to be levied for the payment of other obligations made payable from the Debt Service Fund, (c) accrued interest on the Bonds from their date to the date of delivery, (d) any long-term facilities maintenance equalized aid receivable under Minnesota Statutes, Section 123B.595, subdivision 9, and (e) all such other moneys as shall be received and appropriated to the Debt Service Fund from time to time. If any payment of principal of or interest on the Bonds or other obligations payable therefrom shall become due when there is not sufficient money in the Debt Service Fund to make such payment, the District shall pay the same from any other available fund of the District, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Bonds or other obligations payable therefrom. Pursuant to Minnesota Statutes, Section 123B.595, subdivision 12, the portion, if any, of long-term facility maintenance revenue not recognized in the Debt Service Fund shall be maintained with the general fund of the District in a reserve account pledged to the payment of Plan costs not financed by the Bonds. The Debt Service Fund will be used primarily to achieve a proper matching of revenues and debt service within each Bond Year (as defined in the Tax Certificate) and will be fully depleted at least once a year, except for a reasonable carryover amount expected not to exceed the greater of (a) the earnings on the Debt Service Fund in the immediately preceding Bond Year or (b) one-twelfth of the annual debt service on the Bonds in the immediately preceding Bond Year.

4.03. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith, credit and taxing power of the District shall be and are hereby irrevocably pledged. To provide moneys for the payment thereof, there is hereby levied upon all of the taxable property in the District a direct, annual, ad valorem tax which shall be spread upon the tax rolls collectible in the years and amounts set forth below, as a part of other general taxes of the District, as follows:

Levy Year

Collection Year

Amount

SEE ATTACHED SCHEDULE

The foregoing taxes shall be irrevocable as long as any of the Bonds are outstanding and unpaid; provided, that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61.

It is estimated that the ad valorem taxes will be collected in amounts not less than five percent (5%) in excess of the annual principal and interest requirements of the Bonds. If on October 1 in any year the sum of the balance in the Debt Service Fund plus any ad valorem taxes theretofore levied for the payment of bonds payable therefrom and collectible through the end of the following calendar year is not sufficient to pay when due all principal and interest to become due on all bonds payable therefrom in said following calendar year, or the Debt Service Fund has incurred a deficiency in the manner provided in Section 4.02, an additional direct, irrevocable, ad valorem tax shall be levied on all taxable property within the corporate limits of the District for the purpose of restoring such accumulated or anticipated deficiency in accordance with the provisions of this resolution. Pursuant to Minnesota Statutes, Section 123B.595, subdivision 6, if the debt service revenue required to pay the principal and interest on the Bonds exceeds the District's long-term facilities maintenance revenue for the same fiscal year, the District's general fund levy must be reduced by the amount of the excess.

Section 5. Defeasance

5.01. When all Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The District may also at any time discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full provided that notice of redemption thereof has been duly given as provided in Section 3.05 or arrangements for the giving of such notice have been made. The District may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to pay all principal, redemption premium, if any, and interest to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

Section 6. Certifications of Proceedings; Tax Matters and Disclosure Matters

6.01. The School District Clerk is hereby authorized and directed to file with the County Auditor of Hennepin County, Minnesota (the “County Auditor”) a certified copy of this resolution, together with such other information as the County Auditor shall require, and to obtain from the County Auditor a certificate that the Bonds have been entered upon the bond register as required by law.

6.02. The officers of the District are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, bond counsel to the District, certified copies of all proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the District as to the facts recited herein.

6.03. The District covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action that would cause the interest of the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the “Code”), and any Treasury Regulations promulgated thereunder (the “Regulations”), and that it will take or cause its officers, employees or agents to take any and all actions legally within its or their power necessary to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. The District covenants and agrees with the holders from time to time of the Bonds that it will abide by the terms of the Tax Certificate, except to the extent compliance therewith is deemed by bond counsel to the District to be unnecessary to maintain the tax-exempt status of the Bonds. So long as the Bonds are outstanding, the District will not enter into any lease, use agreement or other contract or agreement respecting the projects financed with proceeds of the Bonds which would cause the Bonds to be considered a “private activity bond” or “private loan bond” pursuant to the provisions of Section 141 of the Code.

6.04. The Chair and the School District Clerk, being the officers of the District charged with the responsibility for issuing the Bonds pursuant to this resolution, or the Senior Financial Officer, or any of their authorized designees, are authorized and directed to execute and deliver a Tax Certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating, among other things, the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and the Regulations. The District covenants and agrees with the holders from time to time of the Bonds that it will abide by the terms of the Tax Certificate, except to the extent compliance therewith is deemed by Dorsey & Whitney LLP, bond counsel to the District, to be unnecessary to maintain the tax-exempt status of the Bonds.

6.05. The District acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The District covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required

under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the exceptions set forth in the Code and the Regulations.

6.06. The District certifies that the proceeds of the Bonds will not be used by the District to reimburse itself for any expenditure which the District paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the District has made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations; provided, however, that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

6.07. The Preliminary Official Statement dated as of December 3, 2024, as supplemented December 10, 2024 (collectively, the “Preliminary Official Statement”), prepared by the District and PFM Financial Advisors LLC and distributed by PFM Financial Advisors LLC, on behalf of the District, is hereby ratified and approved. District officials and staff and PFM Financial Advisors LLC are hereby authorized, on behalf of the District, to prepare and distribute, with the approval of the Senior Financial Officer of the District, or any authorized designee, any supplements to the Preliminary Official Statement necessary in connection with the offering and sale of the Bonds. District officials and staff and PFM Financial Advisors LLC and the District are hereby further authorized to prepare and distribute to the Purchaser, within seven business days from the date hereof, a final supplement to the Preliminary Official Statement or a final Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the final Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “Final Official Statement”). The officers of the District are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Preliminary Official Statement and the Final Official Statement, which Final Official Statement is also hereby approved, with such changes and additions as the Senior Financial Officer of the District, or his designees, may authorize.

Section 7. State Payment; District and Bond Registrar Obligations

The District hereby covenants and obligates itself to notify the Commissioner of Education of the State of Minnesota as soon as possible, but not less than 15 working days before the date that principal or interest payment is due, of any potential default in the payment of the principal of or interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 (the “State Payment Law”), to guarantee (to the extent provided therein) payment of the principal of and interest on the Bonds when due. The District further covenants to deposit with the Registrar not less than three business days prior to each interest and principal payment date for the Bonds an amount sufficient to make that payment or to notify the Commissioner of Education as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Registrar shall be required to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal of and interest on the Bonds at maturity or, if on the

date two business days prior to maturity, there are insufficient funds on deposit with the Registrar to pay the Bonds in full at maturity. The Registrar shall be required to cooperate with the District, the Commissioner of Education and the Commissioner of Management and Budget in implementing the provisions of the State Payment Law. In the event that amounts sufficient to make any such interest or principal payment are held by an escrow or paying agent and invested as authorized by Minnesota Statutes, Chapter 475 and such escrow or paying agent is required to use proceeds from such investment to pay to the Registrar the amount necessary to pay such interest or principal on such payment date, then the requirements of the State Payment Law relating to the deposit of such amounts with the Registrar prior to the payment date of such interest or principal shall be deemed satisfied and neither the District nor the Registrar shall be required to notify the Commissioner of Education that insufficient funds are available to pay such interest or principal on such payment date. The District shall do all other things which may be necessary to perform the obligations hereby undertaken under the State Payment Law, including any requirements hereafter adopted by the Commissioner of Education or the Commissioner of Management and Budget. The Chair, the School District Clerk, the Senior Financial Officer, or any authorized designee thereof, is hereby authorized to execute any applicable forms of the State of Minnesota.

Section 8. Continuing Disclosure

8.01. Definitions. The following capitalized terms shall have the following meanings for purposes of this section.

“*Annual Report*” means any annual report provided by the District pursuant to, and as described in, Section 8.03.

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

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

“*Financial Obligation*” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of either (i) or (ii). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“ *Holders*” means the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“*Listed Events*” means the events listed in Section 8.04.

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

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

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

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

8.03. Provision of Annual Reports.

- (i) Not later than 12 months after the end of each fiscal year of the District (the “Submission Deadline”) (the first report being due not later than 12 months after June 30, 2024), the District shall, either directly or indirectly through an agent designated by the District, file on EMMA an electronic copy of its Annual Report in a format and accompanied by such identifying information as prescribed by the MSRB. If the District’s fiscal year changes, it shall, either directly or indirectly through an agent designated by the District, give notice of such change in the same manner as for a Listed Event under Section 8.04, and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the new fiscal year. If the District is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the District shall, either directly or indirectly through an agent designated by the District, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.
- (ii) The Annual Report must contain or include by reference the following:
 - (1) The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota state law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the District’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by Minnesota state law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA promptly after they become available.
 - (2) To the extent not included in the financial statements provided as part of the Annual Report, tables, schedules or other information of the type contained

in the Official Statement for the Bonds under the following headings or captions, which information may be unaudited:

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

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

8.04 Reporting of Significant Events.

- (i) The District shall, either directly or indirectly through an agent designated by the District, give notice of the occurrence of any of the following events with respect to the Bonds, all pursuant to the provisions of this section:
 - (1) Principal and interest payment delinquencies.
 - (2) Non-payment related defaults, if material.
 - (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
 - (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
 - (5) Substitution of credit or liquidity providers, or their failure to perform.
 - (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
 - (7) Modifications to rights of security holders, if material.
 - (8) Bond calls, if material, and tender offers.
 - (9) Defeasances.

- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

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

- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
 - (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
 - (15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.
 - (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.
- (ii) If a Listed Event described in subparagraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) has occurred *and the District has determined that such Listed Event is material under applicable federal securities laws*, the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on

EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

- (iii) If a Listed Event described in subparagraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) above has occurred the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subparagraphs (8) and (9) need not be given under this section any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds.

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

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

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

- (i) (1) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (2) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (3) the amendment or waiver either (A) is approved by a majority of the Holders, or (B) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or
- (ii) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this section, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 8.04, and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

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

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

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS)
GENERAL OBLIGATION LONG-TERM FACILITIES MAINTENANCE BOND, SERIES 2024B

R- _____ \$ _____

<u>Interest Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	December 31, 2024	603790 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

Special School District No. 1 (Minneapolis), Minnesota (the “District”), a duly organized school district with boundaries coterminous with the City of Minneapolis, whose post office address is Minneapolis, Minnesota, acknowledges itself to be indebted, and for value received hereby, promises to pay to the registered owner specified above, or registered assigns, upon presentation and surrender at the principal corporate trust office of the Bond Registrar hereinafter identified, the principal amount specified above, on the maturity date specified above, with interest thereon from the date of original issue hereof or from the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate specified above, all subject to the provisions hereinafter stated with respect to the redemption of the principal of this Bond before maturity. Interest is payable on February 1 and August 1 of each year, commencing on August 1, 2025, by check or draft mailed by the Bond Registrar to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Both principal and interest are payable in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for payment of public and private debts. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith, credit, and taxing power of the District have been and are hereby irrevocably pledged. U.S. Bank Trust Company, National Association in St. Paul, Minnesota has been designated by the Resolution described herein as Bond Registrar, Transfer Agent and Paying Agent (the “Bond Registrar”), and a successor Bond Registrar, if any, may be designated in accordance with said Resolution.

This Bond is one of an issue in the aggregate principal amount of \$26,810,000 (the “Bonds”), all of like tenor except as to serial number, maturity date, interest rate and redemption privilege and all issued by the District for the acquisition and betterment of school facilities, and is issued pursuant to authority conferred by the required vote of the members of the Board of Education of the District and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475 and Section 123B.595, and pursuant to and in full conformity with resolutions of the Board of Education of the District, including a resolution adopted December 10, 2024 (the “Resolution”). This Bond is payable primarily from the Debt Service Fund (the “Debt Service Fund”) of the District, but the Board is required by law to pay maturing principal hereof and interest thereon out of any funds in the treasury if moneys on hand in the Debt Service Fund are insufficient therefor. The Bonds

of this issue are issuable only as fully registered bonds, in denominations of \$5,000 or any integral multiple thereof, of single maturities.

Bonds having stated maturity dates in the year 2035 and thereafter are each subject to redemption and prepayment in inverse order of maturities and by lot, assigned in proportion to their principal amount, within a maturity, at the option of the District, on any date on or after February 1, 2034, at a price equal to the principal amount thereof to be redeemed plus interest accrued to the date of redemption.

At least thirty days prior to the date set for the redemption and prepayment of any Bond, notice of the call for redemption will be published in a daily or weekly periodical, published in a Minnesota city of the first class or its metropolitan area, which circulates throughout the state and furnishes financial news as a part of its service (provided that published notice of the call need not be given if the Bonds are in registered form and notice has been mailed to the registered holder of the Bonds), and will be mailed or furnished to the Bond Registrar and mailed to the registered owner of each Bond to be redeemed at the address appearing in the Bond Register, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by his/her/its attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his/her/its attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the District will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner thereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

It is hereby certified, recited, covenanted and agreed that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to happen, to exist and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District according to its terms have been done, have happened, do exist, and have been performed in regular and due form, time and manner as so required; that, prior to the issuance hereof, a direct, annual, ad valorem tax has been duly levied upon all taxable property in the District for the years and in amounts not less than five percent (5%) in excess of sums sufficient to pay the interest hereon and the principal hereof as the same respectively become due; that additional taxes, if needed to meet the principal and interest requirements of the Bonds, shall be levied upon all of such property without limitation as to rate or amount; and that the issuance of the Bonds does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Special School District No. 1 (Minneapolis), Minnesota, by its Board of Education has caused this Bond to be executed by the facsimile signatures of the Chair of the Board of Education and the School District Clerk and has caused this Bond to be dated as of the date of original issue set forth above.

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS),
MINNESOTA

(Facsimile Signature)
Chair of the Board of Education

(Facsimile Signature)
School District Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: _____

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Bond Registrar

By _____
Authorized Signature

The following abbreviations, when used in the inscription of the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM --as tenants in common	UTMA as Custodian for
	(Cust) (Minor)
TEN ENT --as tenants by the entireties	under Uniform Transfers to Minors Act

	(State)
JT TEN --as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used, though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto the _____ within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

SIGNATURE GUARANTEE:

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

SCHEDULE

Minneapolis Special School District No. 1, Minnesota
 \$26,810,000 General Obligation Long-Term Facilities Maintenance Bonds, Series 2024B
 Tax Levy Schedule

Dated Date: 12/31/2024

Levy Year	Collection Year	Period Ending	Principal	Coupon	Interest	Debt Service	105% of DS
		8/1/2025	-		785,681.94		
2024	2025	2/1/2026	1,110,000.00	5.00%	670,250.00	2,565,931.94	2,694,228.54
		8/1/2026	-		642,500.00		
2025	2026	2/1/2027	1,285,000.00	5.00%	642,500.00	2,570,000.00	2,698,500.00
		8/1/2027	-		610,375.00		
2026	2027	2/1/2028	1,340,000.00	5.00%	610,375.00	2,560,750.00	2,688,787.50
		8/1/2028	-		576,875.00		
2027	2028	2/1/2029	1,345,000.00	5.00%	576,875.00	2,498,750.00	2,623,687.50
		8/1/2029	-		543,250.00		
2028	2029	2/1/2030	1,405,000.00	5.00%	543,250.00	2,491,500.00	2,616,075.00
		8/1/2030	-		508,125.00		
2029	2030	2/1/2031	1,480,000.00	5.00%	508,125.00	2,496,250.00	2,621,062.50
		8/1/2031	-		471,125.00		
2030	2031	2/1/2032	1,550,000.00	5.00%	471,125.00	2,492,250.00	2,616,862.50
		8/1/2032	-		432,375.00		
2031	2032	2/1/2033	1,630,000.00	5.00%	432,375.00	2,494,750.00	2,619,487.50
		8/1/2033	-		391,625.00		
2032	2033	2/1/2034	1,710,000.00	5.00%	391,625.00	2,493,250.00	2,617,912.50
		8/1/2034	-		348,875.00		
2033	2034	2/1/2035	1,795,000.00	5.00%	348,875.00	2,492,750.00	2,617,387.50
		8/1/2035	-		304,000.00		
2034	2035	2/1/2036	965,000.00	5.00%	304,000.00	1,573,000.00	1,651,650.00
		8/1/2036	-		279,875.00		
2035	2036	2/1/2037	1,015,000.00	5.00%	279,875.00	1,574,750.00	1,653,487.50
		8/1/2037	-		254,500.00		
2036	2037	2/1/2038	1,065,000.00	5.00%	254,500.00	1,574,000.00	1,652,700.00
		8/1/2038	-		227,875.00		
2037	2038	2/1/2039	1,120,000.00	5.00%	227,875.00	1,575,750.00	1,654,537.50
		8/1/2039	-		199,875.00		
2038	2039	2/1/2040	1,175,000.00	5.00%	199,875.00	1,574,750.00	1,653,487.50
		8/1/2040	-		170,500.00		
2039	2040	2/1/2041	1,235,000.00	5.00%	170,500.00	1,576,000.00	1,654,800.00
		8/1/2041	-		139,625.00		
2040	2041	2/1/2042	1,295,000.00	5.00%	139,625.00	1,574,250.00	1,652,962.50
		8/1/2042	-		107,250.00		
2041	2042	2/1/2043	1,360,000.00	5.00%	107,250.00	1,574,500.00	1,653,225.00
		8/1/2043	-		73,250.00		
2042	2043	2/1/2044	1,430,000.00	5.00%	73,250.00	1,576,500.00	1,655,325.00
		8/1/2044	-		37,500.00		
2043	2044	2/1/2045	1,500,000.00	5.00%	37,500.00	1,575,000.00	1,653,750.00
		Total	26,810,000.00		14,094,681.94	40,904,681.94	42,949,916.04

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



Resolution No. 2024-0051
December 10, 2024

Resolution Authorizing the Sale of Real Property

WHEREAS, Special School District No. 1 (Minneapolis Public Schools) is the owner (“Seller”) of properties located at 1042 18th Ave. SE Minneapolis, MN 55414 and 1000 19th Avenue SE, Minneapolis, Minnesota 55414 (former Tuttle school and nearby parcel) (“Property”); and

WHEREAS, on May 10, 2022, the School Board declared this Property as surplus in accordance with Policy 3270 and Regulation 3270A; and

WHEREAS, Mark Vannelli and Joel Hussong (“Purchaser”), have agreed to purchase the Property under the terms of a purchase agreement (labeled as 2024-0051A); and

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby approves the purchase agreement selling its Property located at 1042 18th Ave. SE Minneapolis, MN 55414 to the Purchaser for the sum of \$1,500,000.00, and other conditions as determined by the purchase agreement.

FURTHER BE IT RESOLVED, that the respective board officers and senior administrative staff are authorized to execute any and all documents necessary to complete the sale of the Property to the Purchaser, including but not limited to the deed.

ADOPTED this 10th day of December 2024.

Collin Beachy, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2024-0051)						
DIRECTOR	MOVE	SECOND	AYE	NAY	ABSTAIN	ABSENT
Abdi						
El-Amin						
Skjefte						
Cerrillo						
Norvell						
Jourdain						
Beachy						
Ellison						
Emerick						

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is made effective as of November 2024 (the “**Effective Date**”) and is by and between Special School District No. 1, Minneapolis Public Schools led by its Board of Education, a special school district created and existing under the laws of Minnesota (“**Seller**”), and Mark Vannelli and Joel Hussong or their permitted successors and assigns (“**Purchaser**”).

RECITALS:

A. Seller owns that certain parcel of land legally described in Exhibit A attached hereto and made a part hereof consisting of approximately 2.6 acres (the “**Land**”) on which a building and certain related improvements, fixtures and structures are located (collectively, the “**Improvements**”). The Land and Improvements and the other components of the “**Property**” described below are commonly known as 1042 18th Avenue Southeast, Minneapolis, Minnesota 55414 and 1000 19th Avenue Southeast, Minneapolis, Minnesota 55414.

B. Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property from Seller, subject to and in accordance with the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual undertakings hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PURCHASE AND SALE.

1.1 Purchase and Sale. Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, the Property strictly in accordance with and subject to the terms, conditions, and provisions hereinafter set forth.

1.2 Property. The Land and the Improvements, together with the items hereinafter set forth in this Section 1.2, are herein referred to collectively as the “**Property**.”

(a) All rights (whether or not of record), tenements, hereditaments, privileges, and appurtenances in any way belonging or appertaining to the Land or the Improvements, including, without limitation, all mineral rights and all development, air and water rights relating to the Land (collectively, the “**Appurtenant Rights**”);

(b) The “**Personal Property**” which, for purposes of this Agreement, shall mean Seller’s right, title and interest in all items of personal property located on and used by Seller, if any, in connection with the ownership, operation, use or maintenance of the Property, including, without limitation: all freestanding and affixed signage, the furnishings, equipment and accessories; and all heating, ventilating, incinerating, lighting, plumbing, electrical, and air-conditioning fixtures and equipment normally used in connection with the operation or maintenance of the Property; and all appliances, hot water heaters, furnaces, heating controls, motors, and boiler pressure systems and equipment located in or on the Land or the Improvements;

(c) All land, if any, lying in the bed of any street, road, or avenue, open or proposed, at the foot of, adjoining or below the Land to the center line of such street, road or avenue, and in and to any strips and gores adjoining the Land (collectively, the “**Adjacent Property Rights**”);

(d) All easements, reciprocal easement agreements and operating agreements, and all rights, whether or not of record, appurtenant to the Land and the use of all strips and rights-of-way (including public and private vehicular and pedestrian rights-of-way), if any, abutting, adjacent, contiguous to or adjoining the Land (collectively, the “**Easement Rights**”);

(e) All plans and specifications and all unexpired warranties, guarantees, and sureties, if any, owned, held or received in connection with the Property, if any (collectively, the “**Plans and Warranties**”);

(f) All licenses, permits, rights, certificates of occupancy, and franchises issued by any federal, state, county or municipal authority or any quasi-governmental authority or utility company relating to the use, maintenance or operation of the Property, if any (collectively, the “**Contracts**”); and

(g) To the extent assignable, all service and maintenance contracts, and equipment leases in connection with or used by Seller in the operation of the Property, subject, however, to Purchaser’s right to require termination of same as hereinafter set forth, if any.

2. **EARNEST MONEY.**

2.1 Earnest Money. Purchaser shall deliver Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the “**Earnest Money**”) to Commercial Partners Title (“**Title Company**”), no more than three (3) business days after the Effective Date. Title Company shall deposit the Earnest Money into a federally-insured interest bearing account. The Earnest Money shall be applicable to the Purchase Price at Closing and shall be held by Title Company for the mutual benefit of the parties hereto pursuant to the provisions of Title Company’s standard joint order escrow instructions modified, however, to provide that the Earnest Money shall be returned (i) to Purchaser upon Purchaser’s unilateral direction to Title Company in the event that Purchaser terminates this Agreement in accordance with Section 5 or 6.1 below or (ii) to Seller in the event Seller is entitled to the Earnest Money pursuant to Section 16.1 below. All net earnings and proceeds of every kind realized from the Earnest Money shall be for the account of and paid to the parties as provided herein.

3. **PURCHASE PRICE.** The purchase price (the “**Purchase Price**”) for the Property shall be One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00), payable as follows:

3.1 \$25,000.00 in Earnest Money, as detailed above;

3.2 \$1,475,000.00 provided that all conditions precedent to Purchaser's obligations set forth herein are satisfied and Seller has performed all of its obligations hereunder, the balance of the Purchase Price, plus or minus prorations, shall be paid to Seller by wire transfer at Closing (as hereinafter defined).

4. **TITLE AND DEED.** Seller shall deliver to Purchaser at Closing a limited warranty deed conveying title to the Land, Improvements, Appurtenant Rights, Adjacent Property Rights and Easement Rights to Purchaser in fee simple, free and clear of all liens, encumbrances and rights of others, except the Permitted Exceptions, as hereinafter defined (the "**Deed**").

5. **TITLE INSURANCE.** Promptly after the Effective Date, Purchaser shall request that Title Company deliver to Purchaser, at Seller's expense (i) a title commitment issued by Title Company covering the Property and showing title in fee simple to be vested in Seller, and (ii) true, correct and complete copies (or an online method of accessing the same) of all documents described therein (collectively, the "**Commitment**"). The Commitment shall be in an amount equal to the Purchase Price and name Purchaser or its assigns as the proposed insured.

At least ten (10) days prior to the expiration of the Due Diligence Period (as defined hereinafter), Purchaser shall notify Seller (the "**Objection Notice**") which of the liens, encumbrances and other matters described therein Purchaser agrees to accept (the "**Permitted Exceptions**") and which are unacceptable (other than Monetary Liens, the "**Unpermitted Matters**"), and the endorsements to the Title Policy that Purchaser will require ("**Endorsements**"). The decision to determine which, if any, of the issues named in the Objection Notice will be Unpermitted Matters will be at the sole discretion of the Purchaser. Notwithstanding anything herein to the contrary, Seller shall be obligated, on or prior to the Closing Date, to satisfy and cause the Title Company to delete from the Title Policy (defined below) all mortgages, security agreements, other financing instruments, judgments and monetary liens existing against the Property as of the Closing Date (collectively, the "**Monetary Liens**"). Seller shall then have until the date that is five (5) days after Seller's receipt of the Objection Notice to notify Purchaser in writing ("**Seller's Title Notice**") that Seller either will not remove or remedy any or all of such Unpermitted Matters or that it will remove such Unpermitted Matters or remedy same in a manner satisfactory to Purchaser in its sole and absolute discretion (it being agreed that with respect to monetary liens of an ascertainable amount, Seller's satisfaction of such liens at Closing shall be satisfactory to Purchaser). If Seller is unable or unwilling to remove any such Unpermitted Matters or remedy same in a manner satisfactory to Purchaser or to provide the Endorsements requested by Purchaser, in Purchaser's sole and absolute discretion (except as set forth herein), and within the time period described above, Purchaser shall have the options of (A) proceeding with this Agreement, in which event any Unpermitted Matters which Seller has not agreed to cure shall be deemed Permitted Exceptions or (B) terminating this Agreement, in which event the Earnest Money, and all interest earned thereon, shall be returned to Purchaser and neither party shall have any further obligations or liabilities hereunder except for Purchaser's obligations under Section 6.3.

At the Closing, and as a further condition to Purchaser's obligations hereunder, Purchaser shall at Closing receive an owner's title policy (the "**Title Policy**") issued in accordance with the

provisions of the Commitment as specified above (except the Title Policy shall name Purchaser or its assigns as the owner of the Property), dated as of the time of recording of the Deed, containing no exceptions for Monetary Liens and subject only to the Permitted Exceptions and including the Endorsements, provided that the premium for the Title Policy and all Endorsements shall be paid by Purchaser.

6. PURCHASER'S CONTINGENCIES.

- 6.1 Due Diligence Investigation. Purchaser shall have until the date that is one hundred and twenty (120) days after the Effective Date (the “**Due Diligence Period**”) to determine whether Purchaser, in its sole and absolute discretion, is satisfied with the Property based on the tests, inspections, studies, investigations, including without limitation oil tanks, environmental issues, roof inspections, and feasibility of residential re-use of the Property. Purchaser shall have the right to extend the Due Diligence Period and its right to terminate this Agreement for one (1) additional period of ninety (90) days by giving written notice to the Seller on or before the expiration of the Due Diligence Period, and upon such notice Ten Thousand Dollars (\$10,000.00) of the Earnest Money shall be non-refundable to Purchaser. In the event that Purchaser determines on or before the expiration of the Due Diligence Period (as the same may be extended) that Purchaser is not, for any reason whatsoever, satisfied with the Property and the results of its investigations, then Purchaser may terminate this Agreement by giving written notice to Seller of such termination. Upon the termination of this Agreement pursuant to this Section 6.1, the Earnest Money (except any portion that has become non-refundable as provided above), and all interest earned thereon, shall be returned to Purchaser and neither party shall have any further obligations or liabilities hereunder.
- 6.2 Seller shall, at no additional expense to Seller, cooperate with Purchaser's due diligence investigation by providing access to the Property and providing previous reports related to the Property to be released to Purchaser. Seller will cooperate with Purchaser to obtain funding assistance for testing.
- 6.3 If, as a result of the Purchaser's Due Diligence investigations, it is determined that the Property has recognized environmental conditions which need to be addressed to facilitate Purchaser's intended use of the Property, the parties may amend this Agreement within thirty (30) days to address such conditions. Any such amendment shall be at each party's sole and absolute discretion.
- 6.4 AS-IS Sale. Purchaser warrants and acknowledges to and agrees with Seller that Purchaser is purchasing the Property in its “As-Is, Where-Is” condition with “all faults” as of the Closing Date and specifically and expressly disclaims any warranties, representations or guarantees, either express or implied, as to its condition, fitness for any particular purpose, merchantability, or any other warranty of any kind, nature, or type whatsoever from or on behalf of Seller.

6.5 Due Diligence Indemnity. Purchaser shall promptly repair any physical damage to the Property caused by the testing and inspections conducted by Purchaser pursuant to Section 6.1 (collectively, the “**Tests**”) and shall promptly remove or bond or insure over any mechanics' liens arising from the work performed to complete the Tests. Purchaser shall indemnify, defend and hold Seller harmless from and against any loss, cost or damage (including reasonable attorneys' fees, but excluding incidental or consequential damages) resulting from Purchaser's due diligence activities (excluding only any discovery or disclosure of pre-existing conditions at the Property).

7. CLOSING.

7.1 Closing Date. Subject to the provisions of Sections 5 and 6 of this Agreement and any other applicable provisions hereof, the sale of the Property to Purchaser and the other transactions described herein shall be consummated (the “**Closing**”) on a date not later than thirty (30) days after the later of i) the expiration of the Due Diligence Period, or zoning approval for residential use (the “**Closing Date**”). The Closing shall take place at the office of Title Company through a deed and money escrow arrangement with Title Company to facilitate delivery to Purchaser of the Title Policy and possession of the Property on the Closing Date.

7.2 Closing Documents.

(a) In addition to the Title Policy, Seller shall deliver to Purchaser at Closing the following, all in form and substance reasonably acceptable to Purchaser:

(i) The Deed, in the form of a standard Minnesota limited warranty deed, conveying to Purchaser fee simple title to the Land and Improvements, together with all Appurtenant Rights, Adjacent Property Rights and Easement Rights;

(ii) A bill of sale conveying all of Seller's right, title and interest in the Personal Property to Purchaser free and clear of all liens, security interests and adverse claims, warranting Seller's authority to execute and deliver the same and that Seller has not previously pledged or transferred the Personal Property;

(iii) An assignment to Purchaser of all Purchaser's right, title and interest in the Plans and Warranties, and the Contracts to Purchaser free and clear of all liens, security interests and adverse claims, warranting Seller's authority to execute and deliver the same and that Seller has not previously pledged or transferred the same;

(iv) Such other documents and instruments as are required to transfer Seller's interest in the Property to Purchaser as agreed in writing between Seller and Purchaser on or before the expiration of the Due Diligence Period; including, but not limited to, if assignable and requested by Purchaser, an assignment of all service contracts and other agreements, warranties, licenses and permits benefiting the Property. At Purchaser's request, Seller shall cause to be terminated prior to Closing any and all service contracts or other terminable

agreements affecting the Property;

(v) A payoff letter from the holder of each Monetary Lien of record against the Property sufficient for the Title Company to issue an owner's policy of title insurance in favor of Purchaser without exception for the same, together with an authorization (in the settlement statement) by Seller to the Title Company to pay the same from the closing proceeds;

(vi) A title affidavit and gap undertaking in the forms required by the Title Company;

(vii) A FIRPTA Statement from Seller certifying that Seller is not a "foreign person," "foreign estate," "foreign corporation" or "foreign partnership" or any other foreign entity as such terms are defined in Section 1445 of the Internal Revenue Code and the income tax regulations promulgated thereunder;

(viii) A certificate executed by Seller confirming that the representations and warranties made by Seller in this Agreement remain true and correct as of the Closing Date;

(ix) Evidence of the authority of the individual executing documents on Seller's behalf as required by the Title Company; and

(x) All keys, combinations and other similar items in Seller's possession, required to properly deliver possession and control of the Property to Purchaser.

Seller agrees to reasonably cooperate with the Title Company in connection with Closing.

(b) Purchaser shall deliver to Seller at Closing the Purchase Price, plus or minus prorations, together with such documents reasonably required by the Title Company to issue the Title Policy and close the purchase by Purchaser of the Property.

(c) Seller and Purchaser shall execute such closing statements consistent with the terms hereof and as required by the Title Company. At Closing, the Earnest Money and the interest earned thereon shall be credited toward the Purchase Price.

8. PRORATIONS.

8.1 Closing Costs and Prorations. The following costs and expenses will be paid as follows in connection with the Closing:

- (a) Seller will pay the following costs in connection with the Closing:
- (i) The cost of preparation of the Deed and other documents of conveyance.
 - (ii) State deed tax upon delivery of the Deed to Purchaser.
 - (iii) Seller's attorneys' fees.

- (iv) Seller's brokerage fees.
- (v) The cost of obtaining and recording the release of any mortgage or lien or any other document necessary and make title marketable.
- (vi) The costs of obtaining the Commitment.
- (vii) One-half of the Closing fee charged by the Title Company.
- (viii) All pending and levied special assessments against the Property.
- (ix) Such other costs allocated to Seller under this Agreement.

Closing: (b) Purchaser will pay the following costs in connection with the

- (i) Any filing fee to record the Deed.
- (ii) The mortgage registration tax and filing fee to record any mortgage for financing obtained by Purchaser.
- (iii) Purchaser's attorneys' fees.
- (iv) Purchaser's brokerage fees, if any.
- (v) One-half of the Closing fee charged by the Title Company.
- (vi) The premium for any title insurance policy obtained by Purchaser, and the cost of any endorsements requested by Purchaser.

(c) Except as otherwise specifically set forth herein, all operating income and expenses shall be prorated between Seller and Purchaser as of the Closing Date.

(d) Notwithstanding anything to the contrary contained in this Agreement, Seller shall have no right to (i) contest any taxes, assessments, or reassessments of the Property (or any portion thereof) that relate to any period of time prior to, through, and including the Closing Date; (ii) attempt to obtain a refund for any taxes or assessments previously paid by Seller; and (iii) meet with governmental officials in connection with (i) or (ii) immediately above.

8.2 Miscellaneous. All other items which are customarily prorated in transactions similar to the transaction contemplated hereunder and which are not otherwise addressed in this Agreement, will be prorated as of the Closing Date.

9. **POSSESSION.** Exclusive possession of the Property shall be given by Seller to Purchaser at the time of Closing.

10. **REAL ESTATE COMMISSIONS; BROKERS.** Seller is represented by Commercial Equities Group and Seller shall be responsible for any commissions claimed or owed to said broker. Purchaser is not represented by any broker in this transaction. The parties shall indemnify each other for any claims, demands, causes of action and costs and reasonable attorneys' fees arising from any broker or agent, other than the above-referenced broker, claiming a commission or fee with respect to this transaction. Seller has been advised that Mark Vannelli is a licensed real estate agent / broker in the state of Minnesota and may assign this Agreement to

other licensed agents / brokers who may be purchasing the Property for their own portfolio.

11. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to Purchaser that:

(a) Seller has full power and authority to enter into this Agreement, bind Seller and the Property to the commitments made hereunder, and convey or cause the conveyance of the Property to Purchaser, and Seller is not a foreign person, foreign partnership, foreign trust or foreign estate as those terms are defined in Section 1445 of the Internal Revenue Code.

(b) The execution, delivery and performance by Seller of this Agreement shall not constitute or cause a default or breach of any agreement or undertaking of Seller concerning the Property, and there have been no bankruptcy or dissolution proceedings involving Seller during the time Seller has had any interest in the Property, there are no unsatisfied judgments or state or federal tax liens of record against Seller, and there have been no labor or materials furnished to the Property within the 120 days preceding the Effective Date.

(c) No person or entity, except Purchaser hereunder, has been granted any options, rights of first refusal or other purchase rights with respect to the Property, and there are no unrecorded mortgages, contracts, easements or other agreements relating to the Property.

(d) Seller has good and marketable fee simple title to the Property and all labor and materials furnished to the Property will be paid for in full, and all liens, security interests, encumbrances and other restrictions not authorized by Purchaser will be released at or prior to Closing.

(e) There are no parties in possession of the Property other than Seller and there are no leases or other occupancy agreements relating to the Property currently in effect.

(f) Neither Seller, nor any of its affiliated entities, is in violation of any laws relating to terrorism or money laundering ("**Anti-Terrorism Laws**"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "**Executive Order**"), and the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law No. 107-56. Neither Seller nor, to the knowledge of Seller, any of its affiliated entities, or their respective brokers or agents acting or benefiting in any capacity in connection with the purchase of the Property, is any of the following: (i) a person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person or entity with which Seller is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Laws; (iv) a person or entity that commits, threatens, or conspires to commit or supports "terrorism" as defined in the Executive Order; or (v) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list. Neither Seller nor, to the knowledge of Seller, any of its brokers or other agents acting in any capacity in connection with the purchase of the

Property: (x) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person as described above; (y) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order; or (z) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any of the Anti-Terrorism Laws.

12. **PURCHASER'S REPRESENTATIONS AND WARRANTIES.** Purchaser represents and warrants to Seller that:

(a) Purchaser has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) The execution of this Agreement by Purchaser is the duly authorized and legally binding action of Purchaser, and upon execution hereof, Purchaser shall be bound by and subject to the terms and provisions of this Agreement.

(c) Neither Purchaser, nor any of its affiliated entities, is in violation of any laws relating to terrorism or money laundering ("**Anti-Terrorism Laws**"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "**Executive Order**"), and the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law No. 107-56. Neither Purchaser nor, to the knowledge of Purchaser, any of its affiliated entities, or their respective brokers or agents acting or benefiting in any capacity in connection with the purchase of the Property, is any of the following: (i) a person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person or entity with which Purchaser is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Laws; (iv) a person or entity that commits, threatens, or conspires to commit or supports "terrorism" as defined in the Executive Order; or (v) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list. Neither Purchaser nor, to the knowledge of Purchaser, any of its brokers or other agents acting in any capacity in connection with the purchase of the Property: (x) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person as described above; (y) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order; or (z) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any of the Anti-Terrorism Laws.

13. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** The representations and warranties of the parties contained in this Agreement or in any document executed in connection herewith, including, without limitation, the provisions of Sections 11 and 12 hereof, shall be continuing representations and warranties, shall be deemed to be remade at Closing, shall not merge with or into the Deed or any other document or instrument delivered at

or in connection with the Closing and shall survive the Closing for a period of six (6) months.

14. **OPERATION OF PROPERTY PRIOR TO CLOSING.** Seller covenants and agrees with Purchaser that after the Effective Date through the Closing, Seller shall conduct its business involving the Property as follows, and during such period shall:

(a) Refrain from transferring any part of the Property or creating on the Property any easements, liens, mortgages, encumbrances, or other interests or permitting any changes to the zoning classification of the Land or entering into any leases or other occupancy agreements;

(b) Continue to meet its contractual obligations and keep in full force and effect the existing fire and extended coverage and liability insurance for the Property; and

(c) Promptly furnish Purchaser copies of all notices of violation by Seller or the Property of federal, state or municipal laws, ordinances, regulations, orders, or requirements of any authorities having jurisdiction affecting the Property or the use or operation thereof, promptly comply with the requirements of all such notices to the satisfaction of such authorities and provide evidence of such compliance to Purchaser;

15. **CASUALTY OR CONDEMNATION.**

(a) In the event, prior to the Closing, of a condemnation or other taking of the Property, or any part of the Property, or any rights of access or other rights benefiting the Property as a result of the exercise of the power of eminent domain, or in the event that any type of proceeding for such a condemnation or taking is commenced prior to the Closing by any governmental body, then Seller shall promptly notify Purchaser in writing and Purchaser shall have the option to either: (i) terminate this Agreement, in which event the Earnest Money, and all interest earned thereon, shall be returned to Purchaser and neither party shall have any further obligations or liabilities hereunder; or (ii) proceed with the Closing, in which event (A) if the taking is consummated prior to the Closing, the Purchase Price shall be reduced by the amount of the award received by Seller as a result of the taking or (B) if the taking is not consummated prior to the Closing, Seller shall assign to Purchaser all right, title and interest in and to the condemnation proceeds and awards, and Purchaser shall have the sole and exclusive right to negotiate, contest and settle all such eminent domain proceedings. Purchaser shall exercise its option under clause (i) or (ii) of this Section 15(a) by providing Seller with a written notice of its decision within five (5) business days after Purchaser receives from Seller written notice of the proposed condemnation or taking, together with such additional information concerning the proposed condemnation or taking as Purchaser may reasonably request, and the Closing Date shall be extended, if necessary, to permit Purchaser to make such election within such time period. Seller shall not settle or resolve any condemnation or other taking of the Property or any part thereof without the prior written consent of Purchaser, which will not be unreasonably withheld, conditioned or delayed.

(b) In the event of damage to the Property by casualty occurring prior to the Closing, Seller shall promptly notify Purchaser in writing, and if the cost to repair the damage

exceeds \$50,000 (as determined by an independent insurance adjuster selected by Purchaser and approved by Seller), Purchaser shall have the option to either (i) terminate this Agreement by providing Seller with a written notice of its decision within five (5) business days after Purchaser receives from Seller written notice of the damage, in which event the Earnest Money, and all interest earned thereon, shall be returned to Purchaser and neither party shall have any further obligations or liabilities hereunder (except for the obligations of Purchaser pursuant to Section 6.3 above); or (ii) proceed with the Closing. If Purchaser is not entitled to terminate or elects not to terminate this Agreement pursuant to clause (i) above, then Seller shall pay over and assign to Purchaser all insurance proceeds payable as a result of the damage to the Property (including, without limitation, all casualty insurance proceeds, and all rent loss and business interruption insurance proceeds applicable to the period on or after the Closing Date), shall cooperate with Purchaser in processing the claim post-Closing, and, in addition thereto, shall pay to Purchaser at Closing an amount equal to all deductibles and other uninsured costs with respect to such damage. Seller shall not adjust, settle or resolve any claims arising out of a casualty loss at the Property without the prior written consent of Purchaser, which will not be unreasonably withheld, conditioned or delayed.

16. DEFAULT/REMEDY.

16.1 Seller Default. In the event of a default by Seller prior to Closing in the performance or observance of any of Seller's duties or obligations herein contained; and upon the failure of Seller to cure such default within ten (10) days following written notice thereof from Purchaser, Purchaser, at its option and as its sole remedies, may either: (a) terminate this Agreement in which event the Earnest Money and all interest earned thereon shall be returned to Purchaser; or (b) specifically enforce this Agreement, by legal action provided that such action is commenced not later than sixty (60) days following the claimed Seller default.

16.2 Purchaser Default. In the event of a default by Purchaser of which Seller is aware prior to Closing in the performance or observance of any of Purchaser's duties or obligations herein contained, Seller may as its sole and exclusive remedy terminate this Agreement by service of a notice of default in accordance with Minnesota Statutes Section 559.21, and upon failure of Purchaser to cure said default in accordance with said statute, this Agreement shall be terminated and the Earnest Money and all interest earned thereon shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy against Purchaser.

16.3 Costs. All reasonable attorneys' fees and court costs incurred by a non-defaulting party to enforce this Agreement against a defaulting party shall be paid by the defaulting party.

17. MISCELLANEOUS.

17.1 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given (a) on the same date as the date on which such notice is delivered personally, (b) on the date that is three (3) business days after the date on which such notice is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or (c) on the date that is one (1) business day after the date on which such notice is sent by overnight courier services (such as Federal Express or any

other similar courier service), and, in each case, addressed as follows:

If to Seller: Minneapolis Public Schools
1250 West Broadway Ave
Minneapolis, MN 55411
Attn: Curtis Hartog, Executive Director

If to Purchaser: Rex Development Company
2401 West 52nd Street
Minneapolis, MN 55410
Attn: Mark Vannelli, Principal

or to such other address as either party may from time to time specify in a written notice to the other in accordance with the terms hereof.

17.2 Survival. The provisions of this Agreement shall not be merged into the Deed or any other document, and shall survive Closing.

17.3 Assignment. Purchaser may assign this Agreement upon written notice to Seller, upon which assignment and assumption of the obligations of Purchaser hereunder by the assignee, Purchaser shall be released and discharged from all of its duties, obligations and liabilities hereunder. Seller may assign this Agreement only together with a conveyance of Seller's interest in the Property.

17.4 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective grantees, successors and assigns.

17.5 Amendments. This Agreement may be amended or modified only by a written instrument duly authorized and executed by the party or parties intended to be bound thereby.

17.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

17.7 Section Headings. The section headings inserted in this Agreement are for convenience only and are not intended and shall not be construed to limit, enlarge or otherwise affect the scope or intent of this Agreement or the meaning of any provision hereof.

17.8 Counterparts and Electronic Signature. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute but one and the same instrument. The signatures procured through a reputable electronic signature provider, including but not limited to DocuSign, ReadySign, or Adobe Sign, shall be given equal effect and validity as written signatures in accordance with the Electronic Signatures in Global and National Commerce Act (ESIGN Act) and pertinent state analogs such as the Uniform Electronic Transactions Acts.

17.9 Merger of Prior Agreements. This Agreement supersedes all prior agreements and understandings, written and oral, between the parties hereto relating to the subject matter hereof, including, without limitation, any so-called letters of intent executed by one or both of the parties.

17.10 Time of Essence. Time is of the essence of this Agreement.

17.11 Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the other provisions hereof so that this Agreement is valid and enforceable to the fullest extent permitted by law.

17.12 Independent Counsel; Interpretation. Purchaser and Seller each acknowledge that: (a) they have been represented by independent counsel in connection with this Agreement; (b) they have executed this Agreement with the advice of such counsel; and (c) this Agreement is the result of arms length negotiations between the parties hereto and the advice and assistance of their respective counsel. Notwithstanding any rule of law to the contrary: (i) the fact that this Agreement was prepared by Purchaser's counsel as a matter of convenience shall have no import or significance, and any uncertainty or ambiguity in this Agreement shall not be construed against Purchaser because Purchaser's counsel prepared this Agreement; and (ii) no deletions from prior drafts of this Agreement shall be construed to create the opposite intent of the deleted provisions.

17.13 Tax-Deferred Exchange. Each party hereby represents, and the other party acknowledges, that Purchaser and/or Seller may desire to structure the transaction evidenced hereby as part of an exchange of properties of like-kind within the contemplation of Section 1031 of the Internal Revenue Code. The parties hereby agree to cooperate with each other in structuring such a like-kind exchange provided that; (i) such cooperation shall be without cost or expenses to the party who is not part of such exchange; (ii) the parties shall structure the transaction as an exchange agreement involving a "Qualified Intermediary" as defined in the regulations issued under Section 1031 of the Internal Revenue Code; (iii) each party shall receive notice of the proposed structure of the transaction and the identity and organizational form of the Qualified Intermediary and a copy of any exchange agreement or other agreements pertinent to the transaction at least fifteen (15) days prior to the Closing Date; (iv) the structure of the transaction (A) shall not require Seller to hold title (as a conduit or otherwise) to any property other than the Property, and (B) shall be designated so that the Purchase Price hereunder is paid to Seller or Seller's designee on the Closing Date; and (v) nothing herein shall obligate a party to take any action which that party believes, in its sole discretion, adversely affects the other party's tax position; does not have a reasonable basis in the law; will place the other party in the position of possessing any legal, equitable or beneficial ownership in any real property involved in the exchange other than the Property; or requires actions on the part of the other party which cannot reasonably be accomplished by such other party within the time frame necessary for the transaction to qualify as a like-kind exchange. Each party makes no representations or warranties that the other party's proposed transaction will qualify as a like-kind exchange under Internal Revenue Code Section 1031 and applicable regulations thereunder.

17.14 Non-Merger. The agreements, covenants, conditions, representations and warranties of the parties in this Agreement shall not merge with any conveyance of the Property to Purchaser and shall survive closing.

17.15 Computation of Time. In computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or any other date that the United States Postal Service does not make regular delivery of first-class mail, in which event the period shall be postponed to the next business day thereafter. The final day of any such period shall be deemed to end at 5:00 o'clock p.m. (Central Time). Any and all references in this Agreement to time periods which are specified by reference to a certain number of days refer to calendar days, unless "business days" is otherwise expressly provided. For purposes of this Agreement, a "business day" is any day other than a Saturday, Sunday or any other date that the United States Postal Service does make regular delivery of first-class mail.

17.16 Assignment. Purchaser may assign this Agreement without Seller's consent but with written notice delivered to Seller and Title Company not less than five (5) days prior to the Closing Date.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

Seller:

Minneapolis Public Schools
SP School District No. 1

By:
Its: Board Chair

By:
Its: Board Clerk

Purchaser:

Mark Vannelli
Mark Vannelli (Nov 25, 2024 18:44 CST)

By: Mark Vannelli
Its: Chief Mgr

Joel Hussong
Joel hussong (Nov 25, 2024 16:45 CST)

By: Joel Hussong
Its: Owner

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY
(TO BE CONFIRMED BY TITLE)

Parcel 1:

Lots 1 through 10 inclusive, and Lots 21 through 30 inclusive, Ways Addition to Minneapolis, Hennepin County, Minnesota.

PID: 19-029-23-22-0083

Street Address: 1042 18th Avenue Southeast, Minneapolis, MN 55414

And

Parcel 2:

Lot 16, Block 3, "ELWELL AND HIGGINS' ADDITION TO MINNEAPOLIS, HENNEPIN COUNTY, MINN"

PID: 19-029-23-22-0024

Street Address: 1000 19th Avenue Southeast, Minneapolis, MN 55414

Redline PA Tuttle 11.25.24

Final Audit Report

2024-11-26

Created:	2024-11-25
By:	Jeff Salzbrun (jeff@cegspaces.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyc0hVy_XLN0pnzTsnADIsTxXhvn-NQHf

"Redline PA Tuttle 11.25.24" History

-  Document created by Jeff Salzbrun (jeff@cegspaces.com)
2024-11-25 - 9:45:12 PM GMT- IP address: 50.116.165.102
-  Document emailed to urbancanopiesllc@gmail.com for signature
2024-11-25 - 9:46:01 PM GMT
-  Email viewed by urbancanopiesllc@gmail.com
2024-11-25 - 9:55:39 PM GMT- IP address: 107.77.206.209
-  Signer urbancanopiesllc@gmail.com entered name at signing as Joel hussong
2024-11-25 - 10:45:39 PM GMT- IP address: 107.77.206.209
-  Document e-signed by Joel hussong (urbancanopiesllc@gmail.com)
Signature Date: 2024-11-25 - 10:45:41 PM GMT - Time Source: server- IP address: 107.77.206.209
-  Document emailed to mark@mwvconsult.com for signature
2024-11-25 - 10:45:42 PM GMT
-  Email viewed by mark@mwvconsult.com
2024-11-26 - 0:43:18 AM GMT- IP address: 66.41.108.48
-  Signer mark@mwvconsult.com entered name at signing as Mark Vannelli
2024-11-26 - 0:44:26 AM GMT- IP address: 66.41.108.48
-  Document e-signed by Mark Vannelli (mark@mwvconsult.com)
Signature Date: 2024-11-26 - 0:44:28 AM GMT - Time Source: server- IP address: 66.41.108.48
-  Agreement completed.
2024-11-26 - 0:44:28 AM GMT



SECIA

(see-key-ah)

PO Box 18460
Minneapolis, MN 55418

www.secomo.org
secomo@secomo.org
612-685-0371



The Southeast Como Improvement Association works to maintain and enhance the physical, social, and economic environment of our neighborhood. Through programs that serve our community's present and future needs, through communication, stewardship, and citizen involvement, we strive to foster a sense of community and to promote the neighborhood as a vibrant place to live.

Our programs and activities are open to ALL and do not discriminate on the basis of race, color, national or ethnic origin or immigration status, age, religion, disability or handicap, sex, gender identity and/or expression sexual orientation, military or veteran status, or genetic information.

*Para asistencia
secomo@secomo.org,
Yog xav tau kev pab
secomo@secomo.org,
Hadii aad Caawimaad u
baahantahay
secomo@secomo.org*

June 13, 2023

VIA EMAIL AND U.S. MAIL

TO: Heather Nelson, Operations Project Manager
Minneapolis Public Schools
FROM: SECIA Board of Directors
RE: Preliminary Support for Tuttle Developer

This letter is in regards to the request of Joel Hussong and his associates to be supported by the SE Como community in their bid to continue to be a potential developer for the Tuttle property in Southeast Minneapolis,

The development team consists of:

- Joel Hussong, Principal
- Mark Vannelli, Principal
- Kass Wilson, Architect
- Calvin Hayes, Director of Construction

We have studied the information provided. Taking into account Joel Hussong's continuing and past involvement with the neighborhood and his pulling together of a highly regarded team, we believe they are a team that will consider the interests of the community as they further develop their plans. We, both the South East Como Improvement Association's Future of Tuttle Ad Hoc Committee and the SECIA Board of Directors do endorse this team as a potential developer for Tuttle School and expect to work with them over the next months as they further develop their plans for the building and property.

Kathy Knudson
Kathy Knudson

Katie Fournier
Katie Fournier

SECIA Future of Tuttle Ad Hoc Committee Co-Chairs

DeWayne Townsend

DeWayne Townsend
SECIA Board of Directors Chair