

Regular Business Meeting

Tuesday, October 14, 2025 5:30 PM

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

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

2) **Adoption of the Agenda**

3) **Recognitions**

4) **Recess**

5) **Public Comments**

6) **Recess**

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

7)a. Presentations and Updates

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

8)a. Approval of the Consent Agenda

8)a.1. Acceptance of Minutes

8)a.1.a. Sept. 9, 2025 Regular Business Meeting

8)a.2. Human Resources Transactions

8)a.2.a. Approval of List A personnel matters
(2025-10-ER-A)

8)a.2.b. Approval of List B personnel matters
(2025-10-ER-B)

8)a.3. Acceptance of Gifts and Donations

8)a.4. Contracts

8)a.4.a. Amendment to contract (2025-4400003049)
with Bloomington Electric Company

8)a.4.b. Amendment to contract (2025-4400003081)
with Indrotec.

8)a.4.c. Amendment to contract (2025-4400003239)
with Indrotec

8)a.4.d. Contract with Archer Mechanical (2025-
4400003350)

8)a.4.e. Contract with Augsburg University,
Minnesota Urban Debate League (440000TBD)

8)a.4.f. Contract with Everway LLC (2025-
4400003361)

8)a.4.g. Contract with Johnson Litho Printing
(2025-4400003377)

8)a.4.h. Contract with Mulcahy (2025-440000TBD)

8)a.4.i. Contract with T-Mobile (2025-4400000TBD)

8)a.5. Agreements

8)a.5.a. Green Central Community Ed MOU (2025-0046)

8)a.5.b. MURA Robotics at Lincoln Lease (2025-0047)

8)a.6. Authorizations

8)a.6.a. Authorizing cooperative athletic team actions and filings with Minnesota State High School League (MSHSL) (2025-0049)

8)b. Resolution Revising Policy 5741: Special Education Placement (SEPP) (2025-0044)

8)c. Resolution regarding a definition and next steps for the transformation process (2025-0045)

9) **New Business**

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

10)a. Notice of Comprehensive Achievement and Civic Readiness (CACR) Advisory Committee Appointments

11) **Adjournment**



Superintendent's Report

Regular Business Meeting

October 14, 2025

Superintendent's Update

Superintendent Dr. Lisa Sayles-Adams

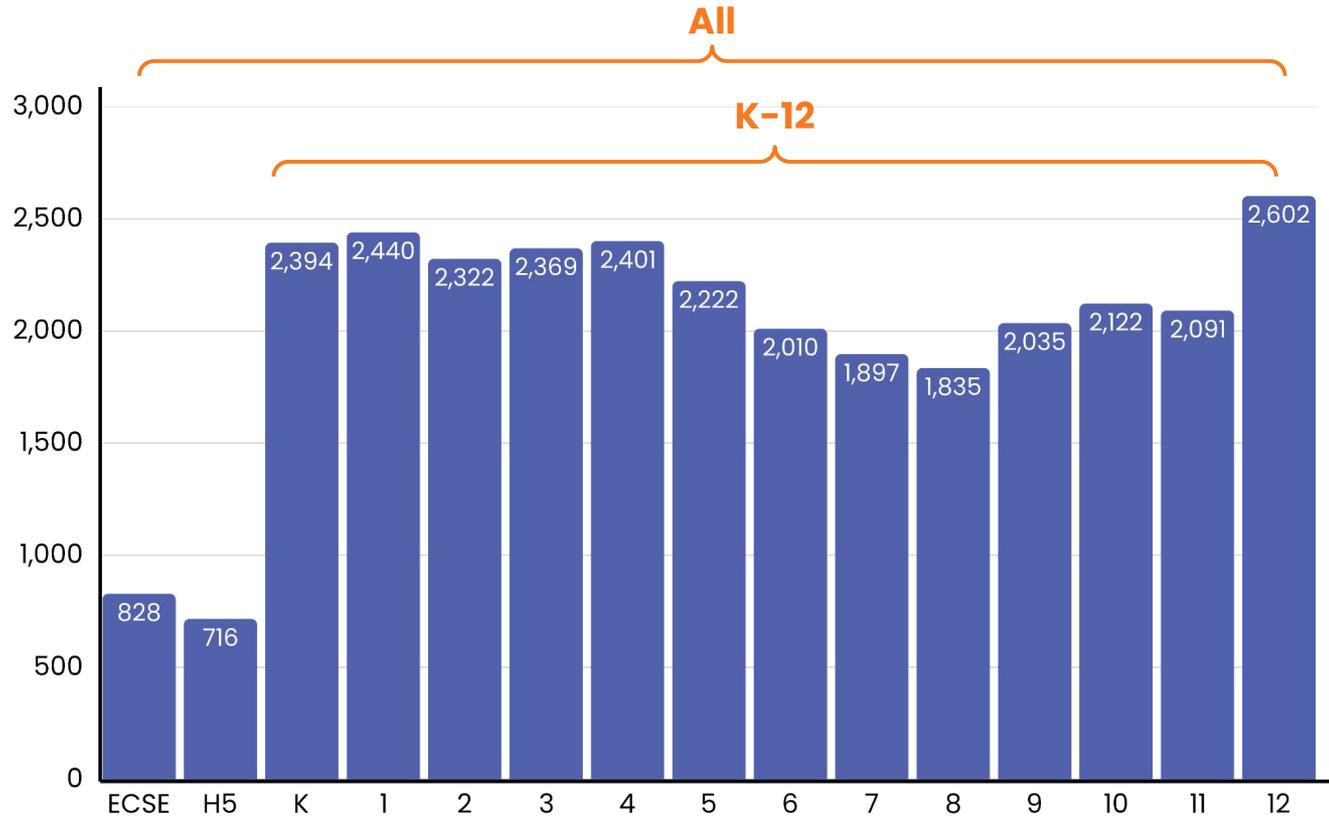
Enrollment Update

Deputy Superintendent Ty Thompson

Overview and Data Notes

- Initial data shows another year of continued enrollment growth
- October 1 counts are an unduplicated snapshot of student enrollments
- October 1 counts will continue to change throughout the year as records are updated
- Applications for Educational Benefits can be submitted all year
 - Applications received by December 15 will be included in October 1 counts and will determine future funding amounts and school Title I eligibility
- Data presented is K-12, unless otherwise noted

2025–2026 School Year October 1 Enrollment



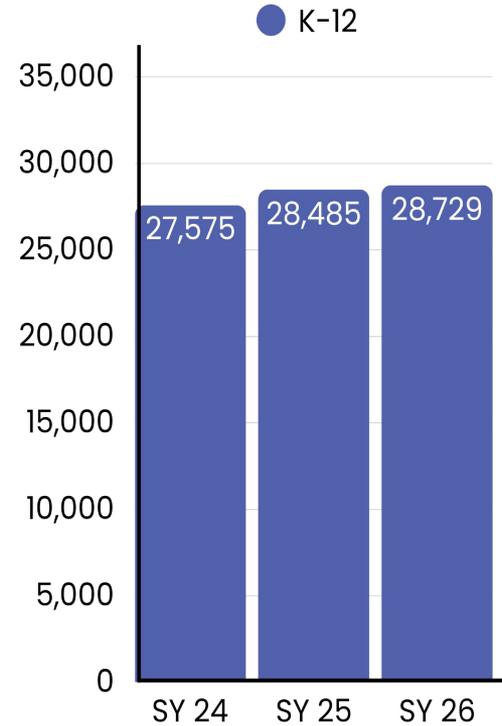
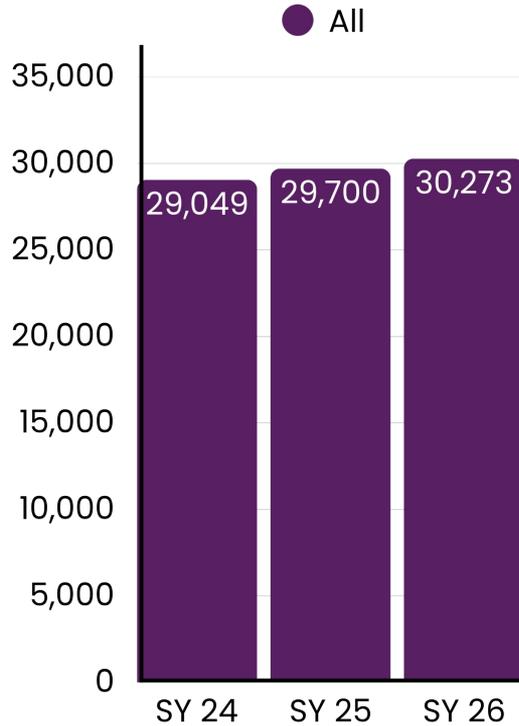
**SY 26
Enrollments**

K-12: 28,740

All: 30,284

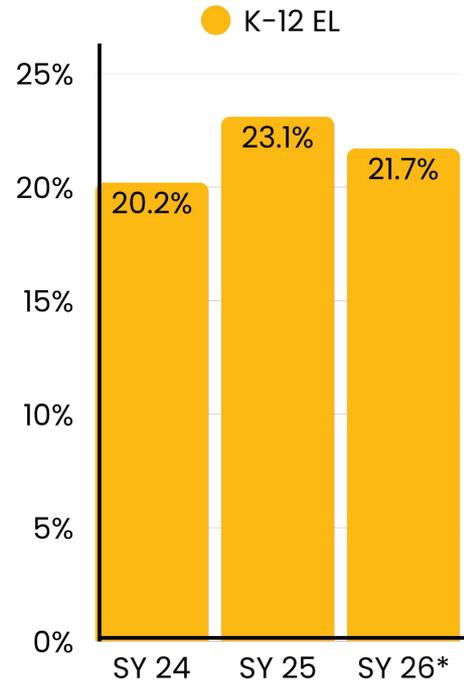
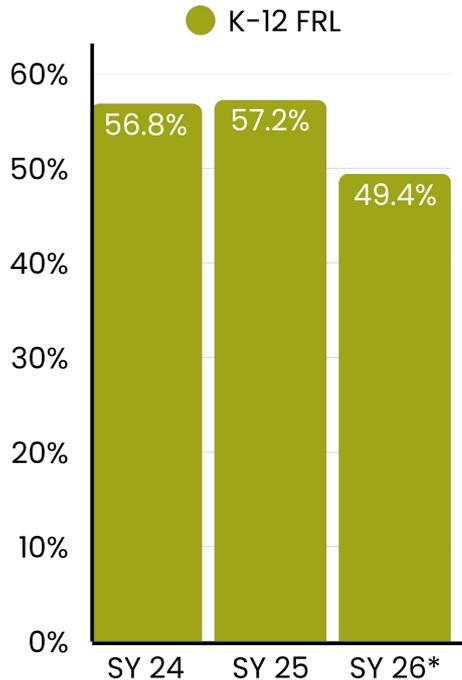
3-Year Enrollment History

All includes
ECSE and H5

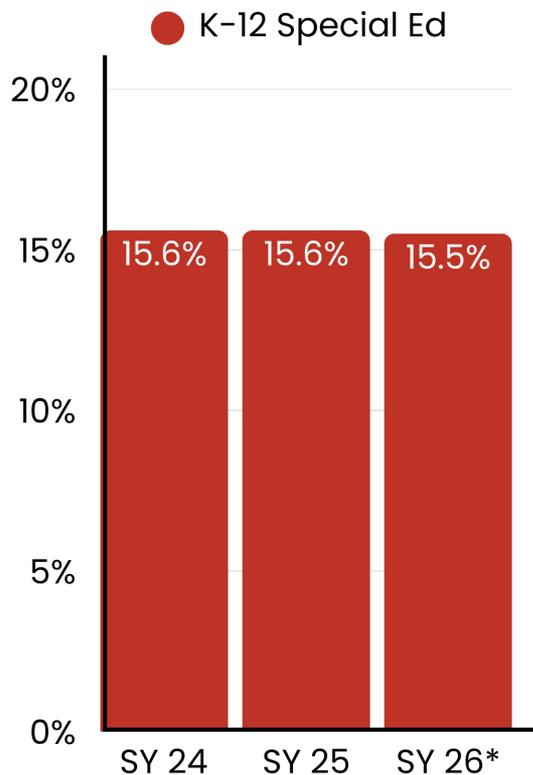


3-Year Enrollment History by K-12 Student Group

SY 26*: English language (EL) services and free and reduced lunch (FRL) benefits will change frequently as students are identified and information is updated.



3-Year Enrollment History by K-12 Special Education



- K-12 special education counts **includes**:
 - 12th graders completing credits towards graduation
 - Students aged 18-22 in transition programs
- K-12 special education counts **do not include**:
 - Early childhood special education (ECSE)

Additional context: 18.6% of ALL students in SY 25 received special education services

Questions/Discussion

Appendix

Schools Included

Elementary

- Anishinabe Academy Elementary
- Armatage Elementary
- Bancroft Elementary
- Barton Elementary
- Bethune Elementary
- Bryn Mawr Elementary
- Burroughs Elementary
- Cityview Elementary
- Dowling Elementary
- Ella Baker PreK-8
- Emerson Elementary
- Field Elementary
- Folwell Elementary
- Green Central Elementary
- Hale Elementary
- Hall Academy Elementary
- Hiawatha Elementary
- Hmong International Elementary
- Howe Elementary
- Jenny Lind Elementary
- Kenny Elementary
- Kenwood Elementary
- Lake Harriet Lower Elementary
- Lake Harriet Upper Elementary
- Lake Nokomis Keewaydin Elementary
- Lake Nokomis Wenonah Elementary
- Las Estrellas Elementary
- Loring Elementary
- Lucy Laney Elementary
- Lyndale Elementary
- Marcy Elementary
- Nellie Stone Johnson Elementary
- Northrop Elementary
- Pillsbury Elementary
- Pratt Elementary
- Seward Elementary
- Sullivan PreK-8
- Waite Park Elementary
- Webster Elementary
- Whittier Elementary
- Windom Elementary

Middle

- Andersen Middle
- Anthony Middle
- Anwatin Middle
- Franklin Middle
- Justice Page Middle
- Northeast Middle
- Olson Middle
- Sanford Middle

High

- Camden High
- Edison High
- FAIR High
- Heritage Academy High
- Longfellow Alternative High
- MACC
- North High
- Roosevelt High
- South High
- Southwest High
- Washburn High
- Wellstone International High
- Wellstone International High SWS

Other Schools and Programs

- MPS Online K-5
- MPS Online 6-12
- MPS Metro
- Stadium View
- Early Childhood Special Ed
- River Bend Educational Center
- Harrison Education Center
- Transition Plus Services

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

**REGULAR BUSINESS MEETING
Sept. 9, 2025**

CALL TO ORDER

In accordance with applicable requirements, notice was provided to each member of the Board of Education and to the public not less than three days prior to the meeting. Board members met in a regular meeting in the assembly room at the John B. Davis Educational Services Center (1250 West Broadway Ave. Minneapolis, MN) on September 9, 2025.

The meeting was called to order at 5:33 p.m. by Vice Chair Ellison, presiding in the absence of Chair Beachy, a quorum being present.

ROLL CALL

Present: Directors Abdul Abdi, Lucie Skjefte, Adriana Cerillo, Lori Norvell, Greta Callahan, Joyner Emerick (participated via interactive technology),(6); Ex Officio member Superintendent Dr. Lisa Sayles-Adams

Absent: Director Sharon El-Amin, Chair Beachy and Student Representatives Isiah Martin and Lyn Ampey (4).

APPROVAL OF AGENDA

Abdi moved to approve the agenda. Callahan seconded the motion. Skjefte moved to amend the agenda by removing item 6)a.4.r due to a conflict of interest. Callahan seconded the motion. The motion carried.

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

Aye: Abdi, Skjefte, Cerrillo, Norvell, Callahan, Beachy, Emerick (7)

Nay: (0)

Abstain: (0)

Absent: El-Amin, Beachy (2)

PUBLIC COMMENTS

Comments were heard from members of the public.

RECESS

A 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
 - Welcome new school leaders

No action was taken on these informational items.

ACTION ITEMS BY THE BOARD OF EDUCATION

Approval of the Consent Agenda

Abdi moved to approve the consent agenda. Norvell seconded the motion. The consent agenda included the following items:

Acceptance of Minutes

- Aug. 12, 2025 Regular Business Meeting

Human Resources Transactions

- Approval of List A personnel matters (2025-9-ER-A)
- Approval of List B personnel matters (2025-9-ER-B)

Contracts

- Contract with Achieve Twin Cities (2025-4400003251)
- Contract with Bolton & Menk (2025-4400003321)
- Amendment to contract with Braun Intertec (2025-4400002711)
- Contract with Cunningham Group Architecture Inc. (2025-4400003327)
- Contract with Cunningham Group Architecture Inc. (2025-4400003327)
- Contract with Entourage Events Group (2025-4400003326)
- Contract with Fredrikson & Byron (2025-4400003308)
- Contract with Insight Public Sector (2026-44000003254)
- Amendment to contract with Indrotec (2025-4400003081)
- Contract with Kraft Mechanical, LLC (2025-4400003338)
- Contract with Core Mechanical Services, LLC (2025-4400003320)
- Amendment to contract with Morcon Construction Company (2025-4400003044)
- Contract with Rethink Autism (2025-4400003309)

- Contract with Schwab Vollhaber Lubratt Service (SVL) (2025-4400003305)
- Contract with Tiffinman Global Kitchen (2025-4400003323)
- Contract with United Healthcare (2025-4400003337)
- Contract with Upper Midwest Athletic Construction (UMAC) (2025-4400002854)

Agreements

- Wellstone Lease at MCTC (2025-0042)
- Lease Agreement with the State of Minnesota at the Maintenance and Operations Building (2025-0043)

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

Aye: Abdi, Skjefte, Cerillo, Norvell, Beachy, Emerick (6)
 Nay: (0)
 Abstain: (0)
 Absent: El-Amin, Beachy (2)

Resolution certifying the proposed property tax levy for payable 2026 (2025-0039)

Abdi moved to approve Resolution 2025-0039, Callahan seconded the motion. On a roll call vote, the motion to approve the resolution was adopted with the following result:

Aye: Abdi, Skjefte, Cerillo, Callahan, Norvell, Beachy, Emerick (7)
 Nay: (0)
 Abstain: (0)
 Absent: El-Amin, Beachy (2)

Resolution Extending the 2024-2025 Equity and Diversity Impact Assessment (EDIA) Focus on Early Literacy for the 2025-2026 School Year (2025-0040)

Abdi moved to approve Resolution 2025-0040, Sjkfte seconded the motion. On a roll call vote, the motion to approve the resolution was adopted with the following result:

Aye: Abdi, Skjefte, Cerillo, Callahan, Norvell, Beachy, Emerick (7)
 Nay: (0)
 Abstain: (0)
 Absent: El-Amin, Beachy (2)

Updating Exhibit A for the 2025-2026 school year on Contract Alternative Schools Contracts (6.a.4.r)

Abdi moved to approve Resolution 2025-0040, Callahan seconded the motion. On a roll call vote, the motion to approve the resolution was adopted with the following result:

Aye: Abdi,, Cerillo, Callahan, Norvell, Beachy, Emerick (6)

Nay: (0)

Abstain: Skjefte (1)

Absent: El-Amin, Beachy (2)

REPORTS FROM BOARD OF EDUCATION DIRECTORS

The following directors and student representatives provided reports:

- Ellison
- Callahan
- Norvell
- Abdi

ADJOURNMENT

Without objection, Chair Ellison adjourned the meeting at 6:51 p.m.

Secretary Notations:

- Minutes submitted by Nandi Solórzano O'Brien, Assistant Clerk
- Meeting materials: <https://meetings.boardbook.org/Meeting/In/711153>
- Minutes approved: Oct. 14, 2025

Approvals:

Collin Beachy, Chair

Lori Norvell, Clerk

Draft

Minneapolis Public Schools

List A: All Employees: Tuesday, October 14, 2025

Hiring - Licensed

Benjamin Anderson	Heritage Academy High	Teacher, Science	9/8/2025
Terrance Averyheart	Jenny Lind Elementary	Teacher, Special Education (ASD)	9/29/2025
Jim Bierma	Anishinabe Academy Elementary	Teacher, Counselor	9/16/2025
Alice Browne	Waite Park Elementary	Teacher, Music Therapist	9/29/2025
Elizabeth Carey	Las Estrellas Elementary	Teacher, B/B (Spanish) ESL/ELL	9/29/2025
Nicholas Dorek	Adaptive Phys Ed	Teacher, Physical Education (DAPE)	7/1/2025
Aron Ghirmai	Sanford Middle	Teacher, Social Studies	9/15/2025
Dekaylen Groman	Early Childhood Special Education	Teacher, Special Education (ECSE)	9/19/2025
Hugo Huitron	Dowling Elementary	Teacher, Elementary	9/26/2025
Gabrielle Morris	Sanford Middle	Teacher, Interventionist (Reading)	8/10/2025
Gabrielle Morris	Sanford Middle	Teacher, Reading	8/10/2025
Kayla Nelson	Speech Language Clinicians	Teacher, Speech Language Clinician	10/6/2025
Rachel Novacek	Las Estrellas Elementary	Teacher, B/B (Spanish) Elementary	8/25/2025
Rebecca Ruddle	Early Childhood Special Education	Teacher, Psychology Services	7/1/2025
Emily Schafer	Waite Park Elementary	Teacher, Elementary	9/24/2025
Joseph Schantz	Lyndale Elementary	Teacher, Psychology Services	7/1/2025
Tanya Sletten	Reserves On Special Assignment	Teacher, Reserve Spec Asgn (ROSA)	8/10/2025
Irene Zamora	Cityview Elementary	Teacher, Special Education (SERT)	9/11/2025

Hiring - Non Licensed

Kristen Bullard	Minneapolis Kids	Child Care Assistant	9/4/2025
Jasmim Figueroa	Ella Baker PK-8	School Secretary	9/8/2025
Joshlin Holliday	Engineers, Zone 1	Custodian	9/15/2025
Janell Howard	Minneapolis Kids	Child Care Assistant	9/19/2025
Andrew Lee	Kenwood Elementary	Special Education Assistant (Program)	10/1/2025
Teranay Lee	River Bend Education Center	Associate Educator	9/29/2025
Andrew Lock	Transportation, Regular Ed Transp.	School Bus Driver	8/28/2025
Arnee Martin	Minneapolis Kids	Child Care Assistant	9/24/2025
Dana Mckenna	Kenwood Elementary	Special Education Assistant (Program)	9/29/2025
Salma Mohamud	AVID	AVID Assistant	9/15/2025

Minneapolis Public Schools

List A: All Employees: Tuesday, October 14, 2025

Hiring - Non Licensed

Joshua Nelson	Loring Elementary	Special Education Assistant (Program)	9/15/2025
Terrica Quarles	Bethune Elementary	Associate Educator	10/6/2025
Christine Sennentz	Windom Elementary	Associate Educator	9/29/2025
Rasheed Stephens	Dowling Elementary	Associate Educator	9/29/2025
Rosalind Sullivan	Office for Civil Rights	Director, Office for Civil Rights	9/30/2025
Octavius Taylor	South High	Special Education Assistant (1:1)	8/28/2025
Kathryn Waller	Youth & Adult Enrichment	Associate Educator	8/26/2025
Ian Zakelj	Northeast Middle	Associate Educator	9/5/2025

Discharges

Licensed

Non-Licensed

Non-Represented

Probationary Separations

Licensed

Teacher	11-02-2025	2025-10-ER-7943
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Non-Licensed

Special Education Assistant	09-26-2025	2025-10-ER-7934
Child Care Assistant	09-10-2025	2025-10-ER-7876

Staff Reduction, Licensed

Staff Reduction, Non-Licensed

Discontinuance of Contract

Discontinuance of Contract, Licensed,

Teacher	09-26-2025	2025-10-ER-7905
Teacher	09-18-2025	2025-10-ER-7908

Discontinuance of Contract, Non-Licensed,

Layoffs

Licensed

Teacher	08-24-2025	2025-10-ER-7562
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Non-Licensed

Food Service Assistant	09-07-2025	2025-10-ER-9901
Fleet Maintenance Mechanic	09-07-2025	2025-10-ER-9902
Specialist	11-21-2025	2025-10-ER-9903
School Athletic Director	09-07-2025	2025-10-ER-9904
Truck Driver	09-07-2025	2025-10-ER-9905
Mazbal Yalah	09-07-2025	2025-10-ER-9906

Administrative Contract Non-Renewals

Acceptance of Gifts and Donations

October 2025

Description	Value	Terms/Restrictions	Donor	ID
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Chris Kraft	2025-30
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	J Michael Hirsch	2025-31
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Richard Cragg	2025-32
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Sheryl Burkhardt	2025-33
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Karla Larsen	2025-34
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Valerie Tremelat	2025-35
Cash gift to KBEM Radio	\$536.63	For KBEM/Jazz 88.5	Vicki Buttery	2025-36
Cash gift to KBEM Radio	\$618.30	For KBEM/Jazz 88.5	Linda Koebnick	2025-37
Cash gift to KBEM Radio	\$692.00	For KBEM/Jazz 88.5	Susan Makela	2025-38
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Ann Gjelten	2025-39
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Louise Fester	2025-40
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Julia Morgan	2025-41
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Phillip Erwin	2025-42

Acceptance of Gifts and Donations

October 2025

Description	Value	Terms/Restrictions	Donor	ID
Cash gift to KBEM Radio	\$2,078.00	For KBEM/Jazz 88.5	Gary Rauk	2025-43
5 sets of kindergarten bike fleets.	\$45,000.00	5 schools will receive this donation	Strider Education Foundation (All Kids bike)	2025-44
Winter gear for student at Webster Elementary	\$15,000.00	To be distributed during a joint event with UHC, MN Vikings, and MPS.	United HealthCare	2025-45
Esterly Mat Cutter	\$500.00	For Southwest High	Erik Saulitis	2025-46
Cash gift to KBEM Radio	\$500.00	For Jazz 88 Blue Grass	James C. Schmitz	2025-47
Cash gift to KBEM Radio	\$15,000.00	For KBEM/Jazz 88.5	Slaggie Family Foundation	2025-48
Cash gift to Lake Harriet Community School	\$22,000.00	For Teacher Emeritus at Lake Harriet Lower	Lake Harriet Community School PTA	2025-49

END

2025-0048

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Bloomington Electric Company**

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Bloomington Electric Company dated 4/14/2025 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Bloomington Electric Company ("Contractor") (collectively "parties").

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Bloomington Electric Company ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 4/14/2025 through 3/31/2026 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: #4400003049

Amendment Number/Change Order number: 01

1. *Original contract amount:* \$164,000.00
2. *Amendment amount:* \$7,013.00
3. *Accumulative contract amount:* \$171,013.00

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 one hundred seventy one thousand thirteen dollars (\$171,013.00) Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: Contract amendment due to unforeseen price increases tied to tariffs and payment & performance bonds

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.)

Updated May, 2024

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: █

Title: █

Date: _____

Bloomington Electric Company:

Signature:  _____

Name: █ Tim Dulas

Title: █ PRESIDENT

Date: █ 6/6/25 _____



MINNEAPOLIS PUBLIC SCHOOLS

**AGREEMENT FOR LABOR, REPAIR, AND/OR INSTALLATION – OR PURCHASE
OF GOODS, SUPPLIES AND MATERIALS**

PROJECT:

This Agreement (the “Agreement”) is made this 14 day of April, 2025 (the “Effective Date”) by and between Special School District No. 1, a Minnesota public school corporation (the “School District”), and Bloomington Electric Company, (the “Contractor”).

RECITALS:

A. The School District owns and operates school buildings, administrative offices, and related sites and facilities that are generally located throughout the City of Minneapolis, Minnesota (collectively, the “Sites and Facilities”).

B. The Sites and Facilities require maintenance, repair, and updating from time-to-time, necessitating the provision of services by a third-party contractor.

C. The School District also must periodically engage a third-party contractor to facilitate the purchase of equipment, materials and supplies to support its school operations.

D. The School District desires to retain a contractor to perform the services described below (the “Project”) in accordance with and subject to the terms and conditions in this Agreement.

E. The Contractor has examined the location of all proposed work if applicable, carefully reviewed and evaluated the specifications set forth by the School District for the Project, is familiar with all conditions relevant to the performance of the services and is committed to perform all work required for the price specified in this Agreement.

In consideration of the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **General Terms and Conditions.** Reference is hereby made to the General Terms and Conditions of this Agreement attached hereto as **Exhibit A** and made a part hereof (the “General Terms and Conditions”). The General Terms and Conditions are incorporated herein by

reference as if set forth in full herein. Without limiting the generality of the foregoing, (a) all capitalized terms used in this Agreement without definition shall have the meanings ascribed to them in the General Terms and Conditions and (b) all capitalized terms used in the General Terms and Conditions without definition shall have the meanings ascribed to them in this Agreement.

2. **Project Information.**

(a) **Scope of Work.** The Project generally consists of a lighting fixture retrofit from fluorescent lighting to LED lighting. A detailed Scope of Work is set forth in **Exhibit B**, attached hereto and made a part hereof. Where applicable, drawings, specifications, lists of equipment, supplies, materials, and/or other existing documents describing or connected to the Project are listed or described on **Exhibit B**.

(b) **Time of Performance.** The Project shall be commenced on the Effective Date and completed in accordance with the schedule set forth in the Scope of Work, **Exhibit B** hereto (the "Work Schedule"). Time is of the essence in the performance of services under this Agreement.

(c) **Compensation.** The School District shall pay the Contractor for the services in accordance with this Agreement and the Schedule of Rates/Payments attached hereto as **Exhibit C** (the "Payment Schedule") and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without the prior written approval of the School District. The Contractor's total compensation for services performed in accordance with this Agreement, including all reimbursable items, shall not exceed one hundred sixty four thousand Dollars (\$164,000)(the "Contract Sum").

3. **Notices.** Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

(a) To the Contractor: Bloomington Electric Company
815 American Boulevard East
Bloomington, MN 55420
Attn: Tim Dulas

(b) To the School District: Minneapolis Public Schools
1250 W. Broadway Avenue
Minneapolis, MN 55411-2533
Attn: Mauricio Ochoa

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section.

4. **Authorized Representatives.**

(a) The School District's authorized representatives with respect to this Agreement are: Mauricio Ochoa [NAME]; 612.559.2574 [TELEPHONE], mauricio.ochoa@mpls.k12.mn.us[EMAIL].

(b) The Contractor's authorized representatives with respect to this Agreement are: Tim Dulas [NAME]; 952.888.7905 [TELEPHONE], timd@bloomingtonelectric.com[EMAIL].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated next to the name of the party who signs below.

SPECIAL SCHOOL DISTRICT NO. 1

Dated: May 19, 2025 By: _____
[Authorized Signatory]

Senior Operations Officer
[Title]

CONTRACTOR

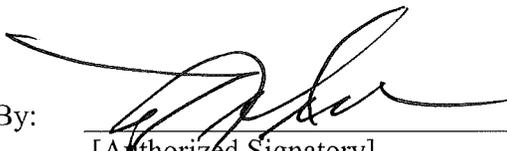
Dated: APRIL 14, 2025 By: 
[Authorized Signatory]

EXHIBIT A

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the "General Terms and Conditions") form a part of that certain AGREEMENT FOR LABOR, REPAIR, AND/OR INSTALLATION – OR PURCHASE OF GOODS, SUPPLIES AND MATERIAL.

1. **Definitions.** The terms defined in this Section shall have the following meanings for purposes of these General Terms and Conditions when initially capitalized herein:

(a) **"Agreement"** means that certain AGREEMENT FOR LABOR, REPAIR, AND/OR INSTALLATION – OR PURCHASE OF GOODS, SUPPLIES AND MATERIAL.

(b) **"Contract Documents"** means, collectively, (i) the Agreement, (ii) these General Terms and Conditions, (iii) all Exhibits listed or described in the Agreement and (iv) all drawings, specifications, addenda and modifications describing the Work which are issued after the date hereof.

(c) **"Work"** means all labor, materials, equipment, supplies, and/or services required to complete the Project described in the Contract Documents.

2. **Contract Sum.** The School District agrees to pay the Contractor for the full and faithful performance of the Work and related costs a stipulated amount equal to the Contract Sum set forth in the Agreement. The Contract Sum shall be subject to additions and deductions for changes in the Work, and the School District may deduct from the Contract Sum the value of any Work done which, in the good faith opinion of the School District, is not in compliance with the Contract Documents. The Contract Sum shall be payable to the Contractor in accordance with the Payment Schedule, subject to the provisions of these General Terms and Conditions.

3. **Work Schedule.** Contractor shall perform all of the Work in accordance with the Work Schedule. Time is of the essence in completing the Project. The Contractor agrees to notify the School District in writing of any and all causes of delay of the Work, or any part thereof, within 24 hours after such cause of delay shall arise, and in case of the failure of the Contractor to perform this Agreement and complete the Work at the time specified in the Contract Documents, the School District may immediately, or at any time thereafter, proceed to complete the Work at the cost and expense of the Contractor. Upon receipt of written notice from the Contractor of the existence of causes over which the Contractor has no control and which must delay the completion of the work, the School District may at its discretion, extend the date specified for the completion of the Work.

4. **Standards of Performance.** The Contractor agrees that all the work and labor shall be done in the best and most diligent manner and that all materials and labor shall be in entire and strict conformity in every respect with the Contract Documents and shall be subject to the inspection and approval by the proper authorities of the School District for the supervision of the

Work, and in case any of said material or labor shall be rejected by the School District as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done anew to the satisfaction and approval of the School District at the cost and expense of the Contractor. The Contractor agrees to take all precautions necessary to protect the public against injury, and to keep danger signals out at night and at such other times and such places as public safety may require during the performance of this Agreement. The Contractor further agrees to make good, replace, and renew at the Contractor's own cost and expense any loss or damage to the Work and Project occurring prior to the final delivery to and acceptance thereof by the School District, by reason of fire, tornado, theft, or any cause whatsoever, and to be wholly responsible for the construction, completion and delivery of the Work and Project in its entirety for the final acceptance by the School District; and any payment or payments made to the Contractor hereunder, shall not be construed as operating to relieve the Contractor from responsibility for the Work and Project as herein provided and agreed. It is agreed and understood by the parties hereto that the use of the Work and Project at any time by the School District for any purposes shall not be construed to be or operate as an acceptance by the School District of the work to be done by the Contractor under this Agreement.

5. ***Change Orders; Limitations.*** No claim for extra work done or additional materials, equipment, or supplies furnished by the Contractor will be made by the Contractor or allowed by the School District, nor shall the Contractor do any work or furnish any materials, equipment or supplies not covered by the Scope of Work, unless such work or materials, equipment or supplies is ordered in writing by the School District. Any such work or materials, equipment or supplies which may be done or furnished by the Contractor without such written order first being given, shall be at the Contractor's own risk and expense. When any extra work or materials, equipment or supplies is ordered by the School District to be done or furnished, the Contractor shall furnish such materials and do such work for the price mutually agreed to by the Contractor and the School District, and when any alteration of the Scope of Work is ordered by the School District, the Contractor agrees to perform the work as altered and if such alteration shall reduce the cost of doing such work, the actual amount of such reduction in cost shall be deducted from the Contract Sum.

6. ***Labor, Materials, Equipment, Etc.*** The Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, water, heat, utilities, transportation and other facilities and/or services necessary for the proper execution of the Work. All costs and expenses for such items shall be included in the Contract Sum.

7. ***Permits, Fees and Compliance with Law.*** The Contractor shall secure all permits, licenses and inspections necessary for the execution and completion of the Work as part of the Contract Sum. All permit, license and inspection fees shall be included in the Contract Sum. The Contractor shall comply with the terms of all such permits and licenses and with all federal, state and municipal laws, statutes, ordinances, building codes, rules and regulations applicable to the Work.

8. ***Taxes.*** The Contractor shall pay sales, consumer, use and other similar taxes, except to the extent that such taxes are not payable due to the status of the School District as a tax-exempt entity. The Contractor shall not charge the School District for state sales taxes, uses taxes,

and other taxes that are not payable due to the status of the School District as a tax-exempt entity, and the Contract Sum shall be reduced to the extent that amounts for such taxes were included in the determination thereof.

9. ***Subcontractors; Third Party Claims.*** The Contractor further agrees to pay all laborers employed, and all subcontractors furnishing material to the Contractor in and about the performance of this Agreement, and for all labor and material by them so performed and furnished, but in case the Contractor shall fail so to pay and to satisfy every and all claims and demands for labor and materials as aforesaid, the School District may apply the monies due and coming to the Contractor under this Agreement toward paying and satisfying such claims and demands, and the School District is herewith given the right to apply monies due and coming to the Contractor hereunder towards paying any indebtedness or claim heretofore accrued or which may hereafter come due to the School District from the Contractor on any account whatsoever, and the amount of such payments shall be charged against the balance due the Contractor hereunder; provided that nothing herein contained nor any variation from the amounts of the installments or from the manner and times of their payment shall be construed as impairing the right of the School District or of those to whose benefit the bond herein agreed upon shall insure, to hold the Contractor or surety liable on the bond for any breach of the conditions of the same nor as imposing upon the School District any obligation to laborers, materialmen, contractors, or sureties to pay or to retain for their benefit any monies coming to the Contractor hereunder. Contractor shall comply with the requirements of Minn. Stat. §471.425, subd. 4a., Prompt Payment to Subcontractors, which is incorporated herein by reference.

10. ***Bonds.*** If required by the Contract Documents, prior to performing any work under this Agreement, the Contractor shall provide the School District with the following bonds covering the Project: (a) a performance bond for the benefit of the School District, ensuring that Contractor will construct and maintain the Project in accordance with the Contract Documents, and saving and holding the School District harmless from all costs and charges which may accrue on account of completing the Project; and (b) a payment bond for the use and benefit of all persons furnishing labor or materials for the Project and making just claims for payment for such labor or materials.

11. ***Background Checks.*** The Contractor shall obtain a background check pursuant to applicable federal and state law and School District policy, including the Minnesota Child Protection Background Check Act, for each employee, volunteer or agent assigned to the Project. If Contractor receives a report that an employee, volunteer or agent so assigned has ever been convicted of a serious offense, or a background check crime, as defined at Minn. Stat. § 299C.61, it shall take immediate steps to notify the School District of the report and remove such employee, volunteer or agent from his/her assignment.

12. ***Equal Opportunity.*** The Contractor agrees that in the hiring of common or skilled labor for the performance of any work under this Agreement or any subcontract hereunder, no contractor, material supplier, or vendor, shall, by reason of race, creed, color, sex or national origin, discriminate against any person or persons who are citizens of the United States and who are qualified and available to perform the work to which such employment relates; that neither he nor any subcontractor, material supplier, or vendor, shall in any manner discriminate against, or intimidate, or prevent the employment of any such person or persons from the performance of

work under this Agreement or any subcontract hereunder on account of race, creed, color, sex or national origin; that any violation of this Section shall be a misdemeanor; and that this Agreement may be canceled or terminated by the School District and all money due, or to become due hereunder, may be forfeited, for a second or any subsequent violation of the terms or conditions of this Agreement.

13. ***Independent Contractor.*** All work provided pursuant to this Agreement shall be provided by the Contractor as an independent contractor and not as an employee of the School District for any purpose. Any and all officers, employees, subcontractors, agents, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement shall not be considered employees of the School District. Any and all actions which arise as a consequence of any act or omission by the Contractor, its officers, employees, subcontractors, agents, or other persons engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be the obligation or responsibility of the School District. The Contractor, and its officers, employees, subcontractors, and agents, shall not be entitled to any of the rights, privileges, or benefits of the School District's employees. This Agreement does not establish a joint powers agreement or joint partnership between the School District and the Contractor.

14. ***Indemnification.*** The Contractor hereby agrees to protect, defend and hold the School District and its officers, elected and appointed officials, employees, administrators, agents, and representatives harmless from and indemnified against any and all loss, costs, fines, charges, damage and expenses, including, without limitation, reasonable attorneys' fees, consultants' and expert witness fees, and travel associated therewith, due to claims or demands of any kind whatsoever (including those based on strict liability) arising out of (i) the activities contemplated by this Agreement, (ii) including, without limitation, any claims for any lien imposed by law for services, labor or materials, or (iii) by reason of the execution of this Agreement or the performance of this Agreement. The Contractor, and the Contractor's successors or assigns, agree to protect, defend and save the School District, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees. This indemnity shall be continuing and shall survive the performance or cancellation of this Agreement. Nothing in this Agreement shall be construed as a limitation of or waiver by the School District of any immunities, defenses, or other limitations on liability to which the School District is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466, or otherwise.

15. ***Insurance.*** Prior to performing any work under this Agreement, the Contractor shall purchase and maintain such insurance in the amounts specified below as will protect the Contractor from claims which may arise out of, or result from, the Contractor's performance under this Agreement, whether such performance is by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable. Certificates of Insurance shall name the School District as an additional insured. The insurance shall not be canceled by the Contractor until all of the work required by this Agreement has been completed, accepted, and final payment made by the School District. Written notification of the School District by the Contractor shall be required thirty (30) calendar days prior to

cancellation, expiration, or change of insurance. All policies shall be written on an occurrence basis using ISO Form CG 00 01 or its equivalent.

(a) Statutory Workers Compensation and Employer's Liability

(b) Commercial General Liability:

Each Occurrence	\$1,500,000
Damage to Rented Premises Each Occurrence	\$ 100,000
Medical Expense any One Person	\$ 5,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000

(c) Automobile Liability:

Combined Single Limit (Each Accident)	\$1,500,000
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(d) Other forms of insurance as called for in the Contract Documents.

The above paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary for compliance with this Agreement. Certificates of Insurance must indicate if the policy is issued pursuant to all above requirements. The Contractor shall not commence work on the Project until the Contractor has obtained the required insurance and filed an acceptable Certificate(s) of Insurance with the School District. Copies of insurance policies shall be submitted to School District upon request.

16. **Termination.** The School District shall have the right to terminate the Agreement with or without cause by and upon delivering written notice to the Contractor. In the event of such termination by the School District for convenience, the School District shall promptly pay the Contractor any compensation owed for Work completed in compliance with the requirements of the Contract Documents through and including the date of termination, and upon payment of such compensation, the School District shall have no further obligations or liabilities to the Contractor. In the event of such termination by the School District for cause (including, without limitation, if the Contractor defaults, fails to comply with the Contract Documents, provides defective or non-conforming Work, becomes insolvent or becomes the subject of bankruptcy proceedings), the School District shall not be liable to the Contractor for any amounts, but the Contractor shall be liable to the School District for all losses, damages and expenses resulting from such default. The School District may withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the School District is determined. If a determination is made that the School District improperly terminated the Agreement "for cause," then such termination shall be deemed to have been a "without cause" termination for convenience.

17. **Limitation on Liability.** In no event shall the School District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the

Agreement. The School District's maximum liability under the Agreement shall not exceed the Contract Sum.

18. ***Additional Requirements for Purchases of Equipment, Goods and Supplies.***

(a) ***Inspection and Testing.*** For a period of up to ten (10) business days following delivery, the School District shall have the right to inspect and/or test any equipment, goods and supplies (collectively, the "Goods") purchased by the School District. If upon inspection or testing the Goods or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in the Contract Documents, then without prejudice to any other rights or remedies, the School District may reject the Goods.

(b) ***Warranty.*** Contractor warrants that the Goods will be of merchantable quality and free from defects in design, engineering, material and workmanship for the time period specified by a manufacturer's warranty or as agreed to by the Contractor and the School District. Contractor further warrants that the Goods will meet the performance requirements and specifications set forth in the Contract Documents and shall be fit for the purpose intended. Contractor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Contractor agrees to indemnify, defend and hold the School District harmless against any and all third-party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

(c) ***Title and Risk of Loss.*** Title to the Goods shall remain with the Contractor until the School District accepts delivery of the Goods. The risk of loss will be on the Contractor until such time as the School District accepts delivery of the Goods. Contractor will be liable for any loss or damage to the Goods caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Goods at its own cost to the complete satisfaction of the School District.

19. ***Amendments; Binding Agreement; Assignment.*** Any amendment to this Agreement must be in writing and signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties. No assignment or attempted assignment of this Agreement or of any rights hereunder shall be effective without the prior written consent of the School District.

20. ***Authority.*** Each of the undersigned parties warrants it has the full authority to execute and delivery this Agreement.

21. ***Authorized Representatives.*** Any consent, approval, authorization or other action required or permitted to be given or taken under the Contract Documents by the School District or the Contractor, as the case may be, shall be given or taken by one or more of the Authorized Representatives of each, except as provided by applicable law or School District policy.

22. **Applicable Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the Hennepin County District Court or United States District Court of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

23. **Compliance with Laws.** The Contractor warrants that all work performed pursuant to this Agreement shall be in compliance with all federal, state and local laws, ordinances, regulations, rules, and standards, as well as all requirements set forth in the Contract Documents, or any further requirements of the School District. The Contractor and all subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances and legal requirements pertaining to the Project. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this Agreement may be subject to the prevailing wages as established by the Minnesota Department of Labor and Industry.

24. **Warranty.** The Contractor warrants that the Work shall be in accordance with the Contract Documents, applicable law and trade standards and free from material structural defects, improper workmanship or defective materials. Contractor shall replace, correct, or repair any Work not in accordance with the Contract Documents, applicable law and trade standards or any defects caused by faulty materials, equipment or workmanship for a period of two (2) year(s) from the date of completion of the Work. Nothing in this Section shall be construed to place a time limit with respect to any other obligation Contractor may have under this Agreement.

25. **Entire Agreement.** The Contract Documents and any addenda or amendments thereto signed by the parties shall constitute the entire Agreement between the School District and Contractor, and supersedes any other written or oral agreements between and School District and Contractor.

26. **Severability.** In the event that any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions in any application thereof shall not in any way be affected or impaired thereby.

27. **No Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term or condition may be waived again.

28. **Data Practices.** Any and all data created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and the Contractor must comply with these requirements as if it were a government entity. This Section does not create a duty on the part of the Contractor to provide access to public data to the public if the public data are available from the School District,

except as required by the terms of this Agreement. The Contractor will report immediately to the School District any requests from third parties for information related to the Agreement.

29. **Audit.** The Contractor must allow the School District, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the Contractor's books, records, documents, and accounting procedures and practices that are pertinent to all work provided under this Agreement for a minimum of six years from the termination of this Agreement.

30. **No Third-Party Beneficiary.** The Contractor acknowledges that nothing contained in this Agreement nor any act by the School District or the Contractor shall be deemed or construed by the Contractor or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the School District and the Contractor.

31. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

EXHIBIT B

SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

As detailed in Request for Bids issued on March 11th, 2025.

EXHIBIT C
SCHEDULE OF RATES/PAYMENTS

As detailed on proposal dated April 2, 2025.



MINNEAPOLIS PUBLIC SCHOOLS

Request for Bids for EDISON HIGH SCHOOL LIGHTING FIXTURE RETROFIT

Minneapolis Public Schools - Special School District No. 1

1250 West Broadway Ave.
Minneapolis, Minnesota 55411-2533
CAPITAL PLANNING, CONSTRUCTION, & MAINTENANCE
Issued: March 11th, 2025

NOTICE: Pursuant to section 13.591 subdivision 3(b) of the Minnesota Statutes, after a government entity has completed negotiating a contract with the selected vendor, **all data in RFP responses are public** except for trade secret information as defined in section 13.37 subdivision 1(b). A statement that submitted data are copyrighted or otherwise protected does not prevent public access to the data.

1. Introduction

Minneapolis Public Schools is seeking proposals from qualified state contractors to provide Electrical Services for a lighting fixture retrofit project at Edison High School. The goal of this project is to enhance energy efficiency and reduce operational costs.

2. Project Overview

- **Project Name:** Edison High School Lighting Retrofit Project
- **Location:** Edison High School - 700 22nd Ave NE, Minneapolis, MN 55418
- **Project Duration:** April 2025 – March 2026. Work can happen during the summer (June 16 – August 8) at any time or outside of school hours during the school year.

3. Scope of Work

- **RFP Primary Objective 1:** Partner with an electrical services company to retrofit/rewire existing lighting fixture at Edison High from a fluorescent lighting system to energy-efficient LED lighting. The affected area is about 180,000 sf or 1,600 troffers. See Exhibit A. Project should also include removing existing ballasts and restoring ceilings if damaged. Any required abatement will be coordinated by MPS.

The lamp to be used is LED9BDT8/G4/840XL or approved equal.

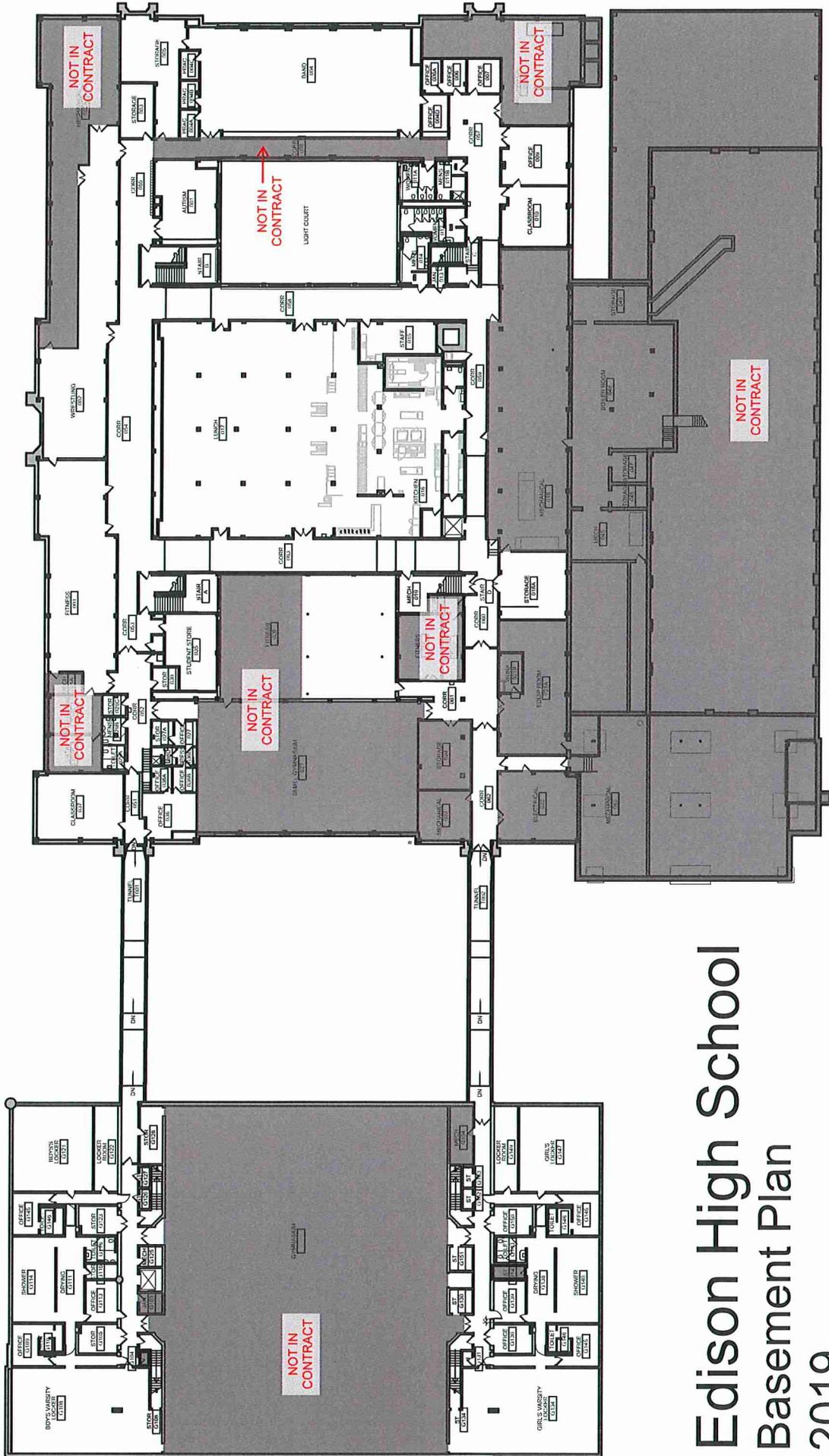
- **RFP Primary Objective 2:** Provide new energy-efficient LED fixtures for the wrestling gym in the basement of Edison High School. The gym is about 2,200 sf.

The fixture to be used is Lithonia BLWP series or approved equal.

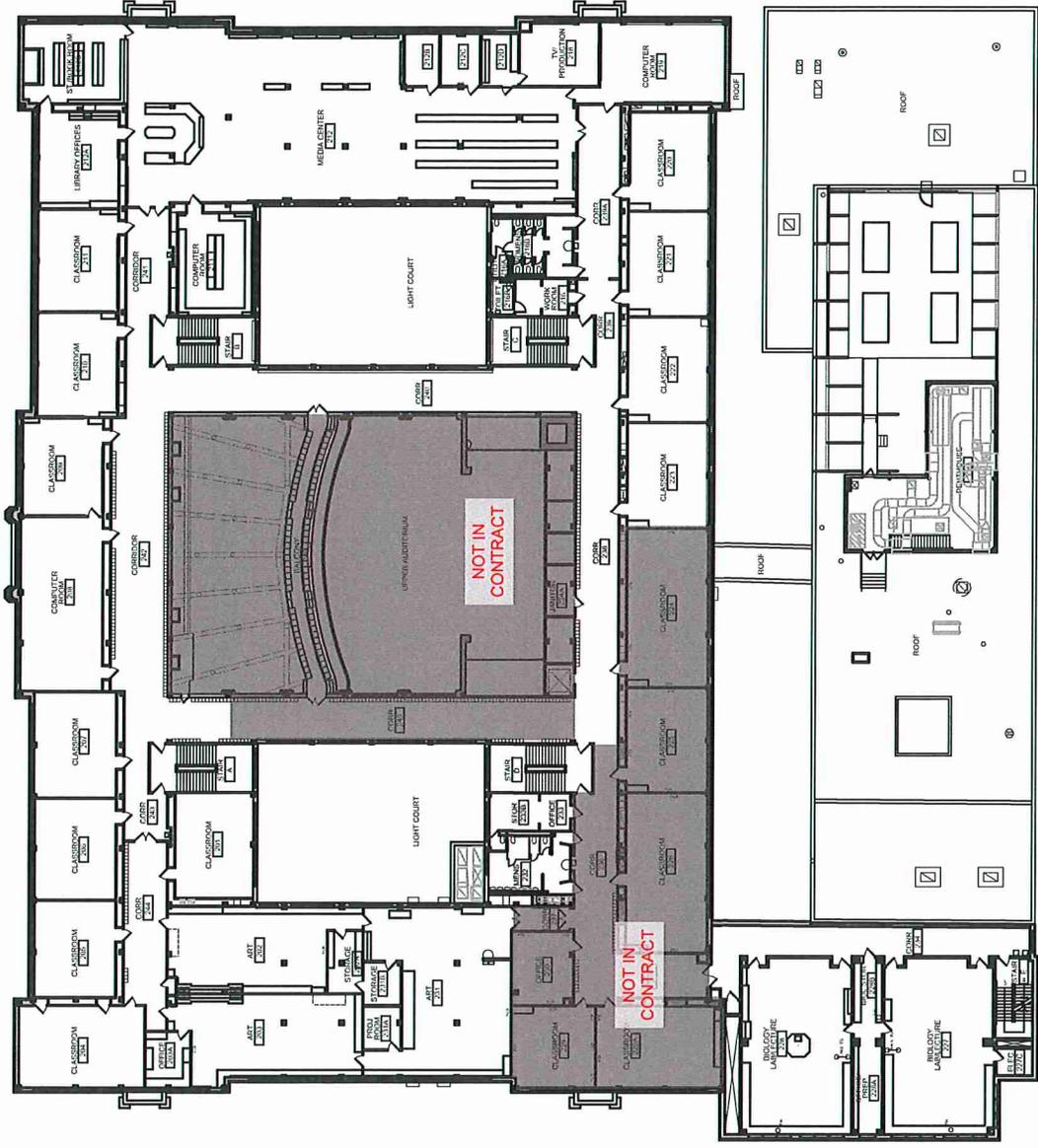
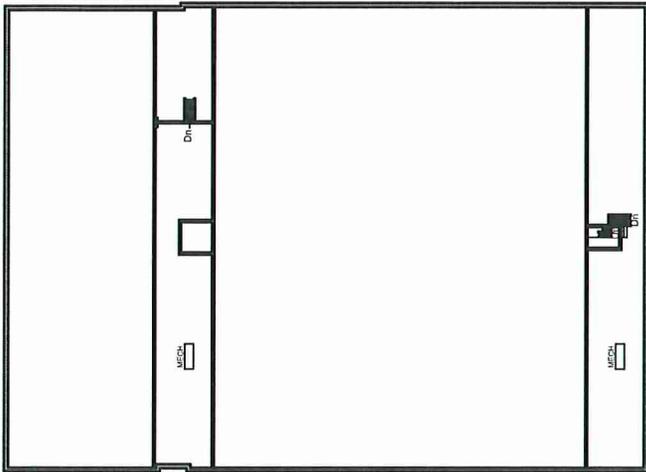
- **RFP Primary Objective 3:** Process rebate applications for Xcel Energy and for the City of Minneapolis Green Cost Share program.

4. Submission Guidelines

- **Submission Deadline:** April 2nd, 2025. Email bid to contacts below.
- **Contact Information:** For any questions or to schedule a pre-bid site visit, please contact Mauricio Ochoa (mauricio.ochoa@mpls.k12.mn.us) or Justin Greif (justin.greif@mpls.k12.mn.us)



Edison High School Basement Plan 2019



Edison High School Second Floor Plan 2019



BLOOMINGTON ELECTRIC COMPANY



"Complete Electrical Construction Services"

April 2, 2025

To: MPS
Attn: Mauricio Ochoa and Justin Greif
Re: Edison High School Lighting Fixture Retrofit

Mauricio,

The following is our proposal for electrical construction services for the project referenced above per your Request for Bids issued March 11, 2025.

Total Bid = \$ 164,000.00.

Bid clarifications:

- MN sales tax included.
- Electric Permit Included
- All work to be done during when Edison HS is NOT in session.
- We include removal of fluorescent lamps from 1600 existing light fixtures, removal of the ballasts, and installing LED lamps.
- Fluorescent lamps and ballast disposal included.
- We include replacing 32 - Wrestling Room light fixtures with Lithonia BLWP4 LED fixtures.
- We include working with Xcel Energy in their determination of their rebate.
- State Contract # 243090.

Please contact me with any questions.

Thank you,

Tim Dulas

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

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Indrotec dated 7/1/2025 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Indrotec ("Contractor") (collectively "parties").

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Indrotec ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2025 through 6/30/2026 ("Contract"), and

WHEREAS the Parties now desire to amend the Contract number: SRM: 4400003081-\$300,000

Amendment Number/Change Order number: 4400003081-\$25,000

1. *Original contract amount: 300,000*
2. *Previous Amendment amount: 25,000*
3. *Amended Amount: 32,171*
4. *Accumulative contract amount: 357,171*

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 357,171 Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: *Temp Service for DCC*

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.)

Updated May, 2024

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Tom Parent

Title: Senior Officer of Operations

Date: _____

Click or tap here to enter text.:

Signature:  _____

Name: David Hackler

Title: President

Date: 10/11/2025 _____



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR SERVICES – \$25,000 and above

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Indrotec “Contractor” (collectively “parties”) to provide Contract Labor to Culinary and Wellness Services operational locations

TERM OF CONTRACT

- 1.1 This Contract is effective on July 1st 2025 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30th 2026, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 *Total Obligation*

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$300,000.00. Contractor shall

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

3.2 Frequency of Invoicing and Terms of Payment

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

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

3.3 Taxes.

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

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

3.4 Fund Availability; Federal Funds Contingency.

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

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

4 GENERAL TERMS AND CONDITIONS

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

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

6 BACKGROUND CHECKS

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

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

7 DATA PRIVACY

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

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRACTOR

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

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

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

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

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

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

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

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

14 INDEMNIFICATION

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

15 LIMITATION ON LIABILITY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

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

17 COMPLIANCE WITH LAWS AND DEBARMENT

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

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

18 TERMINATION

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

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

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

19 RETURN OF DATA

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

20 RECORDS MANAGEMENT AND MAINTENANCE

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

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

21 NOTICES/ADMINISTRATION

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

Special School District No. 1

Division: Operations – Culinary and Wellness Services

Attn: Aaron Krulc

1250 W Broadway

Minneapolis, MN 55411

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

CONTRACTOR

Patrick Lange

Phone: 612-977-1401

Address: 2335 Highway 36 West, Suite 300 Roseville MN 55113

Email: Patrick C. Lange <Patrick.Lange@MyIndrotec.com>

ACKNOWLEDGMENT

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



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

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

22 NON-WAIVER

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

23 ASSIGNMENT

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

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

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

25 WARRANTY

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

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

26 SEVERABILITY

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

27 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1 Authorization

Digitally signed by ~~Tom Parent~~
Date: 2025.06.13 13:25:49-05'00'

Signature: _____

Name: Tom Parent
(Printed)

Title: Senior Operations Officer

Date: June 13, 2025

Indrotec Authorization

Signature: *Phil Proell*

Name: Phil Proell
(Printed)

Title: Operations Director

Date: 5/27/2025



Exhibit A:

Deliverables:

- General
 - Contractor agrees to act as a labor staffing agency providing temporary and temp to hire personnel to Culinary and Wellness Services (CWS) operational locations.
- Requests
 - Contractor agrees to have available staff appropriate to District job classifications as required by Culinary and Wellness Services.
 - Contractor agrees to implement a standard procedure for designated district staff to request and assign temporary staff personnel including but not limited to: Lead times, skill level/job category designation, location designation, windows of work required, staff contact information and confirmation of request.
 - Contractor shall provide a standardized procedure to manage staff including but not limited to tracking hours worked, evaluating performance, resolving emergent issues, and continuing or replacing assigned temporary staff.
 - Contractor shall provide weekly reports by Friday at noon detailing all planned assignments for the following week including temporary staff name, assigned location(s) and assigned hours for District review. This report should include all requests made up to the previous day EOB.
- Administrative
 - Contractor will appoint at least one (1) primary point of contact to be available during regular operational hours who is knowledgeable in contracted goods and services to transmit, receive and process communications between parties.

Service Outcome:

- Staffing services supplied to CWS operations per determined requirements.

Method of Evaluation:

- Staff Services supplied per contract guidelines and to the satisfaction of designated CWS department personnel.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Payment terms are Net 30.

[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.

Indrotec Authorization

Phil Proell

Signature

Phil Proell

Name

Operations Director

Title

5/27/2025

Date



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR SERVICES – under \$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 Indrotec, a corporation under the laws of the State “Contractor” (collectively “parties”) to provide Temporary Custodial Staffing to Plant Operations.

TERM OF CONTRACT

1.1. This Contract is effective on 7/10/2025 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 6/30/2026, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that 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

Contractor shall perform all of the services set forth herein. 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.

2.1. Deliverables:



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Contractor agrees to act as a labor staffing agency providing temps.

2.2 Service Outcome:

Staffing services supplied to Plant Operations.

2.3 Method of Evaluation:

Staffing Services supplied to the satisfaction of Plant Operations.

3. CONSIDERATION AND TERMS OF PAYMENT

3.1. The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as follows. District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$20,000.00 Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2. Payment shall be made by District within thirty (30) days upon Contractor's presentation of an 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. 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



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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.

3.4. 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. AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

4.1. 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.

5. BACKGROUND CHECKS

5.1. 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.

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.

6. DATA PRIVACY

6.1. 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.

6.2. 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.

7. OWNERSHIP OF MATERIAL

7.1. 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.

8. INDEPENDENT CONTRACTOR

8.1. 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.

8.2. District does not have the right to control the procedures for accomplishing the contracted services. The Contractor is to set his/her/its own schedule, determine own methods, furnish own tools, take care of own expenses, provide own office space among other matters.

8.3. 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



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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.

9. WORKER HEALTH, SAFETY AND TRAINING

9.1. 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, which 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.

10. INSURANCE

10.1. Contractor maintains a program of self-insurance authorized by Minnesota Statute Section 471.981 or maintains an insurance program with the coverages required below.

10.2. 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.

10.3. 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.

10.4. 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.



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10.5. 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.

11. INDEMNIFICATION

11.1. 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

12. TERMINATION

12.1. 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. 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.

12.2. 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.

13. RECORDS MANAGEMENT AND MAINTENANCE

13.1. 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



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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.

14. AUTHORIZED REPRESENTATIVE

The District's Authorized Representative is Tom Parent, or his/her successor, whose contact information is (612) 668-0000, 1250 W Broadway Minneapolis Minnesota 55411, and who has the responsibility to monitor the Contractor's performance and the authority to accept notices and services provided under this Contract.

The Contractor's Authorized Representative is Primary Contact: David Hackler: Primary Contact Phone Number: 612-371-7436- Primary Contact Email: Dave.Hackler@MyIndrotec.com - Organization Address: 2335 Hwy 36, Suite 300, Roseville, MN 55113 who has the responsibility to ensure satisfactory services are provided and the authority to accept notices. If the Authorized Representative changes at any time, the Contractor must immediately notify the District.

15. ASSIGNMENT

15.1. 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.

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

16.1. This Contract shall be construed under Minnesota law. 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.

17. COMPLIANCE WITH LAWS AND DEBARMENT

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



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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.

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SPECIAL SCHOOL DISTRICT NO. 1

Signature:

Name: Tom Parent

Title: Senior Operations Officer

Date: July 23, 2025

CONTRACTOR

Signature: 

Name: David Hackler

Title: President

Date: 7/21/2025



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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Payment terms - Net 30

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EXHIBIT C: STUDENT DATA PRIVACY

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

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

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

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

IG Inc. dba Indrotec
[CONTRACTOR NAME]


Signature

David Hackler
Name

President
Title

7/21/2025
Date

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

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Indrotec dated 7/10/2025 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Indrotec ("Contractor") (collectively "parties").

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Indrotec ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 7/10/2025 through 6/30/2026 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400003239

Amendment Number/Change Order number: #1

1. *Original contract amount:* \$20,000
2. *Amendment amount:* \$230,943
3. *Accumulative contract amount:* \$250,943

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 \$250,943 Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: Increasing PO to cover Custodial Temps districtwide through June 30, 2026.

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: Tom Parent

Title: Senior Operations Officer

Date: _____

Indrotec:

Signature:  _____

Name: David Hackler

Title: President

Date: 10/11/2025



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR SERVICES – \$25,000 above

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Archer Mechanical “Contractor” (collectively “parties”) to provide boiler plant services and installation of Industrial Combustion Burners (IC) to Minneapolis Public Schools

TERM OF CONTRACT

1.1 This Contract is effective on July 1, 2026 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.

3.1 Total Obligation

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$300,000.00. Contractor shall



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

3.2 Frequency of Invoicing and Terms of Payment

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

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

3.3 Taxes.

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

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

3.4 Fund Availability; Federal Funds Contingency.

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

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

4 GENERAL TERMS AND CONDITIONS

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

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

6 BACKGROUND CHECKS

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

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

7 DATA PRIVACY

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

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRACTOR

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

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

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

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

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

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

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

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

14 INDEMNIFICATION

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

15 LIMITATION ON LIABILITY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

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

17 COMPLIANCE WITH LAWS AND DEBARMENT

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

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

18 TERMINATION

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

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

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

19 RETURN OF DATA

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

20 RECORDS MANAGEMENT AND MAINTENANCE

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

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

21 NOTICES/ADMINISTRATION

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

Special School District No. 1

Division: Minneapolis Public Schools
Attn: Tom Parent
1250 W Broadway
Minneapolis, MN 55411
Email: tom.parent.@mpls.k12.mn.us

CONTRACTOR

Archer Mechanical Co.
Phone: 952.894.2323
Address: 1614 Cliff Road East, Burnsville, MN 55337
Email: shane.joyce@archermechanical.com

ACKNOWLEDGMENT

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



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

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

22 NON-WAIVER

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

23 ASSIGNMENT

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

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

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

25 WARRANTY

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

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

26 SEVERABILITY

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

27 SURVIVABILITY

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

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

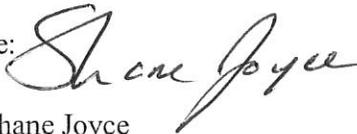
Name: Tom Parent

(Printed)

Title: Senior Operations Officer

Date: _____

CONTRACTOR NAME

Signature: 

Name: Shane Joyce

(Printed)

Title: President

Date: 9/18/25

Exhibit A:

Deliverables:

CONTRACTOR MINIMUM QUALIFICATIONS Contractor shall; 1. Demonstrate at least 10 years as a boiler repair contractor with documentation 2. Demonstrate they employ a qualified staff, each with a minimum 10 years of experience in boiler repair activities with documentation. 3. Prove they have a staffing plan to accommodate the needs of the district with documentation 4. Have a qualified staff member available on call 24 hours per day, 7 days per week and 365 days per year to respond to the district 5. Demonstrate they have the ability to respond to a District emergency within 1 hour or less of initial phone call 6. Employ welders that are certified by the State of Minnesota with the appropriate "R" stamp with documentation 7. Complete all projects without interruption, unless prior agreement is made with Pipe Fitting General Foreman or Owner's Representative (named earlier in contract documents) 8. Maintain an onsite facility/machine shop (minimum equipment owned/operated by contractor outlined below) for the purpose of rolling steel tanks and other fabrications as requested. Contractor required equipment located within their facility. 1. Plate shear with 3/8" x 12' capacity 2. Plate roll – 4 Roll with 3/4" x 10' capacity 3. Angle roll with 2 1/2" x 2 1/2" x 3/8" capacity 4. Angle and structural roll with 5" x 5" x 5/8" angle capacity and 1 1/4" x 5" flat bar capacity 5. Radial drill with 60" throat 6. Punch with 1 1/8" hole in 1" plate minimum capacity 7. Press brake with 3/4" x 16' 600 ton capacity 8. Band saw with 25" x 20" throat 9. Tube bender with 4" pipe or tube capabilities 10. Auto ML3 Sub Arc 750 amp 11. Auto LAF3 Sub Arc 1000 amp 12. AC/DC welders to 300amp 13. Pulse arc welders 400 amp 14. Plasma torch with 20 ga to 1" SS 15. Tubing welder up to 4" 16. 5 head multi burner with 10' x 35' capacity.

Service Outcome:

Provide districtwide Just in Time burner services for FY27 and FY28 school years.

Method of Evaluation:

Evaluation by General Foreman, Director of Plant Maintenance or Senior Operations Officer, at MPS' discretion.



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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Payments are to be made to vendor during the fiscal year through invoices, paid on a net 30 basis. The fiscal year expires on June 30th of each year, so all invoices must be submitted prior to that date.

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EXHIBIT C: STUDENT DATA PRIVACY

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

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

8. Unless renewal of the Contract is reasonably anticipated, Contractor shall destroy or return all educational data created, received, or maintained pursuant or incidental to the Contract within 90 days of the expiration of this Contract.
9. Contractor shall abide with all the requirements and restrictions of Minn. Stat. § 13.32, as amended, that pertain to or address technology providers. Contractor shall be considered a “technology provider” for purposes of Section 13.32.

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

[CONTRACTOR NAME]

Shane Joyce
Signature

Shane Joyce
Name

President
Title

9/18/25
Date

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 **MN Urban Debate League/Augsburg College**, “Contractor” (collectively “parties”).

1. TERM OF CONTRACT

- 1.1. This Contract is **effective on October 20, 2025** or the date of the last signature of the parties, whichever is later, and shall remain in **effect until September 30, 2026** or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2. Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2. SCOPE OF WORK

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



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3. CONSIDERATION AND TERMS OF PAYMENT

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

3.1. Total Obligation.

3.2.

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$100,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.3. Frequency of Invoicing and Terms of Payment.

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

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



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3.4. Taxes.

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

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

3.5. Fund Availability; Federal Funds Contingency.

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

4. GENERAL TERMS AND CONDITIONS

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



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precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5. AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

6. BACKGROUND CHECKS

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



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7. DATA PRIVACY

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

8. STUDENT DATA

- 8.1. Contractors who require access to student data agree to the following:
 - 8.1.1. Contractors agree to attend District provided training on data privacy at least one time per year and follow District processes to obtain data.
 - 8.1.2. Contractors will obtain a District release of information on each individual student, and access information solely through the District's Community Partner Portal. Releases of information are accepted on an ongoing basis.
 - 8.1.3. Contractors needing basic, de-identified and aggregate student data, as defined by the District, must contact Research, Evaluation, and Assessment (REA@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 (<https://www.mpschools.org/departments/rea>) 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 (grants@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:



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- 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



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

13. OWNERSHIP OF MATERIAL

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

14. INDEPENDENT CONTRACTOR

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

15. WORKER HEALTH, SAFETY AND TRAINING

- 15.1. Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall



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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.



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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



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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.



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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.



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Special School District No. 1

NAME of the District Signer: Melissa Sonnek

Title: Senior Academic Officer

Email: Melissa.Sonnek@mpls.k12.mn.us

Partner

Name: Amy Cram Helwich

Email: cramhe@augsborg.edu

Address: 2211 Riverside Avenue, CB 136 Minneapolis, MN 55454

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



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required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

27. NON-WAIVER

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

28. ASSIGNMENT

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

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

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

30. WARRANTY

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



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

31. SEVERABILITY

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

32. SURVIVABILITY

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

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SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Melissa Sonnek

Title: Senior Academic Officer

Date: _____

PLAYWORKS EDUCATION ENERGIZED

By: _____

Name: Paula O'Loughlin, Ph.D

Title: Provost and Senior VP for Academic and Student Affairs

Date: _____



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EXHIBIT A: PROGRAMMING PROVIDED

Description of Program and Delivery

Minnesota Urban Debate League

A Program of Augsburg University

The Minnesota Urban Debate League (MNUDL), a program of Augsburg University, will provide academic, competitive debate programming for Minneapolis Public Schools (MPS) as part of this contract. Programming will include both high school and middle school policy debate opportunities designed to support critical thinking, academic engagement, and student voice.

High School Debate Programming (MN State High School League - MSHSL) MNUDL will deliver MSHSL-sanctioned high school debate programming as part of the fall activities calendar. This includes the following:

Timeline: September–December (regular season); January (sections and state tournament)

Format: Students will debate a national policy topic (e.g., 2025–26 topic: Intellectual Property Rights Protection)

Schedule:

- 6–10 tournaments across the Twin Cities metro
- Fridays from 3:30–7:30 PM and Saturdays from 9:00 AM–4:00 PM
- Practices typically held after school twice per week

Participating Schools: Camden, Thomas Edison, FAIR, Roosevelt, South, Southwest, and Washburn

Students Served: 92 students in the most recent season, with South High School placing 2nd in the state tournament

Key Deliverables and Costs:

- Coach stipends
- Transportation to tournaments (via school buses)
- Background checks for judges
- Tournament entry and judge fees



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- Meals for students during tournaments
- Curriculum materials and debate supplies

2. Middle School Policy Debate Programming

MNUDL will also deliver middle school debate programming, aligned with each school's after-school structure and schedule:

Timeline: October–March

Program Structure:

- Practices held twice per week, typically embedded in existing after-school programs
- Average programming per student: 15–17 weeks / 52 hours

Tournaments:

- Three weekday conference tournaments from 3:30–7:30 PM
- All teams advance to the MNUDL Middle School Championships
- Partnering districts in the conference include Saint Paul Public Schools (SPPS), Centennial, North St. Paul/Maplewood, St. Louis Park, and others
- Topics rotate annually (e.g., police reform, climate change)

Participating MPS Schools: Andersen MS, Ella Baker, Northeast MS, Anwatin, Justice Page, Anthony, Franklin, Sanford, Sullivan

Students Served: 131 students in the most recent program year

Key Deliverables and Costs:

- Coach stipends
- Transportation to tournaments (via school buses)
- Background checks for judges
- Judge fees
- Meals for students during tournaments
- Curriculum development and instructional materials
- Full tournament operations and logistics managed by MNUDL staff



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This comprehensive debate programming supports academic skill development, civic engagement, and educational equity across both middle and high school levels in MPS. All services will be delivered by MNUDL staff, in collaboration with school-based coaches and coordinators, with a commitment to high-quality instruction, inclusive participation, and measurable student outcomes.

Outcome

The Minnesota Urban Debate League (MNUDL) will deliver high-impact academic programming through competitive policy debate for middle and high school students in Minneapolis Public Schools (MPS). The following outcomes reflect MNUDL's commitment to educational equity, student development, and measurable program impact.

1. Student Participation & Engagement

- Ensure that at least 75% of participating students attend multiple tournaments and complete the full season of debate programming
- Engage students in at least 50 hours of structured academic enrichment through practices and competitions

2. Academic Skill Development

- Improve student critical thinking, research, public speaking, and argumentation skills through policy debate instruction
- Provide access to curriculum aligned with national and state academic standards
- Support English Language Learners (ELL) and students with diverse learning needs through inclusive coaching and scaffolding strategies

3. Competitive Achievement

- Facilitate participation in MSHSL-sanctioned tournaments (high school) and conference + championship tournaments (middle school)
- Ensure MPS schools are represented in regional, section, and state-level competitions, with a goal of advancing students to final rounds
- Encourage school pride and visibility through recognition of student and school achievements in debate

4. Equity & Access

- Provide no-cost access to debate programming, including transportation, meals, and materials, to eliminate financial barriers
- Prioritize participation from historically underserved communities and schools



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- Promote leadership and voice for BIPOC students and other marginalized youth through inclusive debate topics and coaching support

5. Capacity Building & Staff Support

- Train and support school-based coaches and educators with high-quality materials, stipends, and mentorship
- Conduct background checks and onboarding for all volunteers and judges to ensure safety and compliance
- Operate all tournaments with full logistical and staffing support from MNUDL staff

6. Long-Term Impact & College Readiness

- Strengthen students' college readiness through the development of transferable academic and leadership skills
- Foster student interest in higher education and public service, with exposure to college campuses, mentors, and civic engagement opportunities
- Track and report on student outcomes including retention, achievement, and post-secondary aspirations

These outcomes reflect MNUDL's mission to empower students through debate and academic discourse, while fostering equitable opportunities for all students across Minneapolis Public Schools.

Method of Evaluation

The Minnesota Urban Debate League (MNUDL) is committed to continuous improvement and data-informed program delivery. To evaluate program effectiveness and student impact, MNUDL has established a **research agreement with the Minneapolis Public Schools (MPS) Research, Evaluation, and Assessment (REA) Office.**

Through this agreement, the following data will be collected and analyzed:

1. Participation & Engagement Metrics

- **Student attendance records and total participation hours** in debate practices and tournaments
- School-level participation rates and retention across the program year
- Frequency and depth of student involvement in competitive events



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2. Demographic Reporting

- Disaggregated data by **race/ethnicity, grade level, gender, ELL status, and special education status**
- Analysis of equity in access and outcomes across student groups

3. Academic Impact Measures

- **Enrollment in advanced coursework** (e.g., honors, AP, IB) as an indicator of academic confidence and college readiness
- **Graduation rates** of participating high school students
- **Academic proficiency** in reading and math, as measured by standardized test scores (e.g., MCA results), compared with non-participating peers

4. Program Quality Indicators

- Student feedback and self-reported growth (via surveys or reflective assessments)
- Coach evaluations and site-level observations of debate practices
- Tournament performance data and achievement trends (e.g., qualifications for state competition)

MNUDL will review and report on this data in partnership with the MPS REA Office to ensure alignment with district goals and support continuous program improvement. Findings will be used to refine curriculum, enhance instructional support, and strengthen equitable access to academic enrichment opportunities.



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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows: Minneapolis Public Schools (MPS) Community Education will provide payment to the Minnesota Urban Debate League (a program of Augsburg University) for services rendered during the 2025–2026 school year. Payment will be made **within 30 days of receipt of a valid invoice**, in accordance with the agreed-upon terms and deliverables outlined in this agreement.

If there are no exhibits:

This Exhibit and page have been intentionally left blank.



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CONTRACT FOR SERVICES – \$25,000 above

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Johnson Litho Graphics “Contractor” (collectively “parties”) to provide printing and mailing of brochures and postcards to Minneapolis Community Education and Early Childhood Family Education.

TERM OF CONTRACT

1.1 This Contract is effective on October 1, 2025 or the date of the last signature of the parties, whichever is later, and shall remain in effect until September 30, 2026, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

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

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 *Total Obligation*

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$130,000.00. Contractor shall



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

3.2 Frequency of Invoicing and Terms of Payment

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

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

3.3 Taxes.

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

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

3.4 Fund Availability; Federal Funds Contingency.

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

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

4 GENERAL TERMS AND CONDITIONS

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

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

6 BACKGROUND CHECKS

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

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

7 DATA PRIVACY

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

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRACTOR

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

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

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

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

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

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

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

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

14 INDEMNIFICATION

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

15 LIMITATION ON LIABILITY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

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

17 COMPLIANCE WITH LAWS AND DEBARMENT

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

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

18 TERMINATION

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

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

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

19 RETURN OF DATA

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

20 RECORDS MANAGEMENT AND MAINTENANCE

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

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

21 NOTICES/ADMINISTRATION

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

Special School District No. 1

Division: Community Education
Attn: Aviva Hillenbrand
1250 W Broadway
Minneapolis, MN 55411
Email: Aviva.Hillenbrand@mpls.k12.mn.us

CONTRACTOR

Letecia Papke
Phone: 612-332-3892
Address: 2219 Galloway St, Eau Claire, WI 54703
Email: davidf@fjohnsonlitho.com

ACKNOWLEDGMENT

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

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

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

22 NON-WAIVER

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

23 ASSIGNMENT

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

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

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

25 WARRANTY

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

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

26 SEVERABILITY

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

27 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Melissa Sonnek

Title: Senior Academic Officer

Date: _____

CONTRACTOR NAME

Signature: *Letecia Papke*

Name: Letecia Papke

Title: Corporate Counsel

Date: September 23, 2025

Exhibit A:

Deliverables:

Johnson Litho Graphics will provide printing and mailing of four (4) Community Education and two (2) Early Childhood Family Education brochures based on proposal submitted for MPS RFP 25-02, Community Education, 2025-2026 Brochures.

Service Outcome:

Vendor will print and mail high quality brochures.

Method of Evaluation:

Vendor will be evaluated based on brochures quality and meeting agreed upon deadlines.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Click or tap here to enter text.

[The remainder of this page intentionally left blank.]

EXHIBIT C: STUDENT DATA PRIVACY

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

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

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

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

[CONTRACTOR NAME]

Signature

Name

Title

Date



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 **Mulcahy Company** “Contractor” (collectively “parties”) to provide **Mechanical Pump House, Equipment & Accessories per the OP#26-2602 Base Bid** at **Southwest High School**

1 TERM OF CONTRACT

- 1.1 This Contract is effective on **October 14, 2025** or the date of the last signature of the parties, whichever is later, and shall remain in effect until **July 31, 2026**, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

- 2.1 Contractor shall perform all of the services/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.

- **See attached EXHIBIT A – OP#26-2602 Base Bid from Mulcahy Company in the Amount of \$417,768.00**

- **Job Name: Southwest High School Pump House**



MINNEAPOLIS
PUBLIC SCHOOLS

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Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 44xxxxxx

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3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 *Total Obligation*

District's total obligation to Contractor/Vendor under this Contract, including compensation for goods, and/or services, and reimbursable expenses (if applicable), shall not exceed \$417,768.00. Contractor/Vendor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment*

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

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

3.3 *Taxes.*

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for

such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

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

4 INSPECTION OF GOODS & REJECTION

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

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

5 RISK OF LOSS

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

6 TITLE

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

7 FORCE MAJEURE

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

8 GENERAL TERMS AND CONDITIONS

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

9 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

10 DATA PRIVACY

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

information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

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

11 USE OF DISTRICT NAME OR LOGO

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

12 INDEPENDENT CONTRACTOR

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

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

13 WORKER HEALTH, SAFETY AND TRAINING

- 13.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards,

regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

14 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

15 INSURANCE

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

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

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

16 INDEMNIFICATION

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

17 LIMITATION ON LIABILITY

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

18 CONFLICT OF INTEREST/CODE OF ETHICS

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

19 COMPLIANCE WITH LAWS AND DEBARMENT

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

20 TERMINATION

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

20.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a

material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

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

21 RETURN OF DATA

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

22 RECORDS MANAGEMENT AND MAINTENANCE

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

23 NOTICES/ADMINISTRATION

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

at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Operations - PDC (Planning, Design & Construction)

Attn: Jeff M. Helstrom

1250 W Broadway

Minneapolis, MN 55411

Email: jeffrey.helstrom@mpls.k12.mn.us

CONTRACTOR

NAME: Nick Davis (Business Development)

Address: Mulcahy Company, 2700 Blue Water Road, #100, Eagan, MN 55121

Phone: 651-675-6959

Email: ndavis@mulcahyco.com

ACKNOWLEDGMENT

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

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

24 NON-WAIVER

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

25 ASSIGNMENT



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 44xxxxxx

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

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

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

27 WARRANTY

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

28 SEVERABILITY

28.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and

each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

29 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: **Tom Parent**
(Printed)

Title: **Senior Operating Officer**

Date: October 14, 2025

CONTRACTOR NAME: Mulcahy Company

Signature: _____

Name: **Paul C. Frank**
(Printed)

Title: **VP of Sales and Business Development**

Date: October 14, 2025

EXHIBIT A: SCOPE OF WORK

Deliverables:

Pump House, Equipment & Accessories per the OP#26-2602 Base Bid from Mulcahy Company in the amount of \$417,768.00. Freight included. Coordinate Delivery to Southwest High School with the MPS's Construction Manager Agency – Kraus Anderson, Brennan Burrows (612-332-7281) & brennan.burrows@krausanderson.com. The Pump House, Equipment & Accessories shall be available for delivery by June 15, 2026, or as coordinated with Kraus Anderson (CMA).

Service Outcome:

Pump House, Equipment & Accessories delivered undamaged and in good usable condition for installation

Method of Evaluation

Jeff M. Helstrom & Commissioning Agent/Authority – Garrett Karalus (IEA) @ 651-307-3468 or Garrett.Karalus@ieainstitute.com

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Per negotiated agreement, MPS will pay 40% after proof of manufacture and the balance within 30 days of delivery and invoicing by Mulcahy, after inspected by either Jeff Helstrom (MPS) or Garrett Karalus or appointed representative from the Commissioning Agent/Authority - IEA.

[The remainder of this page intentionally left blank.]

EXHIBIT C: STUDENT DATA PRIVACY

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

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

7. ~~Contractor's employees, officers, agents, and sub-contractors, if applicable, shall only be authorized to access educational data if such access is necessary to fulfill their official duties in the performance of this Contract.~~

8. ~~Unless renewal of the Contract is reasonably anticipated, Contractor shall destroy or return all educational data created, received, or maintained pursuant or incidental to the Contract within 90 days of the expiration of this Contract.~~

9. ~~Contractor shall abide with all the requirements and restrictions of Minn. Stat. § 13.32, as amended, that pertain to or address technology providers. Contractor shall be considered a "technology provider" for purposes of Section 13.32.~~

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

[CONTRACTOR NAME]

 Signature _____ Name _____

 Title _____ Date _____

EXHIBIT A - Bid Form Mulcahy Company



**BID FORM
OP26 - 2602**

Project: Southwest High School HVAC Upgrades
3414 West 47th Street
Minneapolis, MN 55410

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

Official Publication Number: OP26-2602

Architect: Armstrong, Torseth, Skold & Rydeen, Inc.
8501 Golden Valley Road, Suite 300
Minneapolis, MN 55427

BIDDER: Bernard J. Mulcahy Company Incorporated (Mulcahy Company)

TOTAL BASE BID PUMP HOUSE ASSEMBLY

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

Written: Four Hundred Seventeen Thousand, Seven Hundred Sixty Eight DOLLARS

Numerical: \$ 417,768.00

BREAK OUT PRICING – CHILLED WATER PUMPS

- a. Provide a breakout cost for pumps, Inertia Bases, Flex Connection, Flow Measuring, check valves, isolation valves and accessories.
- b. Provide Pump Certified Startup.
- c. Base Bid:

Written: Sixty One Thousand, Seven Hundred Forty Two DOLLARS

Numerical: \$ 61,742

BREAK OUT PRICING – SIDE STREAM FILTER

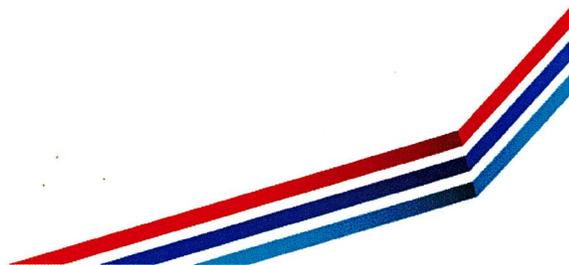
- a. Provide a breakout cost for side stream filter unit and accessories.
- b. Base Bid:

Written: One Thousand, eight hundred DOLLARS

Numerical: \$ 1800.00

MULCAHY COMPANY
2700 Blue Water Road, #100
Eagan, Minnesota 55121

T: 651-686-8580
F: 651-686-8588
W: mulcahyco.com





BREAK OUT PRICING -AIR CONTROL DEVICES AND ACCESSORIES

a. Provide a breakout cost for Air Control Devices, Bladder tank and accessories.

b. Base Bid:

Written: Eleven Thousand, One Hundred Seventy Eight DOLLARS

Numerical: \$ 11,178

BREAK OUT PRICING -VARIABLE FREQUENCY DRIVES (VFD) AND ELECTRICAL

a. Provide a breakout cost for VFDs, Wiring and accessories.

b. Provide VFD Certified Startup.

c. Base Bid:

Written: Thirteen Thousand Seven Hundred Fourteen DOLLARS

Numerical: \$ 13,714

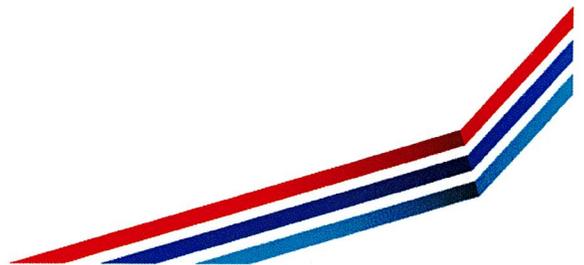
BREAK OUT PRICING -SPACE HEATER

a. Provide a breakout cost for Space Heater wiring and control.

b. Base Bid:

Written: Two Hundred Forty One DOLLARS

Numerical: \$ 241.00





ADDENDA

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

No. N/A Date N/A No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

CONTRACT TIME

a. I agree to substantially complete the Work by [June 1, 2026].

BID GUARANTY PERIOD

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

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

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

STATUS OF FIRM

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

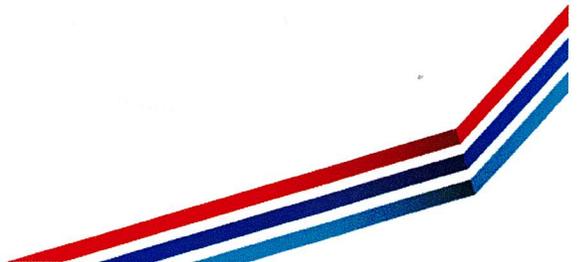
SIGNATURE

a. Name: Paul Frank Title: Vice President of Sales and Business Development
 b. Signature: [Handwritten Signature] Date: 9-23-2025
 c. Firm: Bernard J Mulcahy Company Incorporated (Mulcahy Company)
 d. Address: 2700 Blue Water Road, Suite 100 Eagan MN 55121
 (Street) (City) (State) (Zip Code)
 e. Telephone: 651-686-8580 Fax: 651-686-8588

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

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

END OF DOCUMENT





2700 Blue Water Road, Suite #100 Eagan, Minnesota 55121

Phone (651)-686-8580 ▪ Fax (651)-686-8588

www.mulcahyco.com

NOTE: As you may be aware, the U.S. Government is implementing new tariffs. These tariffs directly impact manufacturing costs. This is a fluid situation and will be updated as events unfold.

Quote ID: QUO-147913-B4M4M8 Rev. 2 *****BUY PRICING*****

Job Name: Southwest High School Pump House

Location: Minneapolis, MN

Bid Date: 05/29/2024

Engineer: Mulcahy Company

Today's Date: 06/16/2025

Every sale of goods or performance of services by Bernard J. Mulcahy Co., Inc. is exclusively subject to, and expressly conditioned upon, your acceptance of Bernard J. Mulcahy Co., Inc.'s Terms and Conditions, which are available at <https://mulcahyco.com/terms-and-conditions/> and made a part of any agreement as if fully set forth therein.

Acceptance of goods or services shall constitute conclusive acceptance of Bernard J. Mulcahy Co., Inc.'s Terms and Conditions and any terms contained herein. Any proposed terms and conditions that purport to conflict with, alter, differ from, or add to Bernard J. Mulcahy Co., Inc.'s Terms and Conditions are hereby specifically objected to and are not a part of any order or agreement unless specifically agreed to in a signed writing by an authorized representative of Bernard J. Mulcahy Co., Inc.

This quote may not be inclusive of all expenses. Examples of non-inclusive costs may include shipping, taxes, duties & fees, transfer fees, and any expenses accrued while performing any services on your behalf.

PRICING IS FOB Shipping Point, FREIGHT ALLOWED

Please reference Quote ID Number on all correspondence.

Qty	Description	Total Net Price
	01 AIR CONTROL	
1	B&G RL-8F TANGENTIAL AIR SEPARATOR LESS STRAINER; 125# WP; 8" FLG; 1900 GPM MAX Wt: 400 lbs ea. Tag: AS-1	
1	B&G #107A AIR VALVE 3/4" NPTF Wt: 10 lbs ea. Tag: AS-1 accy	
1	B&G B-600 ASME BLADDER TANK; 158GAL; 125# WP; 30" DIA X 65" OAL; 2" NPTF Wt: 360 lbs ea. Tag: ET-1	
1	B&G #97 AIR VENT Wt: 2 lbs ea. Tag: ET-1 accy	

02 CHILLED WATER PUMPS

- 3 B&G Base Mounted Pump Series e-1510, Model e-1510, 4 GC, SS, 40 HP, 1800 RPM, 324T Frame, with 12.375" Impeller, STD-Buna/Carbon/Ceramic/SS/Bronze Seal, BG Choice, ODP, NEMA Premium w/Shaft Grounding Rings, Inverter Duty, 230/460/3/60 Motor, 515 gpm, 140 ft. System Fluid to be 30% Propylene Glycol at 50°F. Pump must have Minimum Duty Point Efficiency of 74.7%. Minimum Part Load efficiency value of 66.2%. Pump duty point shall not operate beyond 50% of curve. Motor must be 1800RPM. Wt: 1,084 lbs ea.
Tag: CWP-4,5,6

03 PUMP ACCESSORIES

- 3 B&G GF-3 SUCTION DIFFUSER PLUS, 6" FLG X 5" FLG. Pressure drop through suction diffuser to not exceed 1.64 FT. Wt: 105 lbs ea. Tag: CWP-4,5,6 accy1
- 3 4 PORT CONNECTORS FOR TV-4 TRUMPET VALVE (8 CONNECTORS) Wt: 1 lbs ea.
Tag: CWP-4,5,6 accy2

04 PUMP HOUSE

- 1 Packaged Pumping Enclosure by ProPak Solutions, including the following: - (3) e1510 end-suction pumps with 6" drops to each pump including suction diffusers, isolation valves, flexible connectors, venturi flow meter, and check valves. Each pump includes wall-mount ABB580 VFD's with integral disconnect wired to the motor. Pumps will be installed on vibration inertia base which will be filled with non-shrink grout and blocked for shipping. Removal of blocks and setting of springs at final level is by installer. - 8" piping headers including vertical offsets for connection points as shown on the detail. - Air management system including air separator and expansion tank. Includes makeup water piping including 3-valve bypass and pressure reducing valve. - Side-stream filter and associated piping and isolation valves. - All piping 2-1/2" and larger to be sch 40 black steel pipe with weld fittings and 150# flanges. Piping 2" and smaller to be Type L copper pipe and fittings. All piping to be insulated with fiberglass insulation with PVC fittings. Tanks shall be insulated. - All piping will be supported using spring isolators. - Pumps shall have pressure gauges piped to a shared Trumpet Valve. Appropriate temperature gauges to be provided. Piping must be designed with appropriate air purges and drains. Above components piped and mounted within a mechanical enclosure consisting of a structural steel base, tube steel frame, and 3" insulated panels. Enclosure will include lifting lugs with an approximate dimension of 18' x 12' x 10'. Enclosure shall include (1) double door, (1) electric heater, (1) exhaust fan, and (2) louvers. - Enclosure will be installed by others on spring-isolated roof rails. Roof rails provided/installed by others. - Single-point electrical connection, 460/3/60, includes power distribution to each pump and transformer for lights, fan, unit heater, and convenience receptacles. Power wiring to each component will be factory-completed. - Does not include any controls. Installer will be responsible for installing communication wiring to each VFD, and any control sensors within the piping. Complete Revit files to be provide to engineer and owner. **Fabrication of enclosure and all hydronic components must be completed by Union Labor Shop.** Exclusions: - Installation or supervision - Control devices or wiring

- 1 FREIGHT Wt: 0 lbs ea.
Tag: Freight

05 INERTIA BASES

- 3 VibroAcoustics Concrete Inertia Bases: 8"CIB72"X24" c/w(4)FS-SA, (2) FS-SA-700 and (2) FS-SA-800 Isolators. Wt: 201 lbs ea.
Tag: CWP-4,5,6
- 3 VibroAcoustics Concrete Inertia Bases: 8"CIB72"X24" c/w(4)FS-SA, (2) FS-SA-700 and (2) FS-SA-800 Isolators. Wt: 201 lbs ea.
Tag: CWP-4,5,6

06 FLEXIBLE CONNECTORS

- 3 MODEL VFR0406 4" x 6" INCREASING FLEXIBLE CONNECTOR. 150# FLAT FACE FLANGED CONCENTRIC INCREASER X 150# FLAT FACE FLANGE S/S HOSE & BRAID, CARBON STEEL FITTINGS, STAINLESS STEEL VANE 16.25" OAL Wt: 35 lbs ea.
Tag: CWP-4,5,6 DISCHARGE
- 3 METRAFLEX MMCC 6" DIA X 11" OAL STAINLESS FLEXCONNECTOR FLG/FLG Wt: 28 lbs ea.
Tag: CWP-4,5,6 SUCTION

07 FLOW MEASURING VALVE

- 3 HCI MS Metering Station Fixed Orifice, 6" Flanged Connections, Class 150, MS-JFF-H. 15.0" OAL Wt: 59 lbs ea.
Tag:

08 CHECK VALVES

- 3 METRAFLEX 6" VFD CHECK VALVE 125# GLOBE STYLE SILENT CHECKVALVE W/ SS TRIM. P/N CVOSSVFD906 Wt: 81 lbs ea.
Tag: CWP-4,5,6

09 PUMP ISOLATION VALVES

- 6 METRAFLEX 6" BUTTERFLY VALVES DESIGN CONDITIONS – 200 PSI, EPDM SEAT - 40°F TO 250°F, DINC DISC LUG STYLE Wt: 28 lbs ea.
Tag: P-1,2,3 SUCTION AND DISCHARGE

10 SIDE STREAM FILTER

- 1 Quantrol QFP4X2-304, Multi-Round Housing, 60 GPM, 4 Cartridges. - In/Out Size: 2" MNPT, Max Pressure: 150 psi, Max GPM (Pleated cartridge): 60 GPM, Cartridges: (4) 20" length, Style of Cartridge: DOE, 222/Flat or 222/Fin Wt: 30 lbs ea.
Tag:

11 SPACE HEATER

- 1 STIEBEL ELTRON CNS Plus Wall Mounted Convection Heater. Model CNS 150-1 Plus. 120V/1ph, 12.5 AMP Power (15AMP Breaker Min) 1500Watt, 5118btuh. P/N 201996 Wt: 1 lbs ea.
Tag:

12 VARIABLE FREQUENCY DRIVES

- 3 ABB #ACH580-PDR-052A-4+J429; 40 HP/460V/52A; VFD/Disc/VFD fuses/UL-1/5% DC reactor/Bluetooth Wt: 70 lbs ea.
Tag: CWP-4,5,6

13 STARTUP

- 1 VFD'S: One trip onsite certified startup assistance, 2 year parts and labor warranty. Installer and end user maintenance technician to be present at time of startup for training and to assist. We request a 2 week notice to schedule startup for M-F 8am-5pm. Pumps: One trip for onsite certified startup. Installer and end user maintenance technician to be present at time of startup for training. We request a two week notice to schedule Monday - Friday 8:00 - 5:00. Wt: lbs ea.
Tag:

Total Job Price

\$ 417,768.00

*****BUY PRICING*****



**Memorandum of Understanding
Between Urban Ventures
And
Minneapolis Public Schools**

The purpose of this Memorandum of Understanding is to provide clarity to and define responsibilities for the placement of the Urban Ventures Mobile Innovation Hub at Green Central Elementary School.

It is agreed that this Memorandum of Understanding supersedes all prior agreements which may be in place between Minneapolis Public Schools and Urban Ventures.

It is further agreed that the duration of this Memorandum of Understanding will be a term beginning on August 15, 2025, and concluding August 15, 2026.

Either party may terminate this Memorandum of Understanding without penalty upon the presentation of 30-day written notice to the other party.

Whereas Minneapolis Public Schools (MPS) agrees to:

- Provide a suitable location for the Urban Ventures Mobile Hub (on a level grade within 30 feet of building power).
- Provide a suitable electrical connection (50A CS6369 Twist-Lok receptacle) related to the power and operation of the Urban Ventures Mobile Hub.
- Provide internet connectivity and ongoing IT support.
- Ensure common area maintenance is complete, including snow removal.
- Abide by all Urban Ventures rules and guidelines regarding use and access of the Mobile Hub.
- Promptly notify Urban Ventures of any internal or external damage done to the Mobile Hub, beyond normal wear and tear, to include graffiti, vandalism, and/or other damage.
- Pay any invoiced amount for time and materials that Urban Ventures sends to cover the cost of repairs due to above damage.
- Maintain in force and present to Urban Ventures a \$1M liability policy, listing Urban Ventures as an additional named insured, for the term outlined above.

Whereas Urban Ventures agrees to:

- Grant to Minneapolis Public Schools the limited use of the Urban Ventures Mobile Hub for the term outlined above.
- Provide IT to support the initial set-up and connection of the Mobile Hub.



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

COMMUNITY PARTNER CONTRACT FOR SERVICES (\$0.01-\$4,999.99)

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 Urban Ventures Leadership Foundation “Contractor” (collectively “parties”).

1. TERM OF CONTRACT

- 1.1. This Contract is effective on September 30, 2024 or the date of the last signature of the parties, whichever is later, and shall remain in effect until September 30, 2025 or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, 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.

2. SCOPE OF WORK

- 2.1. Contractor shall perform all of the services set forth in Exhibit A. 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 follows. District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$1,500.00.

- 3.1. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.
- 3.2. Payment shall be made by District within thirty (30) days upon Contractor’s presentation of an invoice for goods delivered or services rendered pursuant to this



MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

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Phone: 612.668.0000

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SRM: 4400002610

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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. 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.

4. BACKGROUND CHECKS

- 4.1. Contractor shall conduct criminal background checks in accordance with state and federal law for 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. 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.

5. DATA PRIVACY

- 5.1. 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. The remedies in Minn. Stat. § 13.08 apply to the Contractor, and 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.
- 5.2. 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 B ("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.

6. STUDENT DATA

- 6.1. Contractors who require access to student data agree to the following:
 - 6.1.1. Contractors agree to attend District provided training on data privacy at least one time per year and follow District processes to obtain data.

- 6.1.2. 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.
- 6.1.3. 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.
- 6.1.4. 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.
- 6.1.5. 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.

7. USE OF DISTRICT SPACE

- 7.1. 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.

8. USE OF DISTRICT NAME OR LOGO

- 8.1. 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.

9. CONFLICT OF INTEREST/CODE OF ETHICS

- 9.1. 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.

10. MALTREATMENT OF MINORS REPORTING ACT



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 4400002610

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

11. PROFESSIONAL STANDARDS OF BEHAVIOR

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

12. AFFIRMATIVE ACTION, EQUAL EMPLOYMENT

12.1. Contractor shall comply with all applicable federal and state laws related to non-discrimination, equal employment opportunity, and affirmative action.

13. INDEPENDENT CONTRACTOR

13.1. Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any employee of Contractor shall be deemed to be an agent or employee of the District. Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

14. INDEMNIFICATION

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

15. TERMINATION

15.1. Either Party may terminate at any time without cause, upon thirty (30) days written notice. Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District, for work satisfactorily performed. In no event shall Contractor be paid for work or costs incurred after receipt of notice of termination, which reasonably could have been avoided. District may terminate this Contract for cause upon seven (7) days written notice if Contractor fails to comply with any material term. Notwithstanding, Contractor shall not be relieved of liability to the District for damages sustained as a result of any breach. The District, may withhold payments due to the Contractor for the purpose of set-off until such time as the amount of damages due the District is determined.

16. RECORDS MANAGEMENT AND MAINTENANCE

- 16.1. 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. 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.

17. COMPLIANCE WITH LAWS AND DEBARMENT

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

18. MISCELLANEOUS

- 18.1. Contractor may not assign any obligations of this Contract. This Contract shall be construed under Minnesota law. Any action arising out of this Contract shall be heard by a state court in Hennepin County, 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.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: Aviva Hillenbrand
Aviva Hillenbrand (Oct 2, 2024 15:15 CDT)

Name: Aviva Hillenbrand

Title: Executive Director of Community Education

Date: 10/02/2024

PARTNER

By: Michael Brooks
Michael Brooks (Oct 1, 2024 16:22 CDT)

Name: Mike Brooks

Title: Director, Music Academy & Recording Studio

Email: mikebrooks@urbanventures.org

Phone: (612) 638-1000

Date: 10/1/24



1250 West Broadway Ave. Minneapolis, MN 55411-2533
Phone: 612.668.0000
www.mpls.k12.mn.us
SRM: 4400002610

EXHIBIT A: PROGRAMMING PROVIDED

Description of Program and Delivery:

At Andersen: Urban Ventures will provide staff, facilitation and materials to provide programming 1-4 days per week from 3:20-5:50pm as part of Andersen After School Beacons. On the days they provide programming, Urban Ventures staff will meet students at Andersen, supervise them as they eat snack, and either chaperone them to use Kix Field and/or indoor gym space at Colin Powell Community Center or gym space at Andersen. If they travel offsite, Urban Ventures staff will walk students back to Andersen in time for our 5:45pm dismissal. Class offerings will include soccer but may be expanded in response to youth voice as the year progresses. Urban Ventures will not charge a fee for the programming at Andersen.

At Green Central: Students in 3rd – 5th grade will have an opportunity to explore their artistic creativity through music. Students will make music, build confidence, and change the world after-school with friends. Students will be offsite at Urban Ventures music studio, learning how to create sounds beats, write and production of music. Urban Ventures will charge a fee for the programming at Green Centra.

Service Outcome:

At Andersen: Students will learn new skills, develop new friendships and form positive relationships with caring adults.

At Green Central: Provider will be expected to be ready to receive students on-time and provide activities that are engaging and enriching for our students. They will provide a safe, supportive, collaborative, and engaging environment that encourages youth to attend and be retained.

Method of Evaluation

Partner success will be monitored through frequent informal observations and check-ins with the activity leaders. Attendance and enrollment will also measure how desirable the program is to participants. Coordinator will do a YPQA to cover the whole year and may also administer student surveys.



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

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SRM: 4400002610

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EXHIBIT B: 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]

Michael Brooks
Michael Brooks (Oct 1, 2024 16:22 CDT)
Signature

Michael Brooks
Name

Instructor
Title

10/1/24
Date



Urban Ventures Contract 2024-2025 for signatures

Final Audit Report

2024-10-01

Created:	2024-10-01
By:	Lily Thiboutot (lily.thiboutot@mpls.k12.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMGLmUAwLmgE8nmZFni3Xc25UI7WAELRu

"Urban Ventures Contract 2024-2025 for signatures" History

-  Document created by Lily Thiboutot (lily.thiboutot@mpls.k12.mn.us)
2024-10-01 - 8:34:21 PM GMT
-  Document emailed to mikebrooks@urbanventures.org for signature
2024-10-01 - 8:34:57 PM GMT
-  Email viewed by mikebrooks@urbanventures.org
2024-10-01 - 9:20:44 PM GMT
-  Signer mikebrooks@urbanventures.org entered name at signing as Michael Brooks
2024-10-01 - 9:22:36 PM GMT
-  Document e-signed by Michael Brooks (mikebrooks@urbanventures.org)
Signature Date: 2024-10-01 - 9:22:38 PM GMT - Time Source: server
-  Agreement completed.
2024-10-01 - 9:22:38 PM GMT

Urban Ventures Contract 2024-2025 vendor signed PDF

Final Audit Report

2024-10-02

Created:	2024-10-02
By:	Lily Thiboutot (lily.thiboutot@mpls.k12.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIWvz_6h6FAtdoK65Qo0tBwyce8ltaadv

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-  Document created by Lily Thiboutot (lily.thiboutot@mpls.k12.mn.us)
2024-10-02 - 6:10:09 PM GMT
-  Document emailed to Aviva Hillenbrand (aviva.hillenbrand@mpls.k12.mn.us) for signature
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2024-10-02 - 8:14:55 PM GMT
-  Document e-signed by Aviva Hillenbrand (aviva.hillenbrand@mpls.k12.mn.us)
Signature Date: 2024-10-02 - 8:15:22 PM GMT - Time Source: server
-  Agreement completed.
2024-10-02 - 8:15:22 PM GMT

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made this _____ day of _____, 2025, by and between Special School District No. 1, also known as Minneapolis Public Schools (MPS), a public body corporate and politic under the laws of the State of Minnesota (“Landlord”) and Minneapolis Urban Robotics Alliance (MURA), a Minnesota non-profit organization (“Tenant”).

1. RECITALS

(A) MURA desires to lease space in Landlord’s Lincoln School, located at 1231 12th Avenue N., Minneapolis, Minnesota to further the partnership between MURA and MPS that has been in place since 2017; and

(B) MURA’s FIRST Robotics field is installed in the Lincoln School’s gymnasium and currently serves middle school and high school students across MPS and the greater Twin Cities metro area; and

(C) The mission of MPS is to support its students’ growth into knowledgeable, skilled, and confident citizens; and

(D) The partnership with MURA assists MPS in furthering MPS’s efforts to ensure every MPS student is learning and career or college ready by offering accessible STEM enrichment to MPS students; and

(E) Leveraging the services and resources provided by MURA continues to be in alignment with the MPS’s academic investments in STEM; and

(F) MURA agrees to focus on servicing MPS students from neighborhoods near MURA Field at Lincoln School.

2. LEASED PREMISES. Landlord does hereby lease to Tenant and Tenant does hereby take from Landlord certain portions of Lincoln School, located at 1231 12th Avenue N., Minneapolis, Minnesota owned by Landlord. Each room within Lincoln School that Tenant leases from Landlord pursuant to this Lease is highlighted on the attached Exhibits A-1 and A-2 (individually and collectively, the “Leased Premises”). The tenant is permitted to use the leased premises only on the days and times listed in the "Weekly Schedule" on Exhibit B, and with a maximum of six people. For any use involving more than six people, the tenant must secure a permit through the Eleyo facility permit website.

3. TERM; EARLY TERMINATION.

(A) Term and Expiration. The term of this Lease shall begin on commencement date, and shall expire on July 31, 2026, or such earlier date as provided herein (the “Term”). This Lease shall terminate automatically on the expiration date unless otherwise extended by mutual written agreement of both Landlord and Tenant.

(B) Early Termination. This Lease may or Tenant’s lease of any individual room shown on Exhibits A-1 and A-2 may be cancelled with or without cause by either party upon 45 days’ written notice.

4. RENT. No rent shall be charged by Landlord under this Lease.

5. COST FOR CUSTODIAL TIME. No cost for custodial time shall be charged by Landlord under this Lease. To ensure the Landlord's investment is supporting MPS students, Tenant shall provide Landlord with annual reports, which must include schools represented in Tenant's programs and the number of students. If annual reporting identifies low MPS student participation, Landlord shall consider charging Tenant rent and custodial costs.

6. USE RESTRICTIONS.

(A) The Leased Premises must only be used by Tenant as facilities for workshops, scrimmages, and events related to the FIRST Robotics program. Tenant must not hold classes or competitions in the Leased Premises during any weather-related school cancellations by Landlord. Tenant must comply with all applicable laws, ordinances, governmental regulations, and Landlord's policies and rules in using the Leased Premises. Tenant shall not do anything in or about the Leased Premises which would in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease.

(B) Tenant shall not place or permit signs on the exterior or that are visible from the exterior of the Leased Premises, on the exterior of the building in which the Leased Premises is located, or elsewhere on the property in which the Leased Premises is located, unless otherwise approved in writing by Landlord.

(C) In the event of an emergency, as determined by Landlord in its sole discretion, Landlord shall have the right and privilege to enter and use any of the Leased Premises for the duration of the emergency. Following Landlord's emergency use of the Leased Premises, possession of the Leased Premises during the designated times set forth in the use schedule attached as Exhibit B shall be returned to Tenant. Landlord reserves the right to close some or all of the Leased Premises due to inclement weather or maintenance or repair of the Leased Premises. Landlord will attempt to provide reasonable advance notice to Tenant of such closure, however, due emergency circumstances such as weather conditions, advance notice of the closure may not be feasible.

(D) Tenant and its officials, employees, agents, contractors, and invitees may use the bathrooms on the Leased Premises during the operating hours of the building in which the Leased Premises are located.

7. ENVIRONMENTAL. Tenant agrees that throughout the term of the Lease, it shall not use the Leased Premises for the storage, handling, transportation, or disposal of any Hazardous Substances. "Hazardous Substances" for purposes of this Lease shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under any Environmental Law or other applicable federal, state or local laws and the regulations promulgated thereunder as: (i) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), the Federal Water Pollution Control Act, 33 U.S.C. §1321(14), as now or hereafter amended; (ii) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and

Recovery Act, 42 U.S.C. §§6903(5), 6921, as now or hereafter amended; (iii) toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1) as now or hereafter amended; (iv) a “hazardous air pollutant” under Section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (v) a “hazardous material” under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances or regulations, as now or as may be passed or promulgated in the future. “Hazardous Substances” shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls (“PCBs”), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, and urea formaldehyde.

Tenant will be solely liable for and will defend, indemnify, and hold Landlord, its officials, employees, contractors, and agents harmless from and against any and all claims, costs and liabilities, including reasonable attorneys’ fees and costs, arising out of or in connection with Tenant’s use, storage, handling, transportation, or disposal of Hazardous Substances on, at or under the Leased Premises, including cleanup or restoration of the Leased Premises if such cleanup or restoration is required by a governmental agency and directly related to the acts or omissions of Tenant. In no event will Tenant be responsible for the pre-existing condition of the Leased Premises.

The obligations of this paragraph shall survive the expiration or other termination of this Lease.

8. UTILITIES AND TAXES. Landlord shall pay all charges for all utilities, including water, sewer, gas, electric, garbage and refuse removal, Internet service, and cable/satellite television services to the Leased Premises. Landlord shall be responsible for paying all taxes, special assessments, or similar charges which are assessed, levied, charged, or imposed by any public authority upon the Leased Premises.

9. MAINTENANCE AND REPAIR OF THE PROPERTY. Landlord shall maintain the Leased Premises and the facilities and grounds of which the Leased Premises are a part in a safe and sanitary condition, free from debris, ice, and snow. Landlord shall be responsible for the operation, maintenance, and security of the Leased Premises, all wages, salaries, and related expenses of all on-site employees engaged in these activities, and all supplies and materials used in its operation and maintenance of the Leased Premises. Landlord shall be responsible for charges rendered under any maintenance and service agreements for the Leased Premises and the equipment therein and administrative costs for services that are directly connected to the operation of the Leased Premises. Landlord shall be responsible for any and all maintenance costs related to public areas of the buildings in which the Leased Premises are located, including all bathrooms, hallways, entrances, sidewalks, landscaping, parking lots, driveways, and service areas. Landlord

will not be responsible for maintenance or repair of any equipment, furniture, or other fixtures installed by Lessee.

Tenant shall, at all times throughout the term of this Lease, and at its sole expense, clean robotics/equipment area located within the Leased Premises, keep the Leased Premises and fixtures in at least as good condition as existed on the date of this Lease, reasonable wear and tear excepted. Tenant shall not allow any liens or encumbrances to be placed on the Leased Premises.

10. CONDITION OF LEASED PREMISES. Tenant agrees that by executing this Lease that it is accepting the Leased Premises in its present condition "AS IS" and that Landlord has made and makes no representations or warranty of any kind about the condition of the Leased Premises or its fitness for Tenant's use. Tenant agrees that it will return the Leased Premises to the condition found at the commencement of this Lease, reasonable wear and tear excepted.

11. ALTERATION OR IMPROVEMENT OF THE LEASED PREMISES. Tenant may make alterations or improvements in or to the Leased Premises only upon obtaining Landlord's prior written consent. Any approved alterations or improvements shall be made at Tenant's expense unless Landlord has agreed to pay for them. If an improvement or alteration is authorized by Landlord, the parties shall execute an amendment to this Lease that includes an improvement schedule that includes a description of the improvement or alteration, the value of the improvement or alteration and the date that the improvement or alteration was made. Any alterations or improvements made to the Leased Premises during the term of this Lease shall become the sole property of Landlord upon termination or expiration of the Lease term. Tenant agrees to pay all sums of money in respect of any labor, service, materials, supplies, or equipment furnished or alleged to have been furnished to Tenant in or about the Leased Premises, and not furnished on order of Landlord.

12. INDEMNIFICATION; COVENANTS TO DEFEND AND HOLD HARMLESS.

(A) To the fullest extent permitted by law, Tenant agrees to indemnify Landlord, its officials, employees, contractors, agents, and others acting on its behalf, to hold them harmless, and to defend and protect them, from and against any and all loss, damage, liability, cost, and expense (specifically including reasonable attorneys' fees and other costs and expenses of defense), of any sort whatsoever, based upon, resulting from, or otherwise arising out of and in connection with any actions, claims or proceedings (from any source whatsoever) brought, or any loss, damage or injury of any type whatsoever sustained, by reason of any act or omission of Tenant, its officers, employees, contractors, invitees, or agents, or any other persons or entities for whose acts or omissions Tenant is legally responsible, in the performance of any of Tenant's obligations (whether express or implied) under this Lease.

(B) Tenant, its officers, employees, contractors, agents, and others acting on its behalf agree to indemnify, defend, and hold harmless Landlord, its officials, employees, contractors, agents, and other acting on its behalf from any and all claims, losses, damages, liabilities, causes of action, judgments, costs or expenses, including reasonable attorneys' fees which may be imposed upon or incurred by or asserted against Landlord or its officials, employees, contractors, agents, and others acting on its behalf with respect to any use, nonuse, or condition of the Leased Premises created by the Tenant or its invitees or attributable to the Tenant's use or manner of use of the Leased Premises.

(C) Notwithstanding anything to the contrary in this Lease, Landlord does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Statutes, Chapter 466 or as otherwise provided. Such statutory limited immunity shall apply whether an action, claim, demand, or lawsuit is initiated by Tenant or by any third party. In no event, shall Tenant assert or rely upon such statutory limited liability of Landlord to avoid liability for any act for which Tenant would otherwise be legally responsible.

(D) Nothing in this Lease shall be deemed to limit Landlord's right to have access to the Leased Premises, or to exercise its remedies under the Lease, or to make applications to a governmental entity with respect to the Leased Premises, or to protest taxes or assessments related to the Leased Premises, or to take other similar action with respect to the Leased Premises as a responsible landlord would elect.

(E) The obligations of this paragraph shall survive the expiration or other termination of this Lease.

13. CASUALTY INSURANCE AND WAIVERS OF CLAIMS.

(A) Personal Property Insurance: All personal property kept, maintained, or stored on the Leased Premises shall be kept, maintained, or stored at the sole risk of Tenant. Tenant shall carry insurance for the full insurable value of Tenant's supplies, materials, furnishings, vehicles, equipment, and all other items of personal property of Tenant located on or within the Leased Premises

(B) Liability Insurance. Tenant will keep in force general commercial liability insurance in amount not less than \$1,000,000 per claimant for death, bodily injury, personal injury, property loss, and damages and \$2,000,000 for total personal injury, bodily injury, property loss and damages.

(C) Property Insurance. Landlord will carry insurance during the term of this Lease at its expense for the full insurable value of the Leased Premises, including the building, with the exception of any Tenant improvements, fixtures, and Tenant's personal property located on or within the Leased Premises. Tenant hereby waives and releases all claims, liabilities, and causes of action against Landlord and its officials, employees, contractors, and agents for loss or damage to, or destruction of any tenant improvements, fixtures, and personal property of Tenant, located in, upon or about the Leased Premises.

14. QUIET ENJOYMENT. Landlord warrants that it has full right to execute and to perform this Lease and to grant the rights contained herein, and that Tenant, upon its performance of all of the terms, conditions, covenants and agreements on its part to be observed and performed under this Lease and notwithstanding the use restrictions set forth in paragraph 4 of this Lease and Landlord's shared use of the Leased Premises as detailed on Exhibits A-1 and A-2 may peaceably and quietly enjoy the Leased Premises subject to the terms and conditions of this Lease.

15. ASSIGNMENT OR SUBLETTING. Tenant shall not sublet any portion of the Leased Premises or transfer or assign this Lease without obtaining the prior written consent of Landlord. Landlord's right to assign this Lease is and shall remain unqualified.

16. SALE OR ENCUMBRANCE OF THE PROPERTY. If Landlord sells or otherwise voluntarily conveys the Leased Premises during the term of this Lease, this Lease shall terminate.

17. HOLDING OVER. If Tenant remains in possession of the Leased Premises after the expiration or termination of this Lease, it shall be deemed to be occupying the Leased Premises as a tenant at sufferance, subject to all the conditions, provisions, and obligations of this Lease insofar as the same can be applicable to a tenancy at sufferance.

18. SURRENDER. Upon expiration or termination of this Lease, Tenant shall peaceably surrender the Leased Premises and remove all debris and personal property from the Leased Premises. Tenant shall not remove any of the immovable fixtures. Tenant shall be conclusively deemed to have abandoned any personal property not removed prior to the effective date of the termination of this Lease or Tenant's surrender of the Leased Premises. All debris and personal property may be disposed of by Landlord. Tenant shall be responsible for any disposal costs.

19. ACCESS TO PROPERTY. Tenant agrees to permit Landlord and the authorized representatives of Landlord to enter the Leased Premises at all times including but not limited to for the purpose of inspecting the same and conducting such maintenance and repairs to the Leased Premises as may be desired by Landlord.

Landlord shall furnish Tenant with two sets of keys for the corridor door and permitted room doors at the Leased Premises. Tenant shall not be permitted to have keys made, nor shall Tenant alter any lock or install a new or additional lock or bolts on any door of the Leased Premises without Landlord's prior written consent. Tenant, upon the expiration or earlier termination of this Lease, shall deliver to Landlord all keys.

20. DEFAULT OF TENANT.

(A) Events of Default: The occurrence of any one or more of the following events shall constitute an Event of Default:

(1) Tenant's failure to operate robotics programming at the Leased Premises for a period of 120 days;

(2) Tenant's failure to maintain the insurance required herein, which failure remains uncured for 15 days following the written notice to Tenant of Tenant's failure to perform such obligation;

(3) Tenant's attempt to sublet any portion of the Leased Premises, or assign its interest under this Lease without the written permission of Landlord;

(4) Tenant files or has filed against it any bankruptcy, receivership, or other creditor's action or makes an assignment for the benefit of creditors;

(5) Tenant's failure to fully perform any of its obligations, other than the obligations referenced in subsections (1), (2), (3), or (4) above, which failure remains uncured for 30 days following Landlord's written notice to Tenant of its failure to perform such obligation.

(B) Landlord's Remedies: If an Event of Default occurs, Landlord shall have the following remedies:

(1) Landlord may, but shall not be obligated to, and without notice to or demand upon Tenant and without waiving or releasing Tenant from any obligations of Tenant under this Lease, pay or perform any obligations of Tenant; pay any cost or expense to be paid by Tenant; obtain any insurance coverage and pay premiums therefor; and make any other payment or perform any other act on the part of Tenant to be made and performed as provided for in this Lease, in such manner and to such extent as Landlord may deem desirable, and in exercising any such right, may also pay all necessary and incidental costs and expenses, employ counsel and incur and pay attorneys' fees.

(2) Neither the passage of time after the occurrence of an Event of Default nor Landlord's exercise of any other remedy with regard to such Event of Default shall limit Landlord's right to terminate the Lease by written notice to Tenant.

(3) Landlord may, whether or not Landlord has elected to terminate this Lease, immediately commence summary proceedings in unlawful detainer to recover possession of the Leased Premises. In the event of the issuance of a writ of restitution in such proceeding, upon Landlord's reentry upon and repossession of the Leased Premises, Landlord may remove Tenant and all other persons from the Leased Premises (subject to Tenant's right and responsibility to remove its personal property pursuant to paragraph 16). In the event Landlord reenters the Leased Premises pursuant to this paragraph and Tenant fails to remove its personal property within the time period provided in paragraph 16, all items of personal property not removed by Tenant within said period shall be deemed abandoned, and title thereto shall transfer to Landlord at the expiration of such period or, upon Tenant's vacation of the Leased Premises. These items may be disposed of by Landlord. Tenant shall be responsible for all disposal costs.

(4) In addition to all other remedies of Landlord, Landlord shall be entitled to reimbursement upon demand of all reasonable attorneys' fees which Landlord incurs in connection with any Event of Default.

(5) Landlord may initiate legal proceedings to enforce the provisions of this Lease.

No remedy provided for herein or elsewhere in this Lease or otherwise available to Landlord by law, statute, or equity, shall be exclusive of any other remedy, but all such remedies shall be cumulative and may be exercised from time to time and as often as the occasion may arise.

21. DAMAGE OR DESTRUCTION. If any of the Leased Premises is damaged or destroyed, Landlord has no obligation to repair or rebuild the Leased Premises and may instead opt to terminate this Lease or amend this Lease so that it no longer includes that facility.

22. EMINENT DOMAIN. If the whole or any part of the Leased Premises shall be taken by any public authority under the power of eminent domain, Tenant shall have no claim to, nor shall Tenant be entitled to, any portion of any award, for damages or otherwise. In the event only a portion of the Leased Premises are taken, the Lease shall terminate as to the part taken, and the rent and other charges herein reserved shall be adjusted for the remainder of the Leased Premises.

23. GENERAL.

(A) Relationship of Landlord and Tenant: The Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationships between the parties hereto being that of landlord and tenant under this Lease.

(B) Waiver: No waiver of Landlord's remedies upon the occurrence of an Event of Default shall be implied from any omission by Landlord to take any action on account of such Event of Default, and no express waiver shall affect any Event of Default other than the Event of Default specified in the express waiver and such an express waiver shall be effective only for the time and to the extent expressly stated. One or more waivers by Landlord shall not then be construed as a waiver of a subsequent Event of Default.

(C) Choice of Law: The laws of the State of Minnesota shall govern the validity, performance, and enforcement of this Lease.

(D) Time: Time is of the essence in the performance of all obligations under this Lease.

(E) Notices and Demands. Except as otherwise expressly provided in this Lease, any notice, demand, or other communication under the Lease any related document by either party to the other shall be sufficiently given or delivered if it is dispatched by certified mail, return receipt requested or delivered personally to:

(1) in case of Tenant
Minneapolis Urban Robotics Alliance
6417 Penn Ave S, Suite 8, IPMB 1019
Minneapolis, MN 55423
Attn: Tim Dirr

(2) in the case of Landlord:
Minneapolis Public Schools
Special School District No. 1

1250 West Broadway Avenue
Minneapolis, MN 55411
Attn: Real Estate Office

With a copy to:

General Counsel
Minneapolis Public Schools
1250 West Broadway Avenue
Minneapolis, MN 55411

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph 20.

(F) Entire Agreement and Amendment: This Lease constitutes the entire agreement between Landlord and Tenant affecting the Leased Premises and there are no other agreements, either oral or written, between the parties other than said documents and as are herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and executed in the same form and manner in which this Lease is executed. If Tenant either leases an additional room on the Leased Premises from Landlord or vacates a room listed on Exhibits A-1 or A-2, this Lease will need to be amended and Exhibits A-1 or A-2 replaced.

(G) Successors and Assigns: The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(H) Severability. Each provision of this Lease is intended to be severable. If a provision of this Lease is held by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Lease.

(I) Authority to Execute. Each party represents and warrants to the other that (i) it has the full right, power and authority to execute this Lease and has the power to grant all rights hereunder; (ii) its execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on said party; and (iii) the execution and delivery of this Lease, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provision of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

IN WITNESS WHEREOF, Landlord and Tenant have caused these presents to be executed in form and manner sufficient to bind them at law, as of the day and year first above written.

**MINNEAPOLIS URBAN ROBOTICS
ALLIANCE**

By: TIM DIRR

Its: PRESIDENT

Date: 9/18/2025

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Its: _____

Date: _____

EXHIBIT A-1

Leased Premises (floor 1)



First Floor Plan

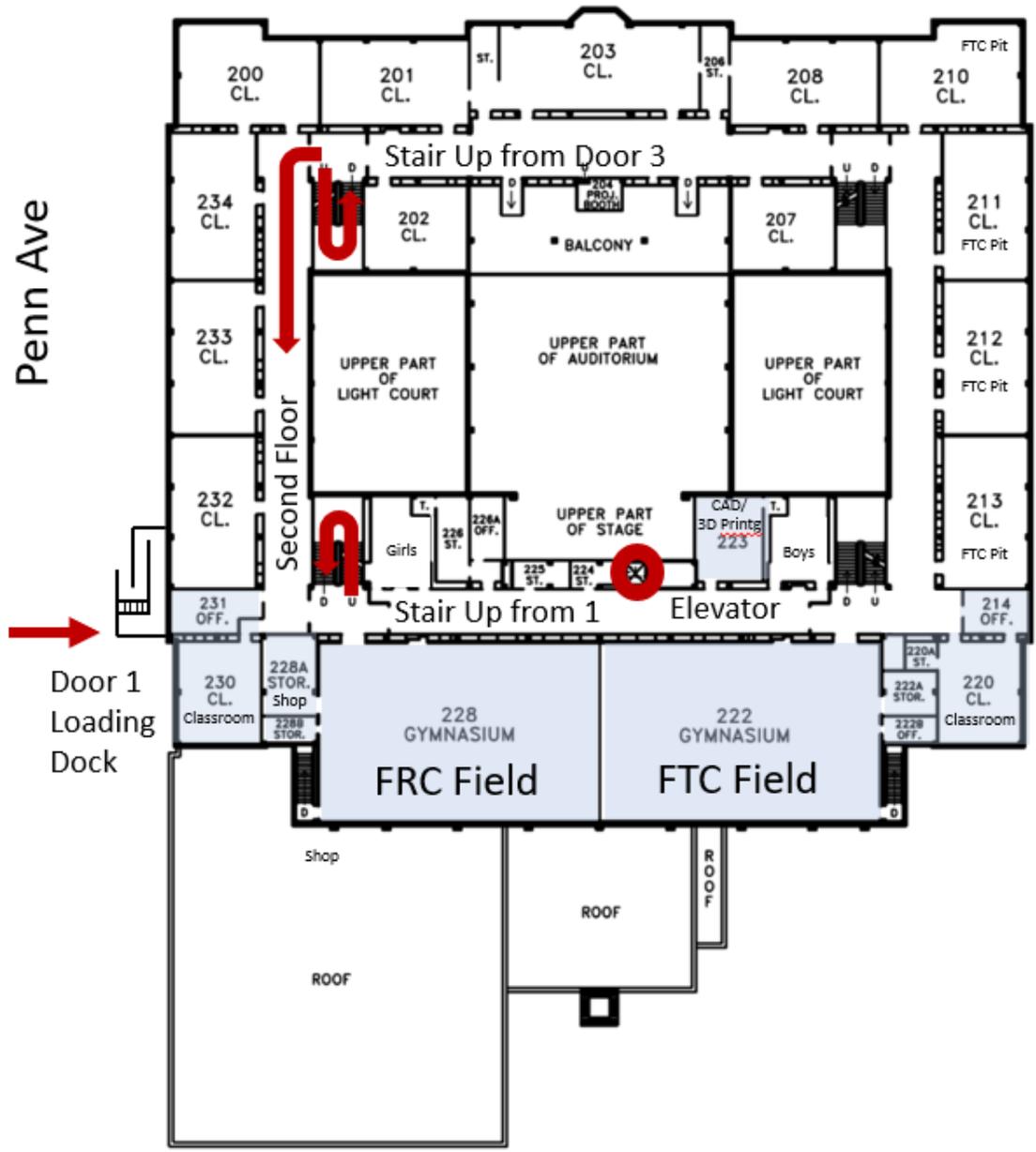
■ MURA permitted rooms

EXHIBIT A-2

Leased Premises (floor 2)

Enter thru Door 3
on First Floor

12th Ave North



 MURA permitted rooms

EXHIBIT B

Services Schedule and Fees

Weekly Schedule:

Tuesday 6 pm – 9 pm

Thursday 6 pm – 9 pm

Saturday 9 am – 5 pm

MURA will be unable to access the premises the following dates due to elections:

Tuesday, August 12, 2025

Tuesday, November 4, 2025

Tuesday, August 11, 2026

Tuesday, November 3, 2026

Tuesday, August 10, 2027

Tuesday, November 2, 2027

Cost:

No cost for rent or custodial time listed in Exhibit B or Facility Permits shall be charged by Landlord under this Lease.

Additional requested hours -

Facility Permit: Additional requested hours, outside Exhibit B, must be submitted through the District's facilities reservation website at <https://minneapolis.ce.eleyo.com>. Applications must be submitted no later than 10 working days in advance of an event. Applicants will be notified by e-mail if the request has been approved or denied.

Callbacks: For any unforeseen hours outside of the hours listed in Exhibit B, the tenant must contact the District Communications Center at 612-668-0322. Failure to securely close the building and activate the alarm may result in additional tenant charges for custodial time as follows:

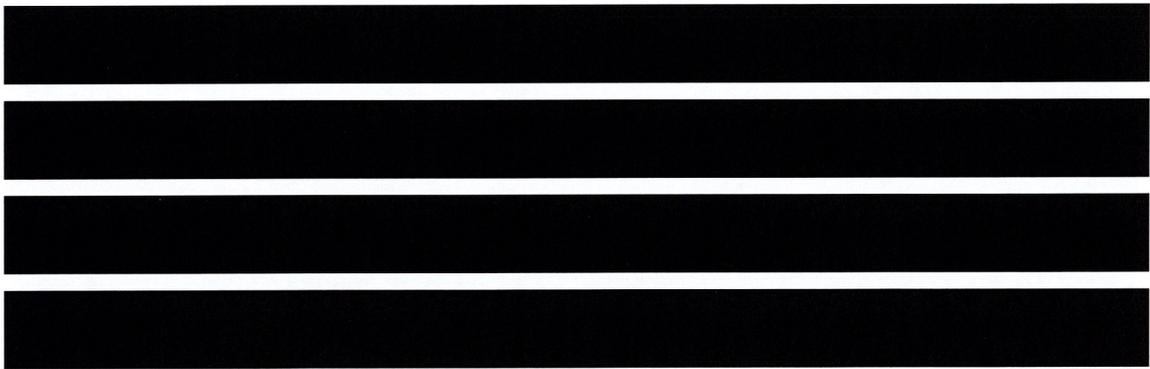
- For callbacks on Sundays and holidays shall be paid at the rate of two (2) times the regular rate of pay for the greater of two (2) hours or the actual hours worked.
- For callbacks on any day other than Sundays and holidays, employees shall receive one and one half (1 ½) times their regular rate of pay for the greater of two (2) hours or the actual hours worked. This includes failure to set alarm.
- Custodian Rate with Fringe & Benefits= \$47.00 per hour
- Custodian Overtime Fringe & Benefits= \$55.00 per hour



Checklist for Cooperative Sponsorship

Deadline: Not Later than 30 days prior to the first day of practice for that sport season.
 PLESAAE SEE BYLAW 403.2(a-c) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION
 AND APPLICATION PROCEDURE

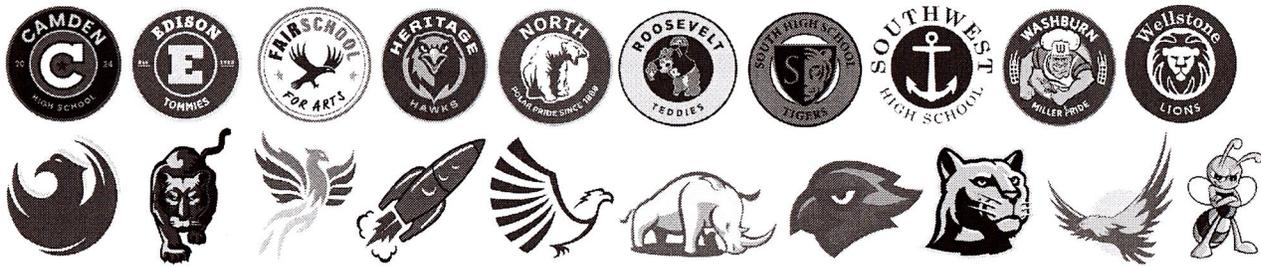
- School Athletic Director Submission: Action - School Athletic Directors must complete the appropriate MSHSL Cooperative Sponsorship application and gain approval from all the School Athletic Directors associated within the proposed cooperative sponsorship agreement.
- School Athletic Director Submission: Action - The cooperative sponsorship agreement must be accompanied by the following items: Sign-up sheets from each high school wanting to join said cooperative sponsorship, copies of all fliers posted around the school(s) and shared with each respective school community, along with all translated versions as well. Translations must be based on the school's demographics.
- School Athletic Director Submission: Action - School Athletic Directors must obtain signatures from the hosting high school and each partnering high school that seeks to be considered within said cooperative sponsorship agreement.
- School Athletic Director Submission: Action - School Athletic Directors must obtain signatures from the MPS Associate Superintendent with oversight of each high school seeking to be considered within said cooperative sponsorship agreement.
- School Athletic Director Submission: Action - A survey must be administered to the female student body at each respective school site seeking to participate in said cooperative sponsorship. That survey has been linked [here](#).
- Leadership Team Approval: Action - School Athletic Directors must obtain signatures from the MPS Associate Superintendent with oversight of each high school seeking to be considered within said cooperative sponsorship agreement.



- Senior Leadership Team Final Review: Action - School Athletic Directors will be required to compile all of the above documentation and submit to the Senior Leadership Team for final review prior to School Board submission.
- School Board Approval: Action - School Athletic Directors will be required to compile the following documents for School Board approval: Each member school participating in a cooperative sponsorship must register and pay as an individual school to participate in each cooperatively sponsored activity.
- School Board Approval: Action - School Athletic Directors will be required to compile the following documents for School Board approval: The governing boards of participating member schools must jointly make the application to the League Board of Directors. 1) The request must include a resolution adopted by each board of education stating the purpose for sponsoring a joint team or activity. 2) Each application for a cooperative sponsorship must include the requirements as identified in 403.2.A. 3) Deadline for Application: Requests for a cooperative sponsorship must be submitted to the League not later than 30 days prior to the first day of practice for that sport season to be considered for that sport season. Decisions for applications for cooperative sponsorship activities will be determined by the League at the next Board of Directors meeting.

- School Board Approval: Cooperative sponsorship agreements must be for a minimum of two years. Cooperative sponsorship agreements will be continuous following the first two-year agreement unless an application for dissolution is submitted as outlined in MSHSL Bylaw 403.8.
- School Board Approval: Action - Any member school(s) who adds a co-op later than 30 days prior to the first day of practice in that sport may request the Board of Directors to review the request as identified in 403.2.B.

Required Approvals	School	Date
School Athletic Directors		
Signed: <u>Jared Mont</u> Host School #1 Athletic Director	<u>Southwest</u>	<u>10/7/25</u>
Signed: <u>B. Paul</u> Host School #2 Athletic Director	<u>WASHBURN</u>	<u>10-7-25</u>
Signed: <u>AP. FL</u> Host School #3 Athletic Director	<u>Roosevelt</u>	<u>10/7/25</u>
Signed: _____ Host School #4 Athletic Director	_____	_____





Minnesota State High School League
 2100 Freeway Blvd., Brooklyn Center, MN 55430-1735
 763-560-2262, Fax: 763-569-0499



Application for Cooperative Sponsorship

Deadline: Not Later than 30 days prior to the first day of practice for that sport season.
 PLEASE SEE BYLAW 403.2(a-c) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION
 AND APPLICATION PROCEDURE

On behalf of the following schools, we hereby apply for cooperative sponsorship of..... Dance
 beginning with the..... 2025-26 school year

List ALL schools included in the cooperative sponsorship.

	School	Enrollment (9-12)*	City	Administrative Region**	Competitive Section**
High School #1	Southwest	1144	MPIS	GAA	
High School #2	Washburn	1620	MPIS	GAA	2
High School #3	Roosevelt	1330	MPIS	GAA	
High School #4					
High School #5					
High School #6					
High School #7					
High School #8					
High School #9					
High School #10					

*Enrollment reported to the State of Minnesota on October 1st of the previous school year.

**Current (Number and Class)

- Do any of the above schools belong to a conference in this activity?
 Yes (This application must include a review and comments from the conference(s) of which the schools are members)
 No
- Do any of the above schools currently have a cooperative agreement in this activity?
 Yes (An application for dissolution must be submitted for the existing agreement)
 No
- Describe the conditions in the space provided below which have prompted your request to co-sponsor this activity.

See model resolution at www.mshsl.org/AboutMSHSL/Membership Information: A History & Model Resolution for School Boards

Interest in Dance growth.

- List the number of students, by grade level, who participated in this activity during the previous year.
 If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively sponsored activity this year if approved.

	7th	8th	9th	10th	11th	12th	Totals
High School #1				3	5	3	11
High School #2					2	1	3
High School #3			3	6	4	2	15
High School #4							
High School #5							
High School #6							
High School #7							
High School #8							
High School #9							
High School #10							

5. Team Identification:

(Indicate how cooped schools should be identified in tournament programs)

6. Team Colors:

Black/White

Team Mascot:

NA

7. Host School:

Southwest

(School that will receive revenue share check)

Required Approvals

School Principal(s) and appropriate Associate Superintendent(s)

School

Date

SW
Washburn
Roosevelt

Signed: [Signature]
Host School #1 Principal

Mpls Southwest

10-7-25

Signed: [Signature]
Host School #2 Principal

Mpls Washburn

10-7-25

Signed: [Signature]
Host School #3 Principal

Roosevelt

10/6/25

Signed: _____
Host School #4 Principal

Signed: [Signature]
Associate Superintendent Dr. Shawn Harris-Berry

Associate

10/8/25

Signed: [Signature]
Associate Superintendent Yusuf Abdullah

Associate

10-8-25

Signed: [Signature]
Associate Superintendent Dr. Wimetria Gassy

Associate

10-8-24

Signed: _____
MPS Board of Education (or designee)

Signed: _____
MPS Board of Education (or designee)

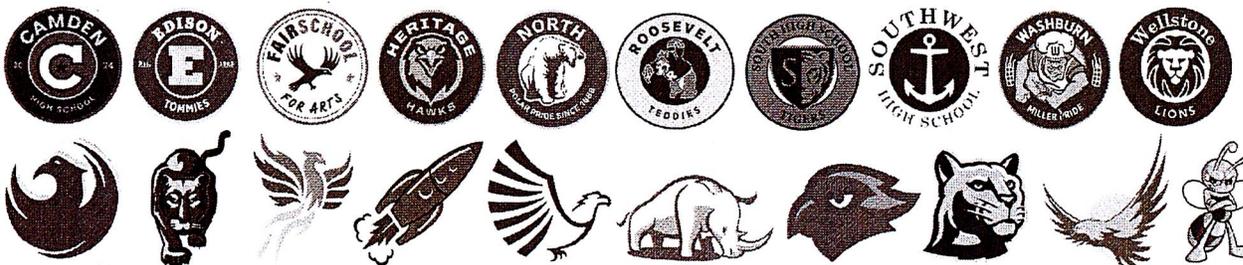
Official Action of the MSHSL Board of Directors

Approved

Not Approved

Signed: _____
MSHSL Executive Director

Date: _____



**MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2025-0044**

RESOLUTION AMENDING POLICY 5741

WHEREAS, The proposed revisions are required to align with state or federal law and/or regulation.

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

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

SECTION 1: AMENDMENT “Policy 5741: Special Education Placement (SEPP)” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

BEFORE AMENDMENT

Policy 5741: Special Education Placement (SEPP)

1. PURPOSE

The purpose of this policy is to ensure that Minneapolis Public Schools offer a Free, Appropriate Public Education (FAPE) when considering the placement of all of its students with special needs.

2. GENERAL STATEMENT OF POLICY

It is the school district’s policy that due process rights and procedural safeguards for parents or guardians and students set forth in the Individuals with Disabilities Act (IDEA) are implemented. SEPP ensures that these rights and procedures are followed in the placement of students with special education needs.

3. SEPP PROCEDURES

- a. SEPP provides enrollment procedures for students in need of special education services entering MPS from another school district or transferring between MPS programs, schools or levels of service.
- b. SEPP is based on four controlling legal principles:
 - i. Special education students, like general education students, are entitled to receive educational services immediately upon registering in MPS;
 - ii. Special education services for students ages three through twenty-one (3-21) cannot be provided without an Individual Education Program (IEP);
 - iii. MPS must provide services comparable to those described in a valid and current IEP from a school district in another state, unless a special education evaluation applying Minnesota eligibility criteria is

completed and it is determined that the student is not eligible for special education services in Minnesota; and

- iv. MPS must provide services comparable to those described in a valid and current IEP from another Minnesota school district unless the MPS IEP team agrees to change the IEP.
- c. Final placement decisions for students with special needs are the responsibility of the IEP Team which includes the student and/or the student's parent or guardian. The assigned MPS school or program site is responsible for providing the educational services required in a student's IEP.

Original Adoption:

12/13/77

Revision Dates:

6/12/1984, 6/27/2000, 03/13/2007, 08/09/2011, 06/21/2018

Legal References:

- 20 U.S.C. § 1414(d)(2)(C)(i) [Individuals with Disabilities Education Improvement Act of 2004]
- Minn. Stat. § 125A.08 (Individualized Education Programs)
- Minn. Rules 3525.3010 (Educational Placement)

MPS Policy Cross References:

- Policy 5120 (Age of Entrance)
- Policy 5260 (School Attendance Areas)
- Policy 5262 (School Choice And Assignment Of Students To Schools)
- Policy 5700 (Special Education)

AFTER AMENDMENT

Policy 5741: Special Education Placement (SEPP)

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MPS programs, schools or levels of service.

- b. SEPP is based on four controlling legal principles:
 - i. Special education students, like general education students, are entitled to receive educational services immediately upon registering in MPS;
 - ii. Special education services for students ages three ~~through twenty-one (3-21)~~ until the student becomes twenty-two (22) years old cannot be provided without an Individual Education Program (IEP);
 - iii. MPS must provide services comparable to those described in a valid and current IEP from a school district in another state, unless a special education evaluation applying Minnesota eligibility criteria is completed and it is determined that the student is not eligible for special education services in Minnesota; and
 - iv. MPS must provide services comparable to those described in a valid and current IEP from another Minnesota school district unless the MPS IEP team agrees to change the IEP.
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Original Adoption:

12/13/77

Revision Dates:

6/12/1984, 6/27/2000, 03/13/2007, 08/09/2011, 06/21/2018

Legal References:

- 20 U.S.C. § 1414(d)(2)(C)(i) [Individuals with Disabilities Education Improvement Act of 2004]
- Minn. Stat. § 125A.08 (Individualized Education Programs)
- [Minn. Stat. § 125A.03 \(Special Instruction for Children with a Disability\)](#)
- Minn. Rules 3525.3010 (Educational Placement)

MPS Policy Cross References:

- Policy 5120 (Age of Entrance)
- Policy 5260 (School Attendance Areas)
- Policy 5262 (School Choice And Assignment Of Students To Schools)
- Policy 5700 (Special Education)

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

	AYE	NAY	ABSENT	ABSTAIN
Abdi	_____	_____	_____	_____
Beachy	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Emerick	_____	_____	_____	_____
Callahan	_____	_____	_____	_____
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**



MINNEAPOLIS
PUBLIC SCHOOLS

Resolution: 2025-0045

October 14, 2025

Resolution regarding a definition and next steps for the transformation process

WHEREAS, in December 2023, the Board adopted Resolution 2023-0072, initiating a school transformation process; and

WHEREAS, the directives provided in Resolution 2023-0072 have been completed; and

WHEREAS, the Board held two retreats in June and August 2025 to discuss next steps in the school transformation process.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby approves the following definition for the transformation process:

MPS' transformation is a district-wide effort to reimagine a district where every student thrives – academically, socially, and emotionally – through a holistic, culturally sustaining education that engages and prepares contributing citizens.

FURTHER BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) directs the Superintendent to provide initial information, by the end of April 2026, on the following topics:

1. Cost/benefit analysis for any physical changes, with rationale
2. Consolidation of schools/sites/programs
3. Closing of schools/sites
4. Repurposing schools/sites
 - a. Impact to class sizes and programming (arts, languages, etc.) and any unforeseen costs
5. Determine what buildings are most feasible for inclusive special education (sensory room, co-teaching, flexible use spaces, use of Universal Design for Learning practices)
6. Advantages/disadvantages and K-8 schools including:

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



MINNEAPOLIS
PUBLIC SCHOOLS

Resolution: 2025-0045

October 14, 2025

- a. Test score comparisons
 - b. Behavioral concerns
 - c. Retention
 - d. Programming (academic, electives, after school, etc.)
7. Increasing enrollment to reach the sweet spot – looking at varying pathways, increasing early childhood, possible K-8's, potential impacts, recommendations from the Dual Immersion Language Task Force, and for existing magnet programs outside of dual language, lowering class sizes, marketing, investing near charters, open enrollment, and guaranteeing more music/arts.
 8. Create strategies for attracting new families highlighting dual language programs, IB, etc.
 9. MPS' academic pathways and an enrollment strategy with a focus on stability, equity, and long-term sustainability that includes increased K-8 models and a more flexible, open enrollment model that promotes autonomy and choice.
 10. Strategies for creative community engagement opportunities across the district (ex. Door knocking).
 11. Examine area meetings.
 12. Look at the same conversation starters and pieces across the city.
 13. When seeking information from a group, we need conversation from and with those people – not consulting groups (i.e., work directly with those who are disabled when designing Special Education).

ADOPTED this 14th day of October 2025.

Collin Beachy, Chair

Lori Norvell, Clerk

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



MINNEAPOLIS
PUBLIC SCHOOLS

Resolution: 2025-0045

October 14, 2025

RECORD OF BOARD VOTE

DIRECTOR	MOVE	SECOND	AYE	NAY	ABSTAIN	ABSENT
Abdi						
El-Amin						
Skjefte						
Cerrillo						
Norvell						
Callahan						
Beachy						
Ellison						
Emerick						