Regular Business Meeting and Truth-in-Taxation Meeting

Tuesday, December 9, 2025 6:00 PM
Board Assembly Room, 1250 West Broadway Avenue, Minneapolis, Minnesota 55411

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

2) **Adoption of the Agenda**

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

4) **Public Comments**

5) **Recess**

6) **Fiscal Year 2024-2025 Financial Audit**

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

7)a. Presentations and Updates

7)b. Recommendations and Resolution First Readings

7)b.1. 2026 Legislative Agenda

7)b.2. Resolution on Fiscal Year 2026-2027 Budget Values and Priorities

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. November 18, 2025 Special Business Meeting

8)a.2. Personnel Items

8)a.2.a. Approval of List A personnel matters (2025-12-ER-A)

8)a.2.b. Approval of List B personnel matters (2025-12-ER-B)

8)a.3. Acceptance of Gifts and Donations December (2025-0054)

8)a.4. Contracts

8)a.4.a. Contract with Archer Mechanical (2025-4400003486)

8)a.4.b. Contract with Archer Mechanical (2025-440003487)

8)a.4.c. Contract with Archer Mechanical (2025-4400003488)

8)a.4.d. Contract with Archer Mechanical (2025-4400003489)

8)a.4.e. Contract with Archer Mechanical (2025-4400003490)

8)a.4.f. Contract with Archer Mechanical (2025-4400003491)

8) a.4.g. Amendment to contract 2025-4400003266 with College Tutors
8) a.4.h. Amendment to contract 2025-4400003456 with Greene Espel PLLP
8) a.4.i. Contract with H&B Specialized Products, Inc (2025-4400003493)
8) a.4.j. Amendment to contract with Indrotec (2025-4400003081)
8) a.4.k. Amendment to contract with LSE Architects (2025-4400002923-5)
8) a.4.l. Amendment to contract with Mansfield Oil (2025-4400003081)
8) a.4.m. Amendment to contract with Miller Dunwiddie Architects (2025-4400002040-1)
8) a.4.n. Amendment to contract 2025-4400003329 with Project for Pride in Living - MERC
8) b. Approval of the 2025-2027 Collective Bargaining Agreement between Special School District No. 1, and Minneapolis Federation of Educators, Local 59, Education Support Professionals (2025-12-ER-CBA-ESP)
8) c. Approval of the 2025-2027 Collective Bargaining Agreement Between Special School District No. 1, and Minneapolis Federation of Educators, Local 59 Teacher Chapter (2025-12-ER-CBA-MFE)
8) d. Approval of the 2025-2027 Collective Bargaining Agreement Between Special School District No. 1, and Minneapolis Federation of Educators Local 59 Adult Education (2025-05-ER-CBA-AE)
8) e. Certification of Final Property Tax Levies 2025 Payable 2026 (2025-0053)
8) f. Lease with the Minneapolis Park and Recreation Board for softball fields
8) g. Resolution Relating to General Obligation School Building Bonds, Series 2025A; Awarding the Sale Thereof; Prescribing the Form and Details Thereof; and Authorizing the Issuance Thereof (2025A)
8) h. Resolution Relating to General Obligation Long-Term Facilities Maintenance Bonds, Series 2025B; Awarding the Sale Thereof; Prescribing the Form and Details Thereof; and Authorizing the Issuance Thereof (2025B)
8) i. Resolution Relating to General Obligation Refunding Bonds, Series 2025C; Awarding the Sale Thereof; Prescribing the Form and Details Thereof; and Authorizing the Issuance Thereof (2025C)
9) **New Business**

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

11) **Adjournment**

Minneapolis Public Schools

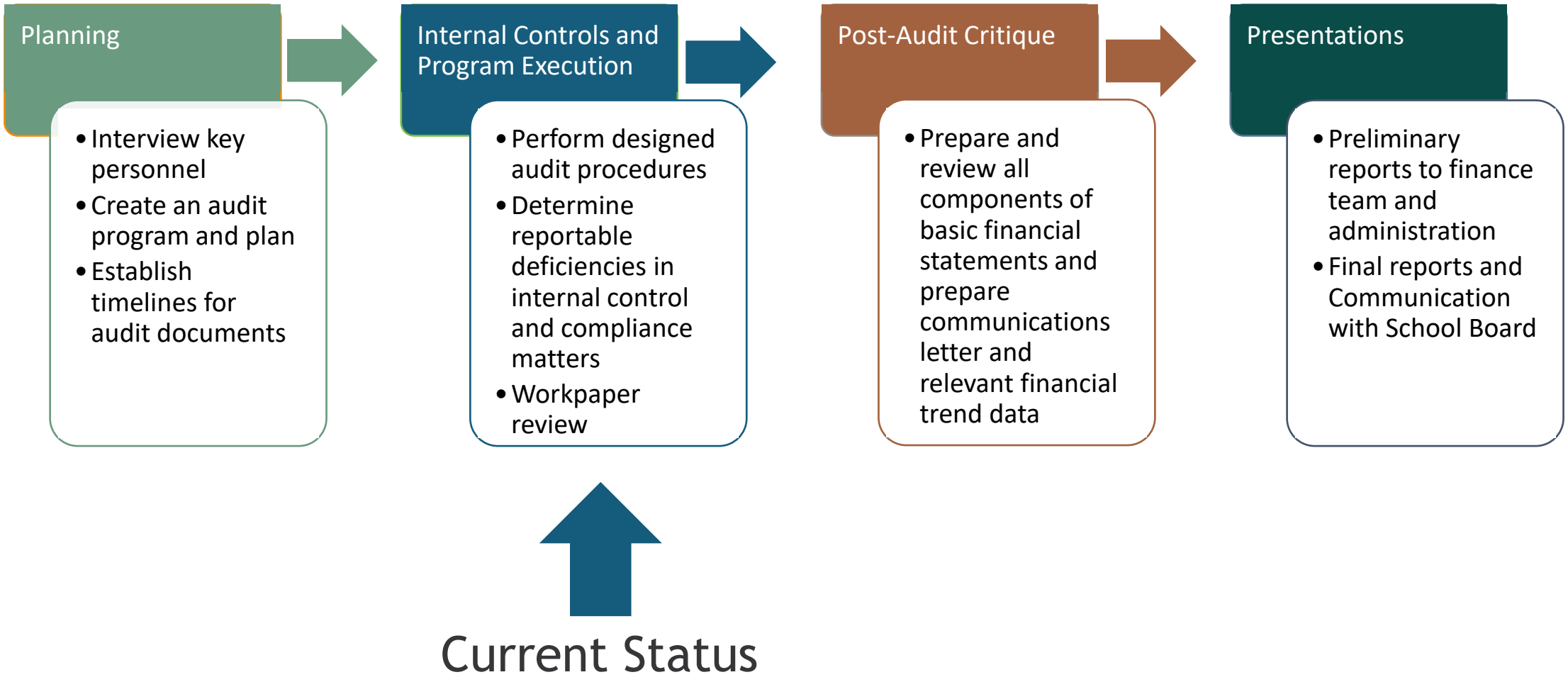
Audit Update

bergankDV
AUDIT & ATTEST

Agenda

- Audit Process
- Delays
- Questions

Audit Process



Delays

- Final Trial Balance
  - Due 10/27/25
  - Received 12/9/25
- Schedule of Expenditures of Federal Awards and Grants Receivable
  - Due 10/27/25
  - Received 12/3/25
- State Aid Receivable and Revenue Reconciliations
  - Due 10/27/25
  - Received 11/20/25

Delays

- Internal Service Fund Reconciliation
  - Due 10/27/25
  - Received 11/19/25
- Capital Assets
  - Due 10/27/25
  - Not yet received
- Fund Balance Workpaper and Calculations
  - Due 10/27/25
  - Not yet received

Questions

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

Superintendent's Report

Regular Business Meeting

December 9, 2025

MINNEAPOLIS PUBLIC SCHOOLS

Superintendent's Update

Superintendent Dr. Lisa Sayles-Adams

MINNEAPOLIS PUBLIC SCHOOLS

Proposed Property Tax Levy

(Truth-in-Taxation Meeting)

Executive Director of Finance
Tariro Chapinduka

MINNEAPOLIS PUBLIC SCHOOLS

Purpose

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

Levy Basics

- School levy authority in established in state statute.
- Levy includes items authorized by statute and voter-approved referendums.
- The 25 Pay 26 levy will provide funding for the FY27 school year.
- MPS receives payments after the May and October collections from Hennepin County.
- The levy amount can only decrease after September 30.

Factors Impacting Levy Amounts

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

Property Tax Levy Summary

- The overall levy for taxes paid in calendar year 2026, for district revenue in fiscal-year 2027, of $280.3M is $1.2M higher than last year's levy of $279.1M (.42% increase)
- Operating levies for the General Fund and Community Education are decreasing .04%, or $67.9K

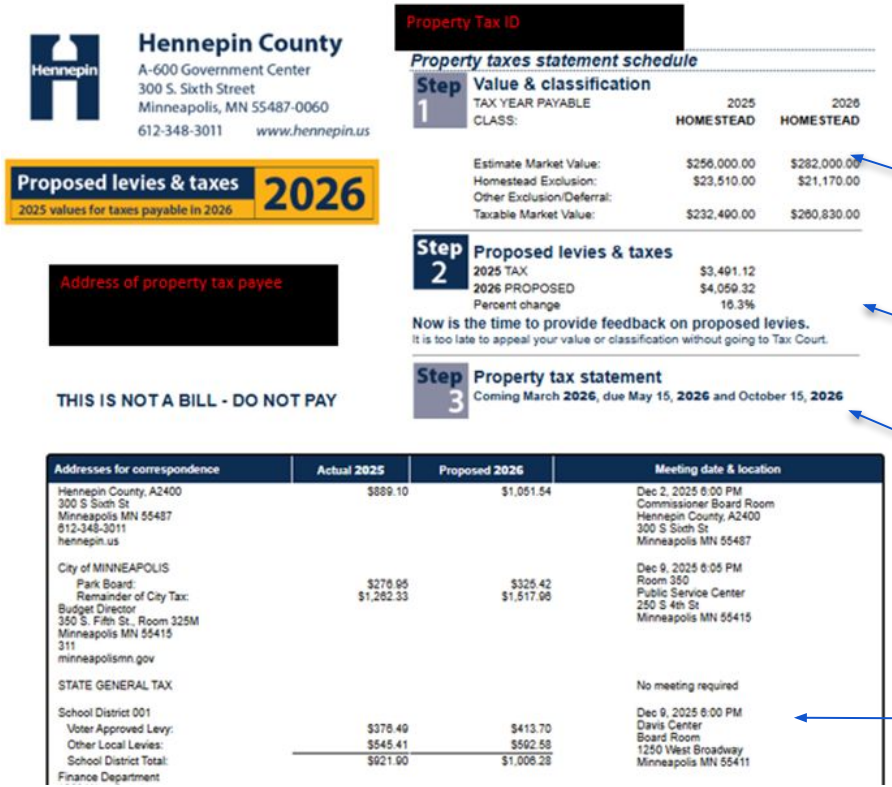
Current vs Proposed Property Tax Levy

	FY26 Levy	FY27 Levy	YOY Change $	YOY Change %
General Fund	$172.44M	$172.85M	$414K	.24%
Community Service Fund	$5.4M	$4.9M	-$482K	-8.9%
Operating Levies	**$177.86M**	**$177.79M**	**-$67.9K**	**-.04%**
Debt Service Fund	$101.2M	$102.4M	$1.2M	1.22%
Total Property Tax Levy	**$279.1M**	**$280.3M**	**$1.2M**	**.42%**

Property Tax Levy as a % of Expenditures

	FY26 Levy	% of Exp Budget	FY27 Levy	% of Exp Budget
General Fund	$172.4M	27.4%	$172.85M	23.2%
Community Service Fund	$5.4M	16.7%	$4.9M	13.2%
Operating Levies	**$177.86M**	**26.8%**	**$177.79M**	**24.2%**
Debt Service Fund	$101.2M	100.0%	$102.4M	100.0%
Total Property Tax Levy	**$279.1M**	**36.5%**	**$280.3M**	**36.7%**

Proposed Property Tax (Truth In Taxation) Statement



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

Proposed levies & taxes **2026**
2025 values for taxes payable in 2026

Address of property tax payee

THIS IS NOT A BILL - DO NOT PAY

Property Tax ID

Property taxes statement schedule

Step 1 Value & classification

TAX YEAR PAYABLE	2025	2026
CLASS:	HOMESTEAD	HOMESTEAD
Estimate Market Value:	$256,000.00	$282,000.00
Homestead Exclusion:	$23,510.00	$21,170.00
Other Exclusion/Deferral:		
Taxable Market Value:	$232,490.00	$260,830.00

Step 2 Proposed levies & taxes

2025 TAX	$3,491.12
2026 PROPOSED	$4,059.32
Percent change	16.3%

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

Step 3 Property tax statement
Coming March **2026**, due May 15, **2026** and October 15, **2026**

Addresses for correspondence	Actual 2025	Proposed 2026	Meeting date & location
Hennepin County, A2400 300 S Sixth St Minneapolis MN 55487 612-348-3011 hennepin.us	$889.10	$1,051.54	Dec 2, 2025 6:00 PM Commissioner Board Room Hennepin County, A2400 300 S Sixth St Minneapolis MN 55487
City of MINNEAPOLIS			Dec 9, 2025 6:05 PM Room 350 Public Service Center 250 S 4th St Minneapolis MN 55415
Park Board:	$276.95	$325.42	
Remainder of City Tax:	$1,282.33	$1,517.96	
Budget Director 350 S. Fifth St., Room 325M Minneapolis MN 55415 311 minneapolismn.gov			
STATE GENERAL TAX			No meeting required
School District 001			Dec 9, 2025 6:00 PM Davis Center Board Room 1250 West Broadway Minneapolis MN 55411
Voter Approved Levy:	$376.49	$413.70	
Other Local Levies:	$545.41	$592.58	
School District Total:	$921.90	$1,006.28	
Finance Department			

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

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

Step 3: These are the key dates, March 2026 (Hennepin county will send the final statement); May 15th, 2026 and October 15th, 2026 (taxes are due).

Minneapolis Public Schools actual 2025 taxes paid (left column) and the proposed 2026 taxes (right column).

MINNEAPOLIS PUBLIC SCHOOLS

Estimated Impact on Taxpayers

Residential

Estimated Market Value (EMV)	Increase in Property Taxes ($)	Increase in Property Taxes (%)
150,000	7	1.3%
200,000	10	1.3%
250,000	12	1.3%
300,000	14	1.3%
350,000	17	1.3%
400,000	19	1.3%
450,000	22	1.3%
500,000	24	1.3%
600,000	24	1.0%
650,000	24	0.9%
700,000	24	0.8%
750,000	24	0.8%
800,000	24	0.7%
850,000	24	0.7%
900,000	24	0.6%
950,000	24	0.6%
1,000,000	24	0.6%

Commercial

Estimated Market Value (EMV)	Decrease in Property Taxes ($)	Decrease in Property Taxes (%)
250,000	-$66	-6.2%
500,000	-105	-4.8%
750,000	-144	-4.3%
1,000,000	-184	-4.1%
1,250,000	-223	-3.9%
1,500,000	-262	-3.8%
1,750,000	-301	-3.8%
2,000,000	-340	-3.7%
2,250,000	-379	-3.7%
2,500,000	-418	-3.7%
5,000,000	-809	-3.5%
10,000,000	-1591	-3.5%

Questions/Discussion

Current School Year Budget

(Truth-in-Taxation Meeting)

Executive Director of Finance
Tariro Chapinduka

MINNEAPOLIS PUBLIC SCHOOLS

Operating Revenue (FY26)

in millions

	FY26 Original Budget Total	Amendment	FY26 Amended Budget Total
General Education Aid	$ 329.8	$ 3.3	$ 333.1
Special Education Aid	$ 114.6		$ 114.6
Property Tax Levy	$ 172.4		$ 172.4
Other Federal Funds	$ 58.9	$ (4.9)	$ 54.0
State, Local & Private Grants	$ 4.9		$ 4.9
Other Revenue	$ 23.1		$ 23.1
General Fund Revenue	**$ 703.9**	**$ (1.7)**	**$ 702.2**
Food Service Fund	$ 23.6	$ 0.1	$ 23.7
Community Service Fund	$ 35.3		$ 35.3
Total Operating Revenue	**$ 762.7**	**$ (1.5)**	**$ 761.2**

FY26 has adjusted the budget for additional Compensatory funding and grant adjustments.

Operating Expenditures (FY26)

in millions

	FY26 Original Budget Total	Amendment	FY26 Amended Budget Total
General Operating	$ 641.6	$ (1.6)	$ 640.0
Grants	$ 63.9	$ (4.9)	$ 59.0
Funded Programs	$ 23.0		$ 23.0
General Fund Expenditures	**$ 728.5**	**$ (6.5)**	**$ 722.0**
Food Service Fund	$ 25.1		$ 25.1
Community Service Fund	$ 38.9	$ 1.4	$ 40.3
Total Operating Expenditures	**$ 792.5**	**$ (5.1)**	**$ 787.4**

FY26 has had a funding change from General to Community Service as well as other grant adjustments in the General fund.

Operating Income and General Fund Balance (FY26)

In its current form, the district would expect to post a $20.7M loss in FY26, as well as a required $1.5M transfer to the Food Service Fund.

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

in millions

		General Fund (F01) FY26 Amended Budget
Starting Fund Balance (unaudited)	**$**	**113.70**
Revenue	$	702.2
Expenditures	$	722.0
Fund Transfers	$	(0.9)
Change in Fund Balance	**$**	**(20.7)**
Projected Fund Balance	**$**	**93.0**

Non-Operating Funds (FY26)

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

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

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

in millions

		FY 26 Amended Budget
Capital Projects Fund		
Bond Issuance Revenue	$	90.0
Project Expenditures	$	155.4
Change in Fund Balance	**$**	**(65.4)**
Debt Service Fund		
Property Tax Levy Revenue	$	101.2
Debt Payment Expenditures	$	101.2
Change in Fund Balance	**$**	**-**

Questions/Discussion

2026 Legislative Agenda

Director of Government Relations/Lobbyist Josh Downham

MINNEAPOLIS PUBLIC SCHOOLS

2025-2026 Biennium

2025 Budget Session

- Adopted a two-year budget covering the current school year and next school year
- Maintained linking of the general education formula to inflation
- Increased English Learner aid will take effect in fiscal year 2027
- Adopted a one-year fix for the undercounting of eligible students for compensatory revenue (2025-26 school year)
- Reduced special education transportation, library aid, student support personnel aid and several grant funds
- Set-up a commission to find $250 million in special education savings or special education cross subsidy reduction aid will be reduced by $125 million annually

State Facing Economic U-Turn

- In February 2025, MN state budget forecast showed a modest surplus for fiscal years 2026 and 2027 and a $5.9 billion shortfall for fiscal years 2028 and 2029.
- In response, Governor and Legislature slowed the growth in human services funding and education funding. Total cut to education = $420 million.
- Overall funding for schools is increasing but at a slower pace due to the 2025 legislative changes.
- An aging population and rapidly rising health care costs are contributing to the growing gap between state tax revenue and state expenditures.
- By fiscal year 2030, state health care spending will leapfrog education as the single largest state expenditure category.

December 2025 State Budget Forecast

- State budget forecast for fiscal years 2026-27 is projected to be a surplus of $2.4 billion
- State budget forecast for fiscal years 2028-29 is projected to be a deficit of $3 billion assuming the state does not spend any of the $2.4 billion surplus
- During the 2026 legislative session, no changes to state spending will be required since the state is projecting a surplus for the current (2026-27) biennium
- Slower than expected job growth, consumer spending and business investments impacting future economic growth
- Human services cost growth continues to outpace previously forecasted costs

Ensure Stable, Predictable Funding

- Rescind the $250 million cut to special education
- Address the undercounting of students eligible for compensatory revenue
- Allow elected school boards to renew existing capital projects levies
- Increase safe school revenue to $100 per pupil
- Fund ongoing unemployment insurance costs for hourly school workers

Update Special Education Policy

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

The District's Mission, Vision and values - Legislation

- Holistically address school and community safety by banning assault style weapons, large magazines and binary triggers, support safe gun storage and investing in supports for students
- Transfer district of residence to the serving district after one year for students who open enroll
- Enhance protections for newcomer students
- Support funding for the principals' survey
- Work with local government partners to expand access to affordable housing and invest in neighborhoods and families.

Questions/Discussion

Special School District Number 1
Board of Education Resolution

Resolution: 2026-0012
January 13, 2026

MINNEAPOLIS
PUBLIC SCHOOLS

Resolution Approving the 2026 Legislative Agenda

WHEREAS, schools should be safe and welcoming to all students; and

WHEREAS, federal funding of key investments in public schools are in jeopardy; and

WHEREAS, the 2025 Legislature cut Special Education funding for schools starting in fiscal year 2028; and

WHEREAS, compensatory revenue funding formula changes will negatively impact many MPS schools; and

WHEREAS, state Special Education tuition billing laws unnecessarily pit districts against districts and ultimately families against families; and

WHEREAS, each and every student in Minneapolis Public Schools deserves to have their unique educational needs met by well-trained and highly-qualified educators.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby adopts the 2026 Legislative Agenda (2026-xxxxA) and directs staff to pursue law changes that align with these priorities.

ADOPTED this 13th day of January 2026.

Chair

Clerk

Draft

Special School District Number 1
Board of Education Resolution

Resolution: 2026-0012
January 13, 2026

MINNEAPOLIS
PUBLIC SCHOOLS

RECORD OF BOARD VOTE

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

Draft

MINNEAPOLIS PUBLIC SCHOOLS

2026 Legislative Agenda

I. Ensure Stable, Predictable Funding

- Rescind the $250 million cut to special education
- Address the undercounting of students eligible for compensatory revenue
- Allow elected school boards to renew existing capital projects levies
- Increase safe school revenue to $100 per pupil
- Fund ongoing unemployment insurance costs for hourly school workers

II. Update Special Education Policy

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

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

- Holistically address school and community safety by banning assault style weapons, large magazines and binary triggers, support safe gun storage and investing in supports for students
- Transfer district of residence to the serving district after one year for students who open enroll
- Enhance protections for newcomer students
- Support funding for the principals' survey
- Work with local government partners to expand access to affordable housing and invest in neighborhoods and families

Draft

Special School District Number 1
Board of Education Resolution

Resolution: 2026-0013
January 13, 2026

MINNEAPOLIS
PUBLIC SCHOOLS

Resolution on Fiscal Year 2026-2027 Budget Values and Priorities

WHEREAS, the Board has reviewed updated long-range fiscal projections and recognizes the need for strategic financial planning to sustain high-quality education for all students; and

WHEREAS, current projections indicate a significant gap between anticipated revenues and expenditures for the 2026–2027 fiscal year, and

WHEREAS, a balanced budget must be approved no later than June 15, 2026; and

WHEREAS, the Board acknowledges that limited resources will require thoughtful prioritization and adjustments to operational and programmatic structures.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby directs and empowers the Superintendent to bring forth a recommended budget for the 2026–2027 fiscal year that incorporates and prioritizes the following values and investment areas:

1. Increase student academic achievement, through a foundation of small class sizes, an articulated Multi-Tiered System of Support (MTSS), and investments that accelerate learning in all core required subjects with a priority on literacy and math
2. Ensure access to a range of opportunities for multilingual learning including dual language and heritage language programs and services for students learning English
3. Provide access to a holistic educational experience by providing a range of programmatic and extracurricular offerings beyond required coursework
4. Prioritize culturally responsive engagement and language access services and supports especially for Indigenous, Black, and Brown students
5. Sustain recent gains and accelerate further student enrollment growth by continued enrollment management and marketing strategies

Draft

6. Improve graduation rates, especially for students of color, students experiencing homelessness, and students receiving Special Education services, by the use of targeted and evidence-based strategies
7. Partner with government and community entities to provide non-academic support services for students
8. Maintain a viable unassigned fund balance level to ensure a sufficient cash flow contingency and to minimize impacts to property taxpayers

ADOPTED this 13th day of January 2026.

Chair

Clerk

RECORD OF BOARD VOTE

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

Draft

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

SPECIAL BUSINESS MEETING
Nov. 18, 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 special meeting in the assembly room at the John B. Davis Educational Services Center (1250 West Broadway Ave. Minneapolis, MN) on November 18, 2025. This meeting was designated as special due to a change from the regular schedule.

The meeting was called to order at 5:33 p.m. by Chair Beachy, a quorum being present.

ROLL CALL

Present: Directors Abdul Abdi, Sharon El-Amin, Lori Norvell, Greta Callahan, Kim Ellison, Collin Beachy (6); Ex Officio member Superintendent Dr. Lisa Sayles-Adams (1)

Absent: Directors Lucie Skjefte, Adriana Cerillo, Joyner Emerick (3) and Student Representatives Isiah Martin and Lyn Ampey (2).

APPROVAL OF AGENDA

Ellison moved to approve the agenda. Abdi seconded the motion. On a voice vote, the motion was adopted unanimously.

RECOGNITIONS

Southwest High School girls cross country team was honored for winning the Minnesota State High School League Class AA Cross Country Running State Meet and obtaining the state title.

Superintendent Dr. Lisa Sayles-Adams was honored for being named 2026 Minnesota Superintendent of the year by the Minnesota Association of School Administrators.

RECESS

A recess was taken.

Draft

PUBLIC COMMENTS

Comments were heard from members of the public.

REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS

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

- Superintendent's Update
- Strategic Plan Update
- Comprehensive Achievement and Civic Readiness Plan Update
- School Transformation Work Update

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. Callahan seconded the motion. The consent agenda included the following items:

Acceptance of Minutes

- Oct. 14, 2025 Regular Business Meeting

Human Resources Transactions

- Approval of List A personnel matters (2025-11-ER-A)
- Approval of List B personnel matters (2025-11-ER-B)

Acceptance of Gifts and Donations

- Acceptance of Gifts and Donations November 2025 (2025-0052)

Contracts

- Amendment to contract 2026-4400003055 with Cedar Riverside Plaza
- Amendment to contract 2025-4400003265 with David Hoy and Associates
- Amendment to contract 2026-4400003066 with English Language Center
- Amendment to contract 2026-4400003415 with Learning In Style (now fiscally sponsored by ACCOLA)
- Amendment to contract 2025-4400003263 with Learning Disabilities Association
- Amendment to contract 2026-400003072 with Somali Success School
- Amendment to contract 2026-4400003074 with Summit Academy OIC
- Contract with Center School Inc (4400003457)
- Contract with Everway (2025-4400003311)
- Contract with Genesis Consulting (2025-4400003429)
- Contract with Trane US (2025-4400003464)

Draft

Resolutions

- Resolution Authorizing the Dissolution of the Washburn-Southwest Dance Cooperative (2025-0051)

On a voice vote, the motion was adopted unanimously.

Resolution Approving the District's Fiscal Year 2025-2026 Budget Amendment (2025-0050)

Abdi moved to approve the Resolution Approving the District's Fiscal Year 2025-2026 Budget Amendment (2025-0050), Callahan seconded the motion. On a voice vote, the motion was adopted unanimously.

REPORTS FROM BOARD OF EDUCATION DIRECTORS

The following directors and student representatives provided reports:

- Norvell
- Abdi
- Beachy

ADJOURNMENT

Without objection, Chair Beachy adjourned the meeting at 7:12 p.m.

Draft

Secretary Notations:

- Minutes submitted by Nandi Solórzano O'Brien, Assistant Clerk
- Meeting materials: https://meetings.boardbook.org/Public/Agenda/1807?meeting=715173
- Minutes approved: Dec. 9, 2025.

Approvals:

_____

Collin Beachy, Chair

_____

Lori Norvell, Clerk

Draft

Minneapolis Public Schools

List A: All Employees: Tuesday, December 9, 2025

Hiring - Licensed

Kamara Bauman	Dowling Elementary	Teacher, Social Worker	11/24/2025
Kalista Chesmer	Dowling Elementary	Teacher, Elementary	11/24/2025
Britany Geoghegan	Dowling Elementary	Teacher, Social Worker	11/24/2025
Anna Gergely	Howe Elementary	Teacher, Interventionist (Elementary)	12/1/2025
Justin Kurta	Indian Education	Teacher, World Languages (Dakota)	8/10/2025
Leah Strickland	Waite Park Elementary	Teacher, Special Education (SERT)	11/18/2025
Ahmed Warsame	Cityview Elementary	Teacher, Special Education (SERT)	12/1/2025

Hiring - Non Licensed

Dorris Carter-Murry	Transition Plus	Special Education Assistant (Program)	11/12/2025
Amelia Hartzberg	Transition Plus	Special Education Assistant (Program)	11/10/2025
Judah Mosley	Engineers, Zone 1	Custodian, Senior	11/17/2025
Brenna Iliana Skalbeck	Roosevelt High	Special Education Assistant (Program)	11/19/2025
John Strand	Special Ed Interpreters	Associate Educator	11/24/2025
Marc Woods	FAIR High	Associate Educator	11/17/2025

Discharges

Licensed

Teacher	12-15-2025	2025-12-ER-8035

Non-Licensed

Health Services Assistant	11-14-2025	2025-12-ER-7852
School Success Program Assistant	11-18-2025	2025-12-ER-8041
Special Education Assistant	11-06-2025	2025-12-ER-8023

a

Non-Represented

Probationary Separations

Licensed

Teacher	12-06-2025	2025-12-ER-8016
Teacher	12-26-2025	2025-12-ER-8030

Non-Licensed

Staff Reduction, Licensed

Staff Reduction, Non-Licensed

Discontinuance of Contract

Discontinuance of Contract, Licensed,

Discontinuance of Contract, Non-Licensed,

Layoffs

Licensed

Non-Licensed

Administrative Contract Non-Renewals

Acceptance of Gifts and Donations

December 2025

Description	Value	Terms/Restrictions	Donor	ID
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Daniel and Violet Harrell	KBEM-76
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Lichey Family Charitable Fund	KBEM-77
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	T+G Charitable Fund	KBEM-78
Cash gift to KBEM Radio	$1,000.00	For KBEM/Jazz 88.5	Katie Bard	KBEM-79
Cash gift to KBEM Radio	$1,100.00	For KBEM/Jazz 88.5	Richard Beckel	KBEM-80
Cash gift to KBEM Radio	$1,000.00	For KBEM/Jazz 88.5	Karin Binder	KBEM-81
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Paul Bondhus	KBEM-82
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Stephanie Brody	KBEM-83
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Christopher Cialek	KBEM-84
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Victoria fritz	KBEM-85
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Jill Hamilton	KBEM-86
Cash gift to KBEM Radio	$515.30	For KBEM/Jazz 88.5	John Hancock	KBEM-87
Cash gift to KBEM Radio	$5000.00	For KBEM/Jazz 88.5	Katie Hare	KBEM-88
Cash gift to KBEM Radio	$700.00	For KBEM/Jazz 88.5	Ann Helm	KBEM-89

Acceptance of Gifts and Donations

December 2025

Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Paul Husby	KBEM-90
Cash gift to KBEM Radio	$515.30	For KBEM/Jazz 88.5	Ann Jurewicz	KBEM-91
Cash gift to KBEM Radio	$1,000.00	For KBEM/Jazz 88.5	Claude Kazanski	KBEM-92
Cash gift to KBEM Radio	$750.00	For KBEM/Jazz 88.5	John Langlais	KBEM-93
Cash gift to KBEM Radio	$2,840.52	For KBEM/Jazz 88.5	Steven Lichtfuss	KBEM-94
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Karen Lilley	KBEM-95
Cash gift to KBEM Radio	$1,000.00	For KBEM/Jazz 88.5	Robert Lindquist	KBEM-96
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Carrie & Craig MacLeod	KBEM-97
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Heather McQueen	KBEM-98
Cash gift to KBEM Radio	$4,000.00	For KBEM/Jazz 88.5	Dennis Murnyak	KBEM-99
Cash gift to KBEM Radio	$515.30	For KBEM/Jazz 88.5	Claire Nelson	KBEM-100
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Rick & Suzanne Pepin	KBEM-101
Cash gift to KBEM Radio	$515.30	For KBEM/Jazz 88.5	Judi Petkau	KBEM-102
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Lois Porfiri	KBEM-103
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Brenda Powell	KBEM-104

Acceptance of Gifts and Donations

December 2025

Cash gift to KBEM Radio	$1,000.00	For KBEM/Jazz 88.5	William Richardson	KBEM-105
Cash gift to KBEM Radio	$1,200.00	For KBEM/Jazz 88.5	Sondra Samos	KBEM-106
Cash gift to KBEM Radio	$4,500.00	For KBEM/Jazz 88.5	Carol Sather	KBEM-107
Cash gift to KBEM Radio	$600.00	For KBEM/Jazz 88.5	Gary and Mary Ann Schokmiller	KBEM-108
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Barbara Smith	KBEM-109
Cash gift to KBEM Radio	$2,500.00	For KBEM/Jazz 88.5	Kathryn Strom	KBEM-110
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Saul Taylor	KBEM-111
Cash gift to KBEM Radio	$1,000.00	For KBEM/Jazz 88.5	Claudia Tornquist	KBEM-112
Cash gift to KBEM Radio	$500.00	For KBEM/Jazz 88.5	Cathy Waldhauser	KBEM-113
Cash gift to KBEM Radio	$1,205.00	For KBEM/Jazz 88.5	City of Hopkins	KBEM-114
Cash gift to KBEM Radio	$2,410.00	For KBEM/Jazz 88.5	Crooners Supper Club	KBEM-115
Cash gift to KBEM Radio	$879.04	For KBEM/Jazz 88.5	Association of Minnesota Public Educational Radio Stations	KBEM-116
Cash gift to KBEM Radio	$1,180.00	For KBEM/Jazz 88.5	56 Brewing LLC	KBEM-117

MINNEAPOLIS
PUBLIC SCHOOLS
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AGREEMENT FOR LABOR, REPAIR, AND/OR INSTALLATION – OR PURCHASE OF GOODS, SUPPLIES AND MATERIALS

PROJECT:

This Agreement (the "Agreement") is made this __18th_ day of _____November_____, 20_25__ (the "Effective Date") by and between Special School District No. 1, a Minnesota public school corporation (the "School District"), and ___Archer Mechanical_____, (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 __removing and replacing two burners, providing boiler modifications, and replacing draft controls at Barton Elementary School_____. 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 _two hundred four thousand dollars nine hundred fifty-four dollars_____ Dollars ($__204,954.00_____)(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: Archer Mechanical_____
1614 Cliff Road East_____
Burnsville, MN 55337_____

Attn: _Shane Joyce_____

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

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: __Tom Parent_____[NAME];
___612.668.0861_____[TELEPHONE],
____tom.parent@mpls.k12.mn.us_____[EMAIL].

(b) The Contractor's authorized representatives with respect to this Agreement are: ___Shane Joyce_____[NAME];
___952.894.2323_____[TELEPHONE],
shanejoyce@archermechanical.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: _____, 20__ By: _____
[Authorized Signatory]

___Senior Operations Office_____
[Title]

CONTRACTOR

Dated: 12/2, 2025 By: Shane Joyce
[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

(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. ***Force Majeure.*** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by or results

from acts beyond its reasonable control, including but not limited to: acts of God; natural disasters; fire; flood; earthquake; explosion; war; terrorism; civil unrest; epidemic or pandemic; governmental actions or orders; embargoes; shortages of labor, materials, or transportation; or any other event that renders performance commercially impracticable. In addition, the School District shall have the right to suspend or terminate this Agreement, in whole or in part, without penalty or liability, in the event of labor-related disruptions including but not limited to legal or illegal strikes, lockouts, picketing, walkouts, slowdowns, or other labor unrest that materially affects the District's operations or the Vendor's ability to perform under this Agreement. The Party affected by a force majeure event shall promptly notify the other Party in writing, describing the nature of the event and its expected duration. If the force majeure event continues for more than thirty (30) consecutive days, either Party may terminate this Agreement without further obligation, except for payment for services rendered or goods delivered prior to the force majeure event.

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

ARCHER MECHANICAL
1614 Cliff Road E. Burnsville, MN 952-894-2323 Archermechanical.com

REMOVE/REPLACE BURNER
AT
BARTON SCHOOL

Proposal # 25-2640

To: Doug Tkachuck
MPLS. Public Schools
612-245-9333

Date: 1-20-25
Scope: Remove/replace burner, provide boiler modifications, replace draft controls.

Included – Burner replacement:

- Install Burner (1)
  - DLG-84S SIZE #2
  - Dual fuel
  - Full Modulation
  - Linkage-less type controls and actuators
  - Siemens LMV 5 controller
  - Siemens-Cleveland draft controller
- Boiler modification
  - Remove existing front fire doors
  - New burner thimble – relocated
  - Manway in right rear area of boiler
  - Rear site glass
  - Rework inner and outer walls of boiler in front of boiler
  - 3" cleanouts in front of boiler
  - Hydrotest boiler
  - Raise floor of boiler to new burner height
  - Pounding new refractory around new burner
  - Repair existing draft damper with bearings and weights
- Gas train – based on 2# gas pressure
  - Siemens VG series gas valves
  - Gas train to meet CSD-1 standards
- Remove existing burner and dispose
- Install new burner
- Disconnect/reconnect gas and fuel oil
- Start burners and set up on gas and oil
- Permits and inspections
- Insulation
  - Front of boiler
  - Repair of insulation on piping – rear of boiler
- Electrical
  - Disconnect/reconnect burner

ARCHER
MECHANICAL
1614 Cliff Road E. Burnsville, MN 952-894-2323 Archermechanical.com

REMOVE/REPLACE BURNER
AT
BARTON SCHOOL

Proposal # 25-2640

Not included:

- Burner – (customer supplied)
- Turbulators
- Additional repairs found while performing work listed above
- Structural reinforcement
- Remote emergency shut off
- Bond costs
- Overtime hours
- Temporary heat, power, lighting, water, toilet, etc.
- Painting or other general construction items
- Abatement of Hazardous Materials
- Draft controls
- Lead lag panel

Price: ..... $ 204,954.00
Archer Mechanical may withdraw Proposal if not accepted within 30 days and work does not start within 90 days.

Payment:
Final Payment will be made at the time of job completion as outlined in the specifications listed above

Acceptance of Proposal: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customers Signature_____Date_____
Upon acceptance sign, date and return to Archer Mechanical LLC.

Respectfully submitted by,
Shane Joyce
Archer Mechanical
952-894-2323 office
952-894-3915 fax

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EXHIBIT C

SCHEDULE OF RATES/PAYMENTS

Total cost of parts, labor and installation not to exceed $204,954.00. Payment due on Net 30 terms.

MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

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 _18th__ day of __November_____, 20_25__ (the "Effective Date") by and between Special School District No. 1, a Minnesota public school corporation (the "School District"), and ___Archer Mechanical_____, (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 _supplying one industrial combustion burner and one Siemens draft controller and actuator_____. 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 thousand six hundred two_____ Dollars ($_100,602.00_____)(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: Archer Mechanical_____
1614 Cliff Road East_____
Burnsville, MN 55337_____
Attn: _Shane Joyce_____

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

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: _____Tom Parent_____[NAME]; __612.668.0861_____[TELEPHONE], ___tom.parent@mpls.k12.mn.us_____[EMAIL].

(b) The Contractor's authorized representatives with respect to this Agreement are: ___Shane Joyce_____[NAME]; ____952.894.2323_____[TELEPHONE], ____ shanejoyce@archermechanical.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: _____, 20__ By: _____
[Authorized Signatory]

Senior Operations Officer_____
[Title]

CONTRACTOR

Dated: 12/2, 2025 By: Shane Joyce
[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

(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. ***Force Majeure.*** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by or results

from acts beyond its reasonable control, including but not limited to: acts of God; natural disasters; fire; flood; earthquake; explosion; war; terrorism; civil unrest; epidemic or pandemic; governmental actions or orders; embargoes; shortages of labor, materials, or transportation; or any other event that renders performance commercially impracticable. In addition, the School District shall have the right to suspend or terminate this Agreement, in whole or in part, without penalty or liability, in the event of labor-related disruptions including but not limited to legal or illegal strikes, lockouts, picketing, walkouts, slowdowns, or other labor unrest that materially affects the District's operations or the Vendor's ability to perform under this Agreement. The Party affected by a force majeure event shall promptly notify the other Party in writing, describing the nature of the event and its expected duration. If the force majeure event continues for more than thirty (30) consecutive days, either Party may terminate this Agreement without further obligation, except for payment for services rendered or goods delivered prior to the force majeure event.

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

ARCHER MECHANICAL
1614 Cliff Road E. Burnsville, MN 952-894-2323 Archermechanical.com

SUPPLY BURNERS AND LEAD/LAG PANEL
FOR
WHITTIER SCHOOL

Proposal # 25-2845

To: Kevin Supple
MPLS. Public Schools
763-300-2997
kevin.supple@mpls.k12.mn.us

Date: 10-18-25

Scope: Supply burner (1) to replace at future date. Full burner submittal will be provided when job proceeds.

Included:
- Industrial Combustion burner (1)
  - MMG-42P #2 size 3
  - Duel fuel
  - Full Modulation
  - Siemens LMV5 – linkage less
  - Draft controller
  - Draft control actuator
- Siemens draft controller and actuator

Not included:
- Remove existing burner and dispose
- Install new burner
- Install linkage less burner controls
- Install Lead Lag panel
- Disconnect/reconnect gas and fuel oil
- Start burners and set up on gas and oil
- Electrical Insulation
- Permit and inspections
- Labor

ARCHER
MECHANICAL
1614 Cliff Road E. Burnsville, MN 952-894-2323 Archermechanical.com

SUPPLY BURNERS AND LEAD/LAG PANEL
FOR
WHITTIER SCHOOL

Proposal # 25-2845
Not included:

- Additional repairs found while performing work listed above
- Replacement of burner bolts – assumed reuse existing bolts
- Overtime hours
- Temporary heat, power, lighting, water, toilet, etc.
- Painting or other general construction items
- Abatement of Hazardous Materials
- Boiler modifications
- Structural reinforcement
- Remote emergency shut off
- Bond costs

WORK IS GUARANTEED TO BE AS SPECIFIED. ALL WORK IS TO BE COMPLETED IN A WORKMANLIKE MANNER. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. ARCHER EMPLOYEES ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

Price: ..... **$ 100,602.00**
Archer Mechanical may withdraw Proposal if not accepted within 30 days and work does not start within 90 days.

Payment:

Final Payment will be made at the time of job completion as outlined in the specifications listed above

Acceptance of Proposal: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customers Signature_____Date_____
Upon acceptance sign, date and return to Archer Mechanical LLC.

Respectfully submitted by,
Shane Joyce
Archer Mechanical
952-894-2323 office
952-894-3915 fax

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EXHIBIT C

SCHEDULE OF RATES/PAYMENTS

Total cost not to exceed $100,602.00. Payment due on Net 30 terms.

MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

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 __18th_ day of _____November_____, 20_25__ (the "Effective Date") by and between Special School District No. 1, a Minnesota public school corporation (the "School District"), and ___Archer Mechanical_____, (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 __supplying one burner and linkage-less controls for Burner #1 for Anderson School_____. 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 _two hundred ten thousand eight hundred fifty-five_____ Dollars ($__210,855.00_____)(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: Archer Mechanical_____
1614 Cliff Road East_____
Burnsville, MN 55337_____

Attn: _Shane Joyce_____

(b) To the School District:

Minneapolis Public Schools
1250 W. Broadway Avenue
Minneapolis, MN 55411-2533
Attn: ___Tom Parent_____

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: __Tom Parent_____[NAME]; ___612.668.0861_____[TELEPHONE], ____tom.parent@mpls.k12.mn.us_____[EMAIL].

(b) The Contractor's authorized representatives with respect to this Agreement are: ___Shane Joyce_____[NAME]; ___952.894.2323_____[TELEPHONE], shanejoyce@archermechanical.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: _____, 20__ By: _____
[Authorized Signatory]

___Senior Operations Office_____
[Title]

CONTRACTOR

Dated: 12/2, 2025 By: Shane Joyce
[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

(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. ***Force Majeure.*** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by or results

from acts beyond its reasonable control, including but not limited to: acts of God; natural disasters; fire; flood; earthquake; explosion; war; terrorism; civil unrest; epidemic or pandemic; governmental actions or orders; embargoes; shortages of labor, materials, or transportation; or any other event that renders performance commercially impracticable. In addition, the School District shall have the right to suspend or terminate this Agreement, in whole or in part, without penalty or liability, in the event of labor-related disruptions including but not limited to legal or illegal strikes, lockouts, picketing, walkouts, slowdowns, or other labor unrest that materially affects the District's operations or the Vendor's ability to perform under this Agreement. The Party affected by a force majeure event shall promptly notify the other Party in writing, describing the nature of the event and its expected duration. If the force majeure event continues for more than thirty (30) consecutive days, either Party may terminate this Agreement without further obligation, except for payment for services rendered or goods delivered prior to the force majeure event.

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

ARCHER MECHANICAL
1614 Cliff Road E. Burnsville, MN 952-894-2323 Archermechanical.com

SUPPLY BURNER (1) AND LINKAGE-LESS CONTROLS FOR BURNER # 1
FOR
ANDERSON SCHOOL

Proposal # 25-2848

To: Kevin Supple
MPLS. Public Schools
763-300-2997
kevin.supple@mpls.k12.mn.us

Date: 10-28-25

Scope: Supply burner (1) to replace Burner # 2 at future date. Supply Siemens Linkage less controls to retro fit Burner # 1 at Anderson school. Full burner and control submittal will be provided when job proceeds.

Included:

- Industrial Combustion burner (1) (replacement for burner # 2
  - DLG-105P size 2
  - Duel fuel
  - Full Modulation
  - Siemens LMV5 – linkage less
- Industrial Combustion Linkage less controls for burner # 1
  - Duel fuel
  - Full Modulation
  - Siemens LMV5 – linkage less
- Siemens lead/lag panel
  - TS-MS master panel
  - 10" color touch screen
  - Remote set point adjustment (4-20 mA)
  - BACNET capable

Not included:

- Remove existing burner and dispose
- Installing new burner
- Install linkage less burner controls
- Install Lead Lag panel
- Disconnect/reconnect gas and fuel oil
- Start burners and set up on gas and oil
- Electrical
- Insulation
- Permit and inspections
- Labor
- Additional repairs found while performing work listed above
- Replacement of burner bolts – assumed reuse existing bolts

ARCHER
MECHANICAL
1614 Cliff Road E. Burnsville, MN 952-894-2323 Archermechanical.com

SUPPLY BURNER (1) AND LINKAGE-LESS CONTROLS FOR BURNER # 1
FOR
ANDERSON SCHOOL

Proposal # 25-2848
Not included-continued:

- Overtime hours
- Siemens|VKO metering valve and remote compressor
- Temporary heat, power, lighting, water, toilet, etc.
- Painting or other general construction items
- Abatement of Hazardous Materials
- Boiler modifications
- Structural reinforcement
- Remote emergency shut off
- Bond costs

WORK IS GUARANTEED TO BE AS SPECIFIED. ALL WORK IS TO BE COMPLETED IN A WORKMANLIKE MANNER. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. ARCHER EMPLOYEES ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

Price: ..... **$ 210,855.00**
Archer Mechanical may withdraw Proposal if not accepted within 30 days and work does not start within 90 days.

Payment:

Final Payment will be made at the time of job completion as outlined in the specifications listed above

Acceptance of Proposal: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customers Signature_____Date_____
Upon acceptance sign, date and return to Archer Mechanical LLC.

Respectfully submitted by,
Shane Joyce
Archer Mechanical
952-894-2323 office
952-894-3915 fax

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EXHIBIT C

SCHEDULE OF RATES/PAYMENTS

Total cost not to exceed $210,855.00. Payment due on Net 30 terms.

MINNEAPOLIS
PUBLIC SCHOOLS
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AGREEMENT FOR LABOR, REPAIR, AND/OR INSTALLATION – OR PURCHASE OF GOODS, SUPPLIES AND MATERIALS

PROJECT:

This Agreement (the "Agreement") is made this __19th_ day of _____November_____, 20_25__ (the "Effective Date") by and between Special School District No. 1, a Minnesota public school corporation (the "School District"), and ___Archer Mechanical_____, (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 __supplying two burners and Lead Lag Panel for Sanford Middle School_____. 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 _two hundred thirty-four thousand two hundred fifty-two_____ Dollars ($__234,252.00_____)(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: Archer Mechanical_____
1614 Cliff Road East_____
Burnsville, MN 55337_____

Attn: _Shane Joyce_____

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

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: __Tom Parent_____[NAME]; ___612.668.0861_____[TELEPHONE], ____tom.parent@mpls.k12.mn.us_____[EMAIL].

(b) The Contractor's authorized representatives with respect to this Agreement are: ___Shane Joyce_____[NAME]; ___952.894.2323_____[TELEPHONE], shanejoyce@archermechanical.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: _____, 20__ By: _____
[Authorized Signatory]

___Senior Operations Office_____
[Title]

CONTRACTOR

Dated: 12/2, 2025 By: Sheena Joyce
[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

(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. ***Force Majeure.*** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by or results

from acts beyond its reasonable control, including but not limited to: acts of God; natural disasters; fire; flood; earthquake; explosion; war; terrorism; civil unrest; epidemic or pandemic; governmental actions or orders; embargoes; shortages of labor, materials, or transportation; or any other event that renders performance commercially impracticable. In addition, the School District shall have the right to suspend or terminate this Agreement, in whole or in part, without penalty or liability, in the event of labor-related disruptions including but not limited to legal or illegal strikes, lockouts, picketing, walkouts, slowdowns, or other labor unrest that materially affects the District's operations or the Vendor's ability to perform under this Agreement. The Party affected by a force majeure event shall promptly notify the other Party in writing, describing the nature of the event and its expected duration. If the force majeure event continues for more than thirty (30) consecutive days, either Party may terminate this Agreement without further obligation, except for payment for services rendered or goods delivered prior to the force majeure event.

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

ARCHER MECHANICAL
1614 Cliff Road E. Burnsville, MN 952-894-2323 Archermechanical.com

SUPPLY BURNERS AND LEAD/LAG PANEL
FOR
SANFORD SCHOOL

Proposal # 25-2842

To: Kevin Supple
MPLS. Public Schools
763-300-2997
kevin.supple@mpls.k12.mn.us

Date: 10/28/25

Scope: Supply burners (2) and Lead Lag Panel to replace at future date. Full burner and control submittal will be provided when job proceeds.

Included:

- Industrial Combustion burners (2)
  - DLG-84P size 2
  - Duel fuel
  - Full Modulation
  - Siemens LMV5 – linkage less
- Siemens lead/lag panel
  - TS-MS master panel
  - 10" color touch screen
  - Remote set point adjustment (4-20 mA)
  - BACNET capable

Not included:

- Remove existing burner and dispose
- Install new burner
- Install linkage less burner controls
- Install Lead Lag panel
- Disconnect/reconnect gas and fuel oil
- Start burners and set up on gas and oil
- Electrical
- Insulation
- Permit and inspections
- Labor
- Additional repairs found while performing work listed above
- Replacement of burner bolts – assumed reuse existing bolts

ARCHER
MECHANICAL
1614 Cliff Road E. Burnsville, MN 952-894-2323 Archermechanical.com

SUPPLY BURNERS AND LEAD/LAG PANEL
FOR
SANFORD SCHOOL

Proposal # 25-2842
Not included-continued:

- Overtime hours
- Siemens VKO gas metering valve and remote compressor
- Temporary heat, power, lighting, water, toilet, etc.
- Painting or other general construction items
- Abatement of Hazardous Materials
- Boiler modifications
- Structural reinforcement
- Remote emergency shut off
- Bond costs

WORK IS GUARANTEED TO BE AS SPECIFIED. ALL WORK IS TO BE COMPLETED IN A WORKMANLIKE MANNER. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. ARCHER EMPLOYEES ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

Price: ..... $ 234,252.00
Archer Mechanical may withdraw Proposal if not accepted within 30 days and work does not start within 90 days.

Payment:

Final Payment will be made at the time of job completion as outlined in the specifications listed above

Acceptance of Proposal: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customers Signature_____Date_____
Upon acceptance sign, date and return to Archer Mechanical LLC.

Respectfully submitted by,
Shane Joyce
Archer Mechanical
952-894-2323 office
952-894-3915 fax

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EXHIBIT C

SCHEDULE OF RATES/PAYMENTS

Total cost not to exceed $234,252.00. Payment due on Net 30 terms.

MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

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 __19th_ day of _____November_____, 20_25__ (the "Effective Date") by and between Special School District No. 1, a Minnesota public school corporation (the "School District"), and ___Archer Mechanical_____, (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 __supplying two burners and Lead Lag Panel for Hmong International Academy_____. 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 ninety-six thousand eight hundred seventy-six_____ Dollars ($__196,876.00_____)(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: Archer Mechanical_____
1614 Cliff Road East_____
Burnsville, MN 55337_____

Attn: _Shane Joyce_____

(b) To the School District:

Minneapolis Public Schools
1250 W. Broadway Avenue
Minneapolis, MN 55411-2533
Attn: ___Tom Parent_____

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: __Tom Parent_____[NAME]; ___612.668.0861_____[TELEPHONE], ____tom.parent@mpls.k12.mn.us_____[EMAIL].

(b) The Contractor's authorized representatives with respect to this Agreement are: ___Shane Joyce_____[NAME]; ___952.894.2323_____[TELEPHONE], shanejoyce@archermechanical.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: _____, 20__ By: _____
[Authorized Signatory]

___Senior Operations Office_____
[Title]

CONTRACTOR

Dated: 12/2, 2025 By: Shane Jayne
[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

(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. ***Force Majeure.*** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by or results

from acts beyond its reasonable control, including but not limited to: acts of God; natural disasters; fire; flood; earthquake; explosion; war; terrorism; civil unrest; epidemic or pandemic; governmental actions or orders; embargoes; shortages of labor, materials, or transportation; or any other event that renders performance commercially impracticable. In addition, the School District shall have the right to suspend or terminate this Agreement, in whole or in part, without penalty or liability, in the event of labor-related disruptions including but not limited to legal or illegal strikes, lockouts, picketing, walkouts, slowdowns, or other labor unrest that materially affects the District's operations or the Vendor's ability to perform under this Agreement. The Party affected by a force majeure event shall promptly notify the other Party in writing, describing the nature of the event and its expected duration. If the force majeure event continues for more than thirty (30) consecutive days, either Party may terminate this Agreement without further obligation, except for payment for services rendered or goods delivered prior to the force majeure event.

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

ARCHER MECHANICAL
1614 Cliff Road E. Burnsville, MN 952-894-2323 Archermechanical.com

SUPPLY BURNERS AND LEAD/LAG PANEL
FOR
JORDAN PARK SCHOOL

Proposal # 25-2850

To: Kevin Supple
MPLS. Public Schools
763-300-2997
kevin.supple@mpls.k12.mn.us

Date: 10-28-25

Scope: Supply burners (2) and Lead Lag Panel to replace at future date. Full burner and control submittal will be provided when job proceeds.

Included:

- Industrial Combustion burners (2)
  - MMG-84P #2 size 2
  - Duel fuel
  - Full Modulation
  - Siemens LMV5 – linkage less
- Siemens lead/lag panel
  - TS-MS master panel
  - 10" color touch screen
  - Remote set point adjustment (4-20 mA)
  - BACNET capable

Not included:

- Remove existing burner and dispose
- Installing new burner
- Install linkage less burner controls
- Install Lead Lag panel
- Disconnect/reconnect gas and fuel oil
- Start burners and set up gas and oil combustion
- Electrical
- Insulation
- Permit and inspections
- Labor
- Additional repairs found while performing work listed above
- Replacement of burner bolts – assumed reuse existing bolts

ARCHER
MECHANICAL
1614 Cliff Road E. Burnsville, MN 952-894-2323 Archermechanical.com

SUPPLY BURNERS AND LEAD/LAG PANEL
FOR
JORDAN PARK SCHOOL

Proposal # 25-2850
Not included-continued:

- Overtime hours
- Siemens VKO fuel oil valve and remote air compressor
- Temporary heat, power, lighting, water, toilet, etc.
- Painting or other general construction items
- Abatement of Hazardous Materials
- Boiler modifications
- Structural reinforcement
- Remote emergency shut off
- Bond costs

WORK IS GUARANTEED TO BE AS SPECIFIED. ALL WORK IS TO BE COMPLETED IN A WORKMANLIKE MANNER. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. ARCHER EMPLOYEES ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

Price: ..... $ 196,876.00
Archer Mechanical may withdraw Proposal if not accepted within 30 days and work does not start within 90 days.

Payment:

Final Payment will be made at the time of job completion as outlined in the specifications listed above

Acceptance of Proposal: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customers Signature_____Date_____
Upon acceptance sign, date and return to Archer Mechanical LLC.

Respectfully submitted by,
Shane Joyce
Archer Mechanical
952-894-2323 office
952-894-3915 fax

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EXHIBIT C

SCHEDULE OF RATES/PAYMENTS

Total cost not to exceed $196,876.00. Payment due on Net 30 terms.

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

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 __20th_ day of _____November_____, 20_25__ (the "Effective Date") by and between Special School District No. 1, a Minnesota public school corporation (the "School District"), and ___Archer Mechanical_____, (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 __ service and installation for removing and replacing two burners and one lead lag panel _____. 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 forty-eight thousand five hundred fifty-nine_____ Dollars ($__148,559.00_____)(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: Archer Mechanical_____
1614 Cliff Road East_____
Burnsville, MN 55337_____
Attn: _Shane Joyce_____

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

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: __Tom Parent_____[NAME]; ___612.668.0861_____[TELEPHONE], ____tom.parent@mpls.k12.mn.us_____[EMAIL].

(b) The Contractor's authorized representatives with respect to this Agreement are: ___Shane Joyce_____[NAME]; ___952.894.2323_____[TELEPHONE], shanejoyce@archermechanical.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: _____, 20__ By: _____
[Authorized Signatory]

___Senior Operations Office_____
[Title]

CONTRACTOR

Dated: 12/2, 2025 By: Shane Joyce
[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

(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. ***Force Majeure.*** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by or results

from acts beyond its reasonable control, including but not limited to: acts of God; natural disasters; fire; flood; earthquake; explosion; war; terrorism; civil unrest; epidemic or pandemic; governmental actions or orders; embargoes; shortages of labor, materials, or transportation; or any other event that renders performance commercially impracticable. In addition, the School District shall have the right to suspend or terminate this Agreement, in whole or in part, without penalty or liability, in the event of labor-related disruptions including but not limited to legal or illegal strikes, lockouts, picketing, walkouts, slowdowns, or other labor unrest that materially affects the District's operations or the Vendor's ability to perform under this Agreement. The Party affected by a force majeure event shall promptly notify the other Party in writing, describing the nature of the event and its expected duration. If the force majeure event continues for more than thirty (30) consecutive days, either Party may terminate this Agreement without further obligation, except for payment for services rendered or goods delivered prior to the force majeure event.

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

ARCHER MECHANICAL
1614 Cliff Road E. Burnsville, MN 952-894-2323 Archermechanical.com

REMOVE/REPLACE BURNERS (2)
AT
DOWLING SCHOOL

Proposal # 25-2641

To: Doug Tkachuck
MPLS. Public Schools
612-245-9333

Date: 1-20-25
Scope: Remove/replace burner (2). Install Lead Lag panel (1) – Installation is priced for installation in 2026.

Included – Burner replacement:

- Install Burner (2)
  - DLG-84p size 2
  - Dual fuel
  - Full Modulation
  - Low fire – manual high fire limiting
  - LMV 5 Linkage less controls
  - Burner control cabinet – remote mounted to right of burners
- Gas train – based on 2# gas pressure
  - Seimens VG series gas valves
  - Gas train to meet CSD-1 standards
- Install Siemens Lead Lag panel
  - Siemens TS-MS
  - 10" color control panel
  - Bacnet/MSTP
  - Mounted on column where existing panel is mounted
- Remove existing burner and dispose
- Disconnect/reconnect gas and fuel oil
- Start burners and set up on gas and oil
- Permits and inspections
- Electrical
  - Disconnect/reconnect burner
  - Light above burner (1)
- Insulation
  - Front of boiler and near draft dampers
- Repair existing stack draft dampers

ARCHER
MECHANICAL
1614 Cliff Road E. Burnsville, MN 952-894-2323 Archermechanical.com

REMOVE/REPLACE BURNERS (2)
AT
DOWLING SCHOOL

Proposal # 25-2641

Not included:

- Burner – (customer supplied)
- Collector box or breaching repairs
- Boiler door repairs
- Turbulators
- Additional repairs found while performing work listed above
- Boiler modifications – not required
- Structural reinforcement
- Remote emergency shut off
- Insulation – non required
- Bond costs
- Overtime hours
- Temporary heat, power, lighting, water, toilet, etc.
- Painting or other general construction items
- Abatement of Hazardous Materials
- Draft controls

Price: ..... $ 148,559.00
Archer Mechanical may withdraw Proposal if not accepted within 30 days and work does not start within 90 days.

Payment:
Final Payment will be made at the time of job completion as outlined in the specifications listed above

Acceptance of Proposal: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customers Signature_____Date_____
Upon acceptance sign, date and return to Archer Mechanical LLC.

Respectfully submitted by,
Shane Joyce
Archer Mechanical
952-894-2323 office
952-894-3915 fax

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EXHIBIT C

SCHEDULE OF RATES/PAYMENTS

Total cost not to exceed $148,559.00. Payment due on Net 30 terms.

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 College Tutors "Contractor" (collectively "parties") to provide Title I and Title III instructional services to eligible students at Hope Acaemy, Cristo Rey Jesuit High School, Iqra School, and Minnehaha Academy

TERM OF CONTRACT

1.1 This Contract is effective on 8/11/2025 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 7/31/2026, 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 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 $ 1,001,756.20. 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 LIABILTY

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 contactor. 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: Department of Academics
Attn: Melissa Sonnek
1250 W Broadway
Minneapolis, MN 55411
Email: melissa.sonnek@mpls.k12.mn.us

CONTRACTOR

College Tutors; Laura Davis
Phone: 952-285-7667
Address: 2400 W Lake of the Isles Pkwy, Minneapolis, MN 55405
Email: ldavis@jovie.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.

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Melissa Sonnek

(Printed)

Title: Senior Officer of Academics

Date: 8/4/25

CONTRACTOR NAME

Signature: _____

Name: Laura Davis
(Printed)

Title: Franchise Group Owner

Date: 7.29.2025

Exhibit A:

Deliverables:

To provide Title I instructional services to Title eligible students in the nonpublic schools for the purpose of accelerating reading and math proficiency for participating students. Services are provided to Title I and Title III eligible students attending Cristo Rey Jesuit High School, Hope Academy, Iqra School, and Minnehaha Academy. At each school, services are designed to help students achieve grade level proficiency, based on standardized assessments, in the area of reading and math proficiency.

Service Outcome:

A. Instructional Services. PROVIDER shall provide educational services to students which services are reasonably calculated to help students achieve, as a goal, one year's growth as determined by the standardized test that the nonpublic school uses. DISTRICT expects PROVIDER to provide accelerated instruction that assists students in achieving a gain greater than one year's expected growth.

B. Tutor Absences. PROVIDER shall make a good faith effort to provide a substitute teacher/tutor for any absence by the originally scheduled teacher/tutor only for any absence over three days, or as agreed upon by DISTRICT and/or nonpublic school officials.

C. Family Communication. PROVIDER shall ensure families are notified regarding their child's eligibility for service and provided information regarding their child's progress including, but not limited to the following:

1. PROVIDER shall notify families of their child's Title eligibility in the form of a MPS Title I Parent Notification Letter by October 31st of the current school year.

2. Families of students who are identified as eligible for and provided Title services after October 31st of the current school year will be notified via letter by PROVIDER no more than two weeks after PROVIDER has received notice of the student's Title I eligibility.

3. PROVIDER will hold an annual MPS Title Parent/Family Information Meeting with parents of Title students by October 31st of the current school year.

4. PROVIDER will give written progress reports and results of any testing it administered to that student at quarterly intervals to the student's parent/guardian at a minimum of four (4) times per year.

5. PROVIDER shall attend nonpublic school conferences and other scheduled school/family events whenever practicable. These services shall be billed as instructional services.

6. PROVIDER will send letters of invitation, coordinate outreach, and contact families via phone, meeting or home visit as appropriate to notify eligible families at each of the nonpublic schools listed in Attachment B of their child's eligibility for MPS Title programs. Home visits shall be billed as instructional services.

7. Provider will work with nonpublic administrators and DISTRICT to coordinate and plan the scope of services for Title programs.

D. Cooperation. PROVIDER shall cooperate with DISTRICT, nonpublic officials, and each student's parent/guardian to develop an instructional program for the student. In cases where the instructional program has not been clearly defined, the PROVIDER will work with DISTRICT, in consultation with nonpublic school administrators, to develop a specific program at the nonpublic site within the parameters of the needs of the eligible students and the budget allocated at that site.

E. Identification of Students. PROVIDER shall provide services to all students who have been determined eligible and placed by DISTRICT with PROVIDER. For purposes of this Contract, a student will be deemed active once the student has been determined eligible for services by DISTRICT in collaboration with nonpublic officials.

F. Site Access. PROVIDER shall allow DISTRICT representatives and the student's parents or guardians' reasonable access to the site where PROVIDER provides educational services.

G. Equipment. All equipment purchased with Title funds are the property of the DISTRICT, not the PROVIDER.

H. Neutrality. Classroom space, instruction, and materials and supplies are to be secular, neutral, and non-ideological.

I. Tutor Certification. Title tutors are to be qualified in the content area and grade level for which they are tutoring students.

J. Compliance. PROVIDER will comply with all applicable state and federal laws including Title I statutory and regulatory requirements.

K. Instruction. PROVIDER shall provide both Title I and Title III instructional services to eligible students. Subjects to be covered shall include reading and math proficiency. PROVIDER will ensure instructional group sizes are at appropriate levels to ensure student learning is accelerated and reasonably calculated to help students achieve, as a minimum goal, one year's growth as determined by the standardized tests that the nonpublic school uses.

L. Eligible Student. DISTRICT shall determine each student's eligibility in consultation with the nonpublic school administrators according to the use of multiple, educationally related objective selection criteria.

M. Reports and Documentation. PROVIDER shall provide DISTRICT with the following reports:

1. PROVIDER shall submit to the DISTRICT appropriate documentation of MPS Title I Parent/Family meetings such as MPS Title flyers, sign-in sheets, and parent/student surveys upon request.

2. PROVIDER shall submit to the DISTRICT copies of written progress reports and results of any testing it administered to students upon request.

3. Beginning September 2024, PROVIDER shall submit its invoices by the 30th of each month following services to DISTRICT in the previous month as described in Exhibit A of this contract, including daily attendance records.

4. PROVIDER shall maintain proper and current documentation, including but not limited to: annual background checks; a list of approved tutors, employees, and/or agents providing services to students; schedules for services provided to each nonpublic school site, daily records of student services rendered including the name and address of student; the name of the PROVIDER'S tutor, employee, and/or agents who rendered the service; and the amount of time of such service.

Method of Evaluation:

A. Evaluation. PROVIDER is responsible for evaluating the effectiveness of the Title I and Title III Programs. This includes but is not limited to the use of MPS provided benchmark assessments to monitor student progress in reading and math.

B. Site Review. DISTRICT may conduct an on-site review and/or instructional observations of PROVIDER. On-site reviews may be announced or unannounced. DISTRICT may request monthly meetings with PROVIDER, in person or by telephone, on services provided by PROVIDER. PROVIDER shall cooperate with all such reviews and requests.

C. Quality of Services and Contract Renewal. In contemplating renewal of this contract in successive years, DISTRICT shall analyze the number of eligible students who achieve greater than one year's growth, with the target of grade level proficiency.

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EXHIBIT B: PAYMENT TERMS

Rates shown below are inclusive of materials. Services will be billed based on the type of session offered.

Site and Service Limits (College Nannies and Tutors 2025-2026)

School	Services to be Provided	Number of Title I Instructional Hours	Title I	Estimated # of Family Inv. Hours	Title I Family Involvement	Total
Cristo Rey	Academic Services	2600	$ 216,920.00			
Cristo Rey	10% Admin		$ 21,692.00			
Cristo Rey						**$ 238,612.00**
Hope Academy	Academic Services	7188	$ 611,000.00			
Hope Academy	10% Admin		$ 61,100.00			
Hope Academy						**$ 672,100.00**
Minnehaha Upper School	Academic Services	250	$ 20,960.00			
Minnehaha Upper School	10% Admin		$ 2,096.00			
Minnehaha Upper						**$ 23,056.00**
Minnehaha Mid. & Lower School	Academic Services	215	$ 18,172.50			
Minnehaha Mid. & Lower School	10% Admin		$ 1,817.25			
Minnehaha Academy						**$ 19,989.75**
Iqra		515	$ 43,635.00			
Iqra	10% Admin		$ 4,363.50			
Iqra						**$ 47,998.50**
Total			**$ 1,001,756.20**			**$ 1,001,756.20**
	Average Hourly Rate	$88.32				
	One-on-one Tutoring Hourly Rate	$55.00				

	In-home Remote Tutoring Hourly Rate	$75.00				
	2:1 or 3:1 Small Group Hourly Rate	$85.00				
	Small Group Weekly Session Hourly Rate	$85.00				

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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.

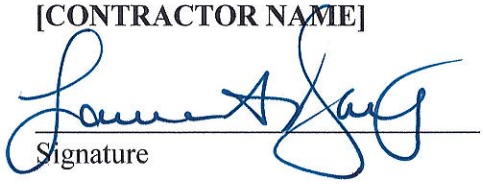
7. Contractor's employees, officers, agents, and sub-contractors, if applicable, shall only be authorized to access educational data if such access is necessary to fulfill their official duties in the performance of this Contract.

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]



Signature

Laura Davis

Name

Owner

Title

7.29.2025

Date

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

This Amendment ("Amendment") to the Contract between Special School District No. 1 and College Tutors dated 12/2/2025 ("Contract") is made and entered into by and between Special School District No.1 ("District") and College Tutors ("Contractor") (collectively "parties').

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and College Tutors ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 8/11/2025 through 7/31/2026 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400003266

1. *Original contract amount:* $1,001,756.20
2. *Accumulative contract amount:* $1,016,762.95

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

Section: 3.1 District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $1,016,762.95 Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: Our proposed model for providing high-quality instruction in English language acquisition services to Title III eligible students at Hope Academy focuses on delivering personalized, effective support tailored to the diverse needs of multilingual learners. We serve students from Kindergarten through 10th grade, ensuring that our efforts cover critical developmental and academic stages. Our multilingual teachers work closely with students individually and in small groups, enabling us to meet each child's unique needs and provide targeted supplemental instruction.

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: Melissa Sonnek

Title: Senior Academic Officer

Date: _____

College Tutors:

Signature: _____

Name: Laura Davis

Title: Owner

Date: 12/2/2025

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 twelfth day of November, 2025 (the "Effective Date") by and between Special School District No. 1, a Minnesota public school corporation (the "School District"), and H&B Specialized Products, (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 Bleachers for the Gymnasium at Edison High School. 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 four hundred and twenty eight thousand one hundred and three Dollars ($428,103.00)(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:
H&B Specialized Products, Inc.
6560 Edenvale Blvd.
Eden Prairie, MN 55346
Attn: David Sweep

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

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 Diedra Geye; 612-668-0055, diedra.geye@mpls.k12.mn.us.

(b) The Contractor's authorized representatives with respect to this Agreement are: David Sweep; 612-290-5612, dsweep@hbsponline.com.

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: _____, 20__ By: _____
[Authorized Signatory]

_____
[Title]

CONTRACTOR

Dated: Nov. 17, 20 25 By: _____
[Authorized Signatory]

Shawn Banyai - President

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

(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. ***Force Majeure.*** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by or results

from acts beyond its reasonable control, including but not limited to: acts of God; natural disasters; fire; flood; earthquake; explosion; war; terrorism; civil unrest; epidemic or pandemic; governmental actions or orders; embargoes; shortages of labor, materials, or transportation; or any other event that renders performance commercially impracticable. In addition, the School District shall have the right to suspend or terminate this Agreement, in whole or in part, without penalty or liability, in the event of labor-related disruptions including but not limited to legal or illegal strikes, lockouts, picketing, walkouts, slowdowns, or other labor unrest that materially affects the District's operations or the Vendor's ability to perform under this Agreement. The Party affected by a force majeure event shall promptly notify the other Party in writing, describing the nature of the event and its expected duration. If the force majeure event continues for more than thirty (30) consecutive days, either Party may terminate this Agreement without further obligation, except for payment for services rendered or goods delivered prior to the force majeure event.

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

Furnish and Install (2) Banks of 99' 12 Row telescoping bleachers with an approximate Gross Seat Count of 1682 and 1286 Net Seats. Tier 2 electric power operation. 10" Courtside seats, 24" row spacing, 11-5/8" rise, clear urethane finished decking, self storing end rails, AUTO-Rotating and removable aisle rails, aisles per IBC 2018 with intermediate steps, and Hussey exclusive flex row configurations to meet ADA seating requirements. Including school logo and end curtains

Also includes demolition and disposal of existing bleachers and all electrical work associated with demolition and installation.

The Demolition and installation shall begin on June 22, 2026, and the work will need to be substantial complete by July 31, 2026. Final completion is August 14, 2026

Auto rotating aisle rails are NOT removable

The top 3 aisle rails and top 5 end rails are REQUIRED to be manually removed in order to store bleacher in the recess..

PROPOSAL

Date : 10.17.2025

To: **Edison High School**

Job Name : Main Gym Bleacher

Job Location : Minneapolis, MN
Architect: N/A

We are pleased to submit the following quotation for your consideration:

Telescoping Gym Bleacher Replacement

We Propose to Furnish and Install (2) Banks of 99' 12 Row telescoping bleachers with an approximate Gross Seat Count of 1682 and 1286 Net Seats. Tier 2 electric power operation. 10" Courtside seats, 24" row spacing, 11-5/8" rise, clear urethane finished decking, self storing end rails, AUTO-Rotating and removable aisle rails, aisles per IBC 2018 with intermediate steps, and Hussey exclusive flex row configurations to meet ADA seating requirments:

Hussey Maxam Bleacher	***FOR THE SUM OF .....***	***$377,913.00*** ***(See Notes Below)***
Demo	***ADD THE SUM OF .....***	***$38,018.00***
Xtreme Logos Both Banks	***ADD THE SUM OF .....***	***$12,172.00***

Notes Excludes electrical work and assumes 208V, 3 Phase power (existing location(s) may require moving).
Assumes colors from Hussey standard offering.
Includes MN PE Stamp but excludes permit fees, plan review fees, code review fees, etc.
Priced and designed to IBC 2018. Additional costs may apply to meet local codes.

Respectfully Submitted-
David Sweep
Service Manager
612-290-5612 Mobile

Contract#081523-HSC

This offer expires thirty days from above date.

The prices quoted are subject to change as set forth on the reverse side hereof. Seller reserves the right to revoke this offer at any time before acceptance. This offer is not a firm offer. Unless sooner revoked, this offer shall expire on the expiration date set forth above.

Acceptance of this offer is expressly limited to and subject to the terms and conditions set forth on both sides hereof, including those limiting warranties and liability and providing for price changes.

TERMS: Net 30 days from date of invoice.

All quotations are subject to the conditions printed on the back of this proposal and when accepted subject to credit approval.

Accepted by _____
(COMPANY NAME)

Signed _____ Title _____

Date _____

Respectfully submitted,

By *David Sweep*
H&B Specialized Products

QUALIFICATIONS:

1. Pricing good for 1 production run and 1 delivery with completion not later than:

2. Due to the unsettled nature of "Steel Tariffs" and "Freight Regulations",any such surcharges are not included in this proposal. Any steel or freight surcharges incurred will be passed along to the customer.

3. If there is anincrease in the actual cost of labor or materials charged to H&B Specialized Products, Inc in excess of 5% over our costs as of the date of this proposal: a) subsequent to making an Agreement based on this proposal, the price set forth will be increased and an updated proposal will be provided, b) after making an Agreement based on this proposal, H&B Specialized Products, Inc will submit written documentation of the increased

4. H&B Specialized Products, Inc reserves our right to a schedule extension; change orders for additional costs (including but not limited to material escalation; labor rate increases; acceleration costs; shipping costs; storage costs; administration overhead; etc.) related to any occurrence of an event which is outside of our reasonable

5. **Material Only Contracts**: Responsibility for the unloading, handling, storage and installation of material transfers to the Customer upon shipment from the factory. Customer is responsible for receiving, unloading and

6. This proposal is based upon usage of the AGC/ASA/ASC "Standard Form Construction Subcontract", 1996 Edition or a subcontract form otherwise acceptable to H&B Specialized Products, Inc.

EXCLUSIONS:

1. State Sales & Use Taxes. Purchaser by acceptance of this quotation agrees to furnish Tax Exemption Certificates when requested on non-taxable materials, otherwise any applicable tax will be added at time of invoicing.
2. Any Liquidated, Consequential and/or Actual Damages clauses.

3 Charges for vertical transportation, Mechanical utilities and connections, Electrical utilities and connections, Low voltage to gym equipment and control panels, Dumpster usage/ trash / recycling, Bonds, Removal of existing equipment, Rubber/vinyl base, In-wall backing/blocking.

4. Note: Clean-up to be limited to removing all debris, dirt and rubbish accumulated as a result ofour installation to a dumpster provided by others, leaving the premises broom clean and orderly.

SEE PAGE 3 & 4 for Terms & Conditions

Terms and Conditions

General
These terms and conditions are a component part of the attached proposal and constitute the entire agreement between H&B Specialized Products, Inc. By signing the proposal,Customer acknowledgesthat they understand and accept the proposal and the

Site Conditions
If concrete bases or bases by others, bases shall be smooth and level. Dimensions of any bases shall match the dimensions required per our shop drawings. Delays due to circumstances beyond the control of H&B Specialized Products, Inc shall entitle

Acceptance
This proposal may be accepted within 15 days subject to credit approval. H&B Specialized Products, Inc reserves the right to revoke this offer prior to acceptance by customer. Customer agrees that, by signing, grant authority to credit bureaus to release

Installation
This proposal assumes unloading and elevator use shall be conducted during normal business hours. This proposal is based on completing the work during normal business hours. Overtime, evening and weekend work is available at additional charge.

Engineering
All engineering, proposal drawings, specifications shall represent H&B Specialized Products, Inc's investment in engineering skill

and development and remain the property of H&B Specialized Products, Inc. Such are submitted with the understanding that the

Changes

Any requests for changes to the scope of work shall be made in writing with signed acceptance by authorized personnel from H&B Specialized Products, Inc and Customer

Liability

H&B Specialized Products, Inc shall not be liable for damages in any form or any other claim arising out of strikes, floods, fire, accidents, or any other causes beyond our control. H&B Specialized Products, Inc shall not be liable for liquidated, consequential or

Payment

Payment in full will be due and payable thirty (30) days from invoice date. Customer agrees to pay progress-billing invoices during the course of the project reflecting partial shipment of material and/or partial completion of labor work performed. Where

Customer agrees that, if the billed amount is not paid within terms, a service charge will be charged on the overdue balance at a percentage rate of 1.5% (18% ANNUAL PERCENTAGE RATE) for all accounts. If the customer fails to pay the entire unpaid balance on the account when due H&B Specialized Products, Inc may without further notice or demand, exercise all rights and remedies

Disputes

Customer and H&B Specialized Products, Inc hereby agree that disputes between the parties which cannot be settled amicably, shall be settled through the State District Court of Minnesota.

Cancellation

An officer of H&B Specialized Products, Inc must approve cancellation requests in writing. In order to compensate H&B Specialized Products, Inc for its investment in engineering, time, processing and administrative work, approved cancellations shall be subject

Warranty

THE MANUFACTURER EXPRESS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY H&B

Insurance

H&B Specialized Products, Inc maintains insurance and will provide certificates of insurance if requested on coverage and limits as provided by its insurance policy. No other insurance coverage is provided including waiver of subrogation or additional named

Codes

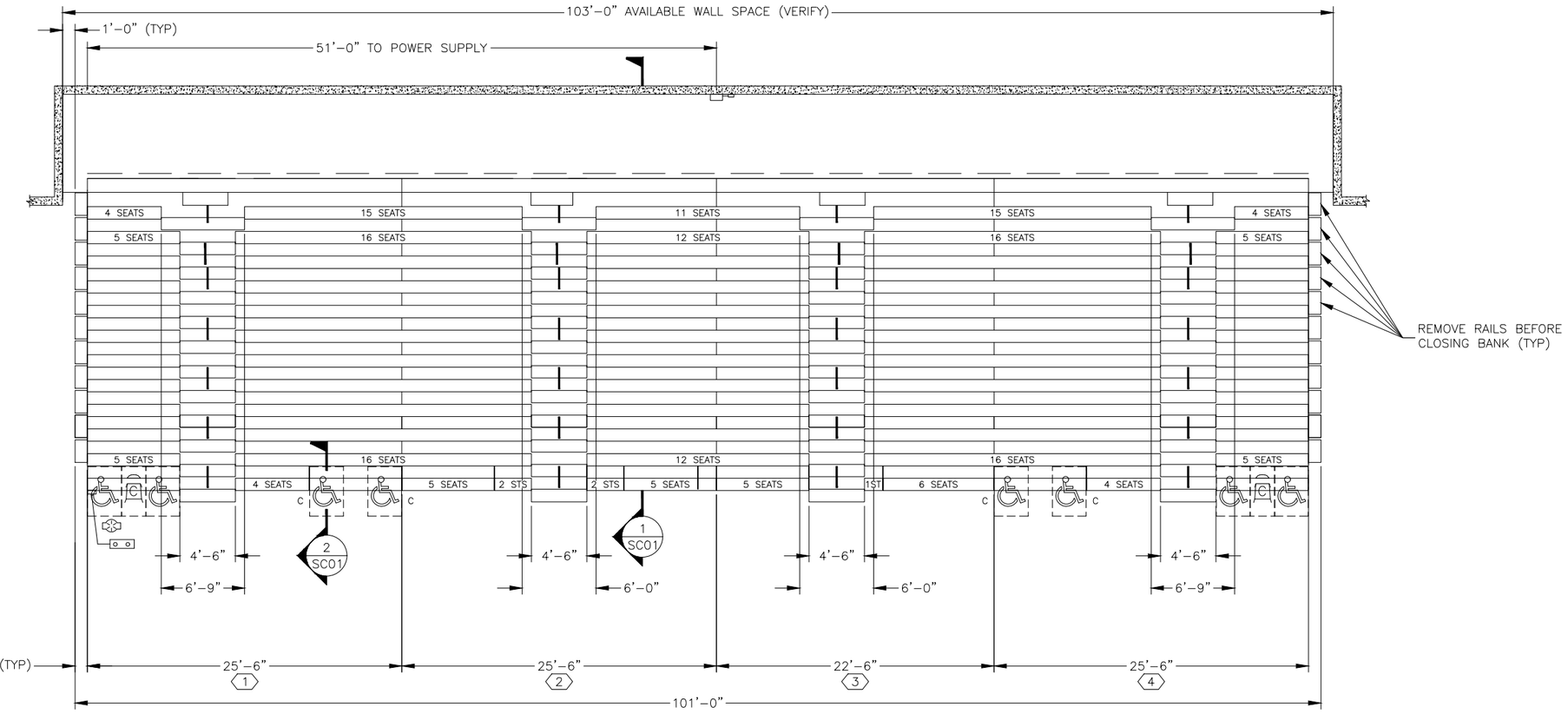
Customer, architect and/or contractor shall be responsible for all local, state and federal agency code compliance, permits, fees, design, engineering and testing. Costs for any and all such services are not included in this proposal. H&B Specialized Products,

IMPORTANT NOTE REGARDING RECESSED RAILS:

TOP 4 REMOVABLE RAILS NEED TO BE REMOVED TO ALLOW THE BLEACHER TO CLOSE UNDER THE RECESS. USE D-RINGS AND APPROPRIATE SAFETY HARNESS WHEN REMOVING RAILED ENDS.

IMPORTANT NOTE:

GATES MUST BE IN PLACE AT TRANSITION AREAS WHEN THE BLEACHER IS IN THE CLOSED POSITION.



BANK A

648 SEATS ON STAND, MAX. CAPACITY

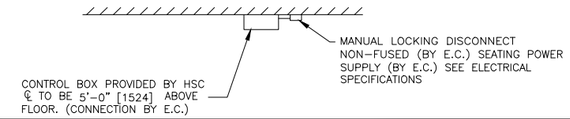
608 SEATS ON STAND, AS SHOWN

INTEGRAL POWER SUMMARY

BANK LETTER	NO. OF MOTORS	PWR FRAME MODEL	CONTROL: PENDANT/KEY	POWER SUPPLY LOCATION
A	4	PF2	PENDANT	51'-0"

POWER SPECIFICATIONS

POWER SUPPLY DETAIL: (STANDARD)



ELECTRICAL SPECIFICATIONS:

EACH MOTOR: 1/2HP, 120/208V, THREE PHASE, 1.25 SERVICE FACTOR
REF. INTEGRAL POWER SUMMARY CHART FOR QUANTITIES.
POWER SUPPLY: (SUPPLIED BY ELECTRICAL CONTRACTOR)(E.C.)
120/208 VOLTS, 20 AMPS, 3 PHASE, 4 CONDUCTORS + GROUND

POWER SUPPLY MUST BE ON A DEDICATED CIRCUIT.
MAXIMUM ALLOWABLE FULL LOAD VOLTAGE DROP IS 4 %.

ACCESSORIES

1. 2ND TIER INTEGRAL POWER: W/PENDANT CONTROL	13. CATCHMENT AISLE STEP(S)
2. SERVICE LIGHT	14. 10 - TRANSPORTABLE END RAIL(S)
3. INTERMEDIATE AISLE STEP(S) WITH NON-SLIP TREAD	15. 1 - RAIL CART
4. FRONT SURE-STEP(S) WITH NON-SLIP TREAD	16.
5. AISLE RAIL(S) MXM26 ARAR (MRAR T2 ONLY)	17.
6. 2 - SELF STORING RAILED ENDS	18.
7. COURTSIDE (PLASTIC) 12" SEAT	19.
8. FLEX ROWS	20.
9. FLAT TOP DECK	21.
10. 4 - INVERTED AISLE RAILS	22.
11. UPPER RECESS CABLES	23.
12. CUSTOM T12 FRAMES AND STABILIZERS	24.

FINISH SCHEDULE: COURTSIDE 12"

SEAT	COURTSIDE TBD		
CONTOUR PLASTIC BACKREST	NONE		
RAILS	983 BLACK		
PANELS	FRONT: N/A	REAR: N/A	END: N/A
END CURTAINS	N/A		
DECKING (MXM26)	5/8"[16] AC PLYWOOD WITH 2 COATS OF CLEAR POLYURETHANE		
DECKING (MXMPLUS)	N/A		
CARPET	N/A		
UNDERSTRUCTURE	BLACK ALKYD ENAMEL		
NOSES, RISERS & SKIRT PANELS	SILVER ZINC ALLOY MATTE		
STEPS	SILVER ZINC ALLOY MATTE		

FIRST ROW SCHEDULE

MODULES DENOTED WITH '*' START IN SECTION INDICATED, END IN ADJACENT SECTION

BANK	SECTION	MODULE LAYOUT
A	1	5 SEATS, 7 SEATS, 5 SEATS
A	2	5 SEATS, 7 SEATS, 5 SEATS
A	3	9 SEATS, 6 SEATS
A	4	5 SEATS, 7 SEATS, 5 SEATS

hussey seating™
YOUR PARTNER FOR SEATING SOLUTIONS
38 DYER STREET EXT.
NORTH BERWICK, ME. 03906
TELEPHONE: (207) 676-2271 FAX: (207) 676-9815

IMPORTANT

THIS PLAN HAS BEEN DRAWN IN ACCORDANCE WITH THE INFORMATION SUPPLIED BY THE ARCHITECT, AND/OR DEALER. HUSSEY SEATING Co. DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY, OR RELEVANCE, SHOULD THERE BE ANY DEVIATION FROM THE INFORMATION SUPPLIED WITHOUT THE APPROVAL OF HUSSEY SEATING CO.

GENERAL NOTES

1. THE ARCHITECT, GENERAL CONTRACTOR AND OWNER WILL ENSURE THAT FLOORING IS LEVEL WITHIN ±1/8"[3] IN 8'-0"[2438] AND THAT THE FLOORING IS CONTINUOUS.
2. THE LAYOUT SHOWN IS DRAWN PER HUSSEY SEATING CO. INTERPRETATION OF: MINNESOTA/IBC 2018, IN A BUILDING THAT ISNOT SMOKE PROTECTEDPLEASE VERIFY

   IF NO OTHER CODE IS INDICATED, IT IS ASSUMED THAT THE DEALER/ARCHITECT IS AWARE OF THE CODE APPLIED TO THE LAYOUT SHOWN, AND THAT HUSSEY SEATING Co. CANNOT BE HELD RESPONSIBLE IF ANY DEVIATION OCCURS.
3. HUSSEY SEATING COMPANY STRIVES TO CONTINUOUSLY IMPROVE ITS PRODUCT AND MANUFACTURING METHODS. THE COMPANY RESERVES THE RIGHT TO MAKE CHANGES WITHOUT NOTICE WHEN, IN THE OPINION OF THE COMPANY, SUCH CHANGES IMPROVE THE PRODUCT OR ITS PERFORMANCE.

NOT FOR CONSTRUCTION
PRELIMINARY
HUSSEY SEATING CO.
NOT FOR CONSTRUCTION

BANK SUMMARY

BANK: A
MODEL: MAXAM26
STAND TYPE: TWO ROW RECESS
RISE: SEE SC01
ROW SPACING: 24"
TIERS: 12

FIELD SUMMARY (REQUIRED WITH FIELD CHECK)
FLOOR CONSTRUCTION: WOOD
WALL CONSTRUCTION: CONCRETE BLOCK
LOWER ATTACHMENT TYPE: FLOOR

PLEASE VERIFY BUILDING CODE AND SMOKE PROTECTION

REV.	CHK	DATE	DESCRIPTION
REVISIONS			

Field Check By: _____ Date: _____
Approval By: _____ Date: _____

H & B SPECIALIZED PRODUCTS, INC.
PHONE: 952-374-6110
FAX: 952-374-6111
EMAIL: kendell.banyai@hbsponline.com
6213 BURY DRIVE
EDEN PRAIRIE, MN 55346

PLAN OF SEATING: BANK A
EDISON HIGH SCHOOL
MINNEAPOLIS, MN

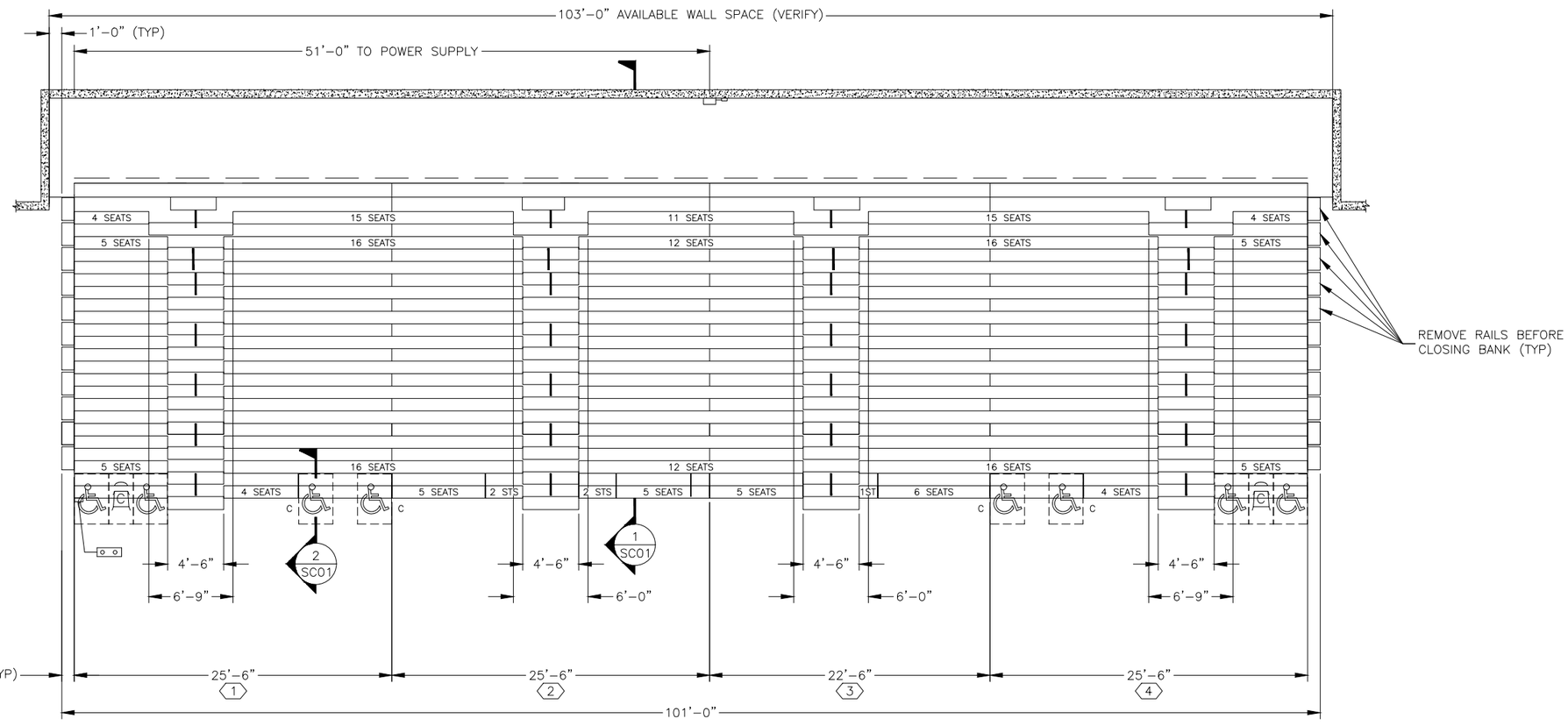
DRAWN BY: LMAKARA DATE: 10/9/2025
CHKD BY: X DATE: X
SCALE: 3/32" [2] = 1'-0" [305]
MODIFIED: 10/16/2025 10:14 AM
PLOTTED: 10/16/2025 10:14 AM
CAD NO. Q503703-0PT1-LCM
DRAWING NO. FP01

IMPORTANT NOTE REGARDING RECESSED RAILS:

TOP 4 REMOVABLE RAILS NEED TO BE REMOVED TO ALLOW THE BLEACHER TO CLOSE UNDER THE RECESS. USE D-RINGS AND APPROPRIATE SAFETY HARNESS WHEN REMOVING RAILED ENDS.

IMPORTANT NOTE:

GATES MUST BE IN PLACE AT TRANSITION AREAS WHEN THE BLEACHER IS IN THE CLOSED POSITION.



BANK B

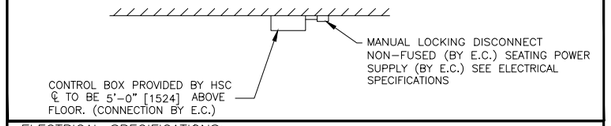
648 SEATS ON STAND, MAX. CAPACITY
608 SEATS ON STAND, AS SHOWN

INTEGRAL POWER SUMMARY

BANK LETTER	NO. OF MOTORS	PWR FRAME MODEL	CONTROL: PENDANT/KEY	POWER SUPPLY LOCATION
B	4	PF2	PENDANT	51'-0"

POWER SPECIFICATIONS

POWER SUPPLY DETAIL: (STANDARD)



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REF. INTEGRAL POWER SUMMARY CHART FOR QUANTITIES.
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11. CUSTOM T12 FRAMES AND STABILIZERS	23.
12. CATCHMENT AISLE STEP(S)	24.

FINISH SCHEDULE: COURTSIDE 12"

SEAT	COURTSIDE TBD		
CONTOUR PLASTIC BACKREST	NONE		
RAILS	983 BLACK		
PANELS	FRONT: N/A	REAR: N/A	END: N/A
END CURTAINS	N/A		
DECKING (MXM26)	5/8"[16] AC PLYWOOD WITH 2 COATS OF CLEAR POLYURETHANE		
DECKING (MXMPLUS)	N/A		
CARPET	N/A		
UNDERSTRUCTURE	BLACK ALKYD ENAMEL		
NOSES, RISERS & SKIRT PANELS	SILVER ZINC ALLOY MATTE		
STEPS	SILVER ZINC ALLOY MATTE		

FIRST ROW SCHEDULE

MODULES DENOTED WITH '*' START IN SECTION INDICATED, END IN ADJACENT SECTION

BANK	SECTION	MODULE LAYOUT
B	1	5 SEATS, 7 SEATS, 5 SEATS
B	2	5 SEATS, 7 SEATS, 5 SEATS
B	3	9 SEATS, 6 SEATS
B	4	5 SEATS, 7 SEATS, 5 SEATS

HUSSEY SINCE 1920
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TELEPHONE: (207) 676-2271 FAX: (207) 676-9815

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NOT FOR CONSTRUCTION
PRELIMINARY
HUSSEY SEATING CO.
NOT FOR CONSTRUCTION

BANK SUMMARY

BANK: B
MODEL: MAXAM26
STAND TYPE: TWO ROW RECESS
RISE: SEE SC01
ROW SPACING: 24"
TIERS: 12

FIELD SUMMARY (REQUIRED WITH FIELD CHECK)
FLOOR CONSTRUCTION: WOOD
WALL CONSTRUCTION: CONCRETE BLOCK
LOWER ATTACHMENT TYPE: FLOOR

PLEASE VERIFY BUILDING CODE AND SMOKE PROTECTION

REV.	CHK	DATE	DESCRIPTION

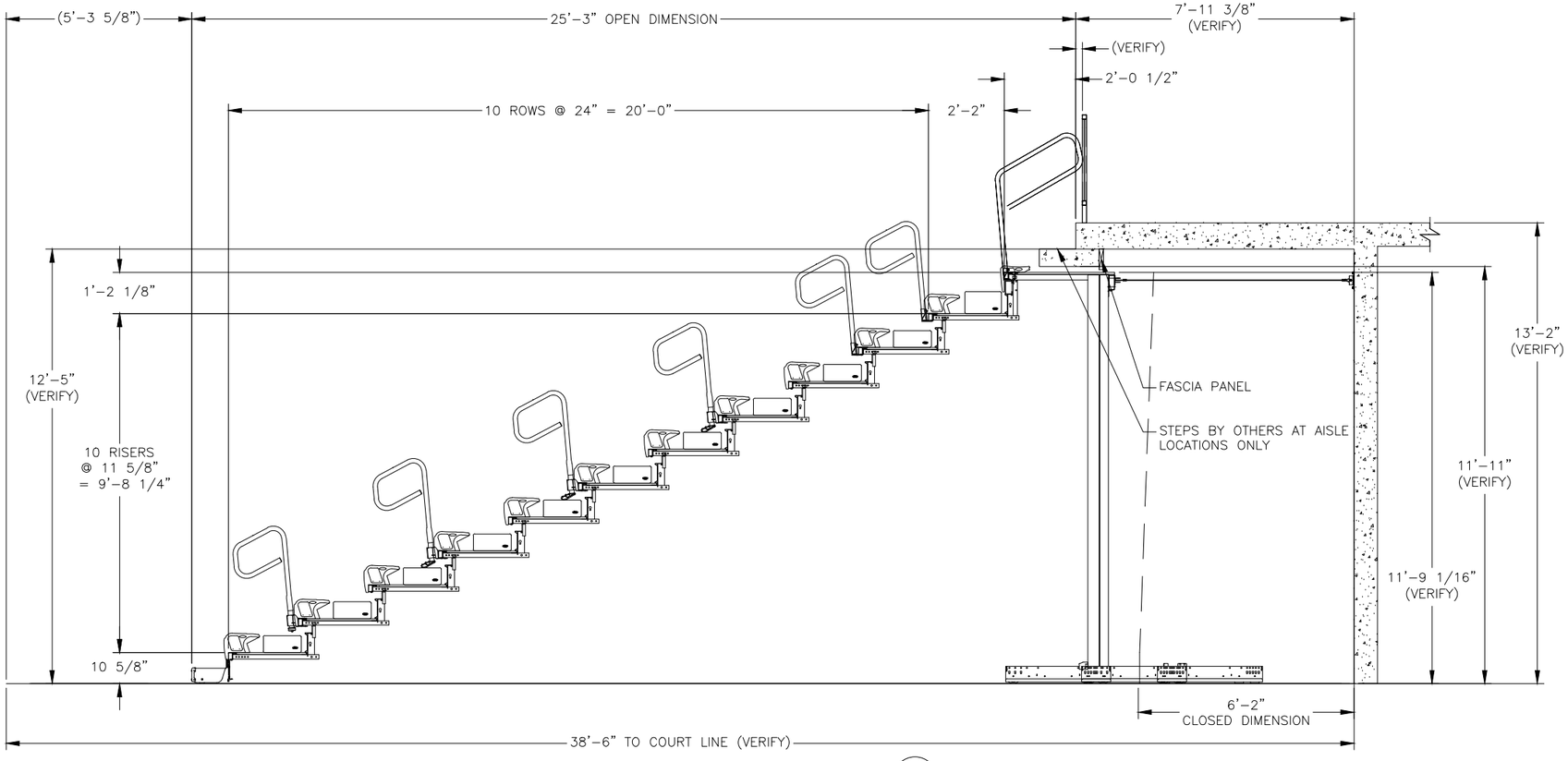
REVISIONS

Field Check By: _____ Date: _____
Approval By: _____ Date: _____

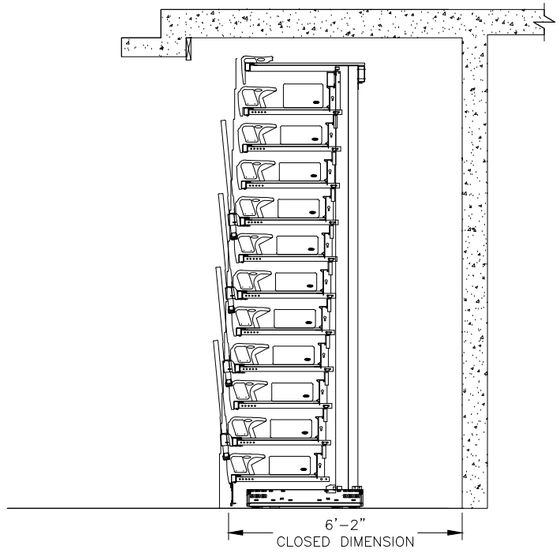
H & B SPECIALIZED PRODUCTS, INC.
PHONE: 952-374-6110
6213 BURY DRIVE
FAX: 952-374-6111
EDEN PRAIRIE, MN 55346
EMAIL: kendell.banyai@hbsponline.com

PLAN OF SEATING: BANK B
EDISON HIGH SCHOOL
MINNEAPOLIS, MN

DRAWN BY: LMAKARA DATE: 10/9/2025
CHKD BY: X DATE: X
SCALE: 3/32" [2] = 1'-0" [305]
MODIFIED: 10/16/2025 10:14 AM
PLOTTED: 10/16/2025 10:14 AM
CAD NO. Q503703-OPT1-LCM
DRAWING NO. FP02



SECTION 1 / SC01
1/4" [6] = 1'-0" [305]



BANKS A & B IN CLOSED POSITION

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HUSSEY SEATING CO.
NOT FOR CONSTRUCTION

BANK SUMMARY

BANK: A & B
MODEL: MAXAM26
STAND TYPE: TWO ROW RECESS
RISE: SEE SC01
ROW SPACING: 24"
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			REVISIONS

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EMAIL: kendell.banyai@hbsponline.com
6213 BURY DRIVE
EDEN PRAIRIE, MN 55346

SECTION VIEWS: BANKS A & B
EDISON HIGH SCHOOL
MINNEAPOLIS, MN

DRAWN BY: LMAKARA DATE: 10/9/2025
CHKD BY: X DATE: X
SCALE: AS NOTED
MODIFIED: 10/16/2025 10:14 AM
PLOTTED: 10/16/2025 10:14 AM
CAD NO. Q503703-OPT1-LCM
DRAWING NO. SC01

VIRTUAL SAMPLE

GRAPHIC TYPE: XTREME LOGO

BANK INFO:

Seat Color: HSC 301 Blue
Seat Size: 10 inch
Rise: 11 5/8
Tiers: 12
R. Spacing: 24

LOGO COLOR INFO:

Colors: PMS 129, White

LOGO QUALITY INFO:

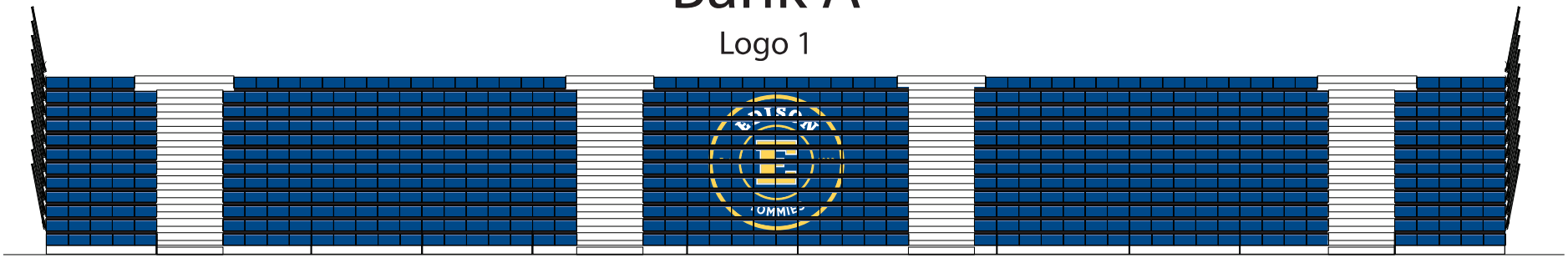
Logo is good for production

JOB INFO:

DEALER: H & B
PROJECT: Q503703_EDISON HIGH SCHOOL
VERSION: B
DATE SENT: 10/16/25
PRINT NAME:
DATE APPROVED:
SIGNATURE:

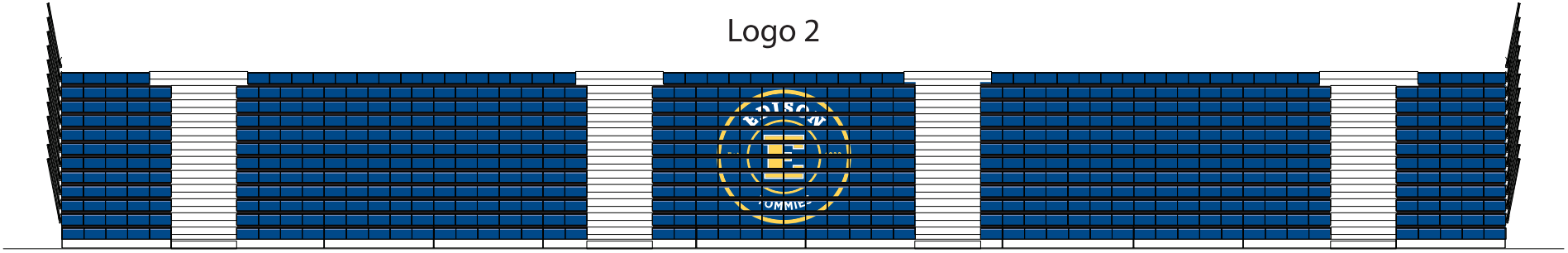
Bank A

Logo 1



Bank B

Logo 2



hussey seating™
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The attached virtual sample is only a rendering designed to provide a low-resolution virtual design indication. Both layout and color may vary from final print out and applied graphics. The final decals will be printed using the CMYK version of your Pantone color and we do not guarantee a color match.This virtual proof does not qualify for production artwork. Hussey Seating requires .EPS camera-ready files. Please include final approved production artwork files when you submit your order. Hussey is not responsible for any rejected order due to expectations based on this virtual sample.

EXHIBIT C

SCHEDULE OF RATES/PAYMENTS

PROPOSAL

Date : 10.17.2025

To: **Edison High School**

Job Name : Main Gym Bleacher

Job Location : Minneapolis, MN
Architect: N/A

We are pleased to submit the following quotation for your consideration:

Telescoping Gym Bleacher Replacement

We Propose to Furnish and Install (2) Banks of 99' 12 Row telescoping bleachers with an approximate Gross Seat Count of 1682 and 1286 Net Seats. Tier 2 electric power operation. 10" Courtside seats, 24" row spacing, 11-5/8" rise, clear urethane finished decking, self storing end rails, AUTO-Rotating and removable aisle rails, aisles per IBC 2018 with intermediate steps, and Hussey exclusive flex row configurations to meet ADA seating requirments:

Hussey Maxam Bleacher	***FOR THE SUM OF .....***	***$377,913.00*** ***(See Notes Below)***
Demo	***ADD THE SUM OF .....***	***$38,018.00***
Xtreme Logos Both Banks	***ADD THE SUM OF .....***	***$12,172.00***

Notes Excludes electrical work and assumes 208V, 3 Phase power (existing location(s) may require moving).
Assumes colors from Hussey standard offering.
Includes MN PE Stamp but excludes permit fees, plan review fees, code review fees, etc.
Priced and designed to IBC 2018. Additional costs may apply to meet local codes.

Respectfully Submitted-
David Sweep
Service Manager
612-290-5612 Mobile

Contract#081523-HSC

This offer expires thirty days from above date.

The prices quoted are subject to change as set forth on the reverse side hereof. Seller reserves the right to revoke this offer at any time before acceptance. This offer is not a firm offer. Unless sooner revoked, this offer shall expire on the expiration date set forth above.

Acceptance of this offer is expressly limited to and subject to the terms and conditions set forth on both sides hereof, including those limiting warranties and liability and providing for price changes.

TERMS: Net 30 days from date of invoice.

All quotations are subject to the conditions printed on the back of this proposal and when accepted subject to credit approval.

Accepted by _____
(COMPANY NAME)

Signed _____ Title _____

Date _____

Respectfully submitted,

By *David Sweep*
H&B Specialized Products

QUALIFICATIONS:

1. Pricing good for 1 production run and 1 delivery with completion not later than:

2. Due to the unsettled nature of "Steel Tariffs" and "Freight Regulations",any such surcharges are not included in this proposal. Any steel or freight surcharges incurred will be passed along to the customer.

3. If there is anincrease in the actual cost of labor or materials charged to H&B Specialized Products, Inc in excess of 5% over our costs as of the date of this proposal: a) subsequent to making an Agreement based on this proposal, the price set forth will be increased and an updated proposal will be provided, b) after making an Agreement based on this proposal, H&B Specialized Products, Inc will submit written documentation of the increased

4. H&B Specialized Products, Inc reserves our right to a schedule extension; change orders for additional costs (including but not limited to material escalation; labor rate increases; acceleration costs; shipping costs; storage costs; administration overhead; etc.) related to any occurrence of an event which is outside of our reasonable

5. **Material Only Contracts**: Responsibility for the unloading, handling, storage and installation of material transfers to the Customer upon shipment from the factory. Customer is responsible for receiving, unloading and

6. This proposal is based upon usage of the AGC/ASA/ASC "Standard Form Construction Subcontract", 1996 Edition or a subcontract form otherwise acceptable to H&B Specialized Products, Inc.

EXCLUSIONS:

1. State Sales & Use Taxes. Purchaser by acceptance of this quotation agrees to furnish Tax Exemption Certificates when requested on non-taxable materials, otherwise any applicable tax will be added at time of invoicing.
2. Any Liquidated, Consequential and/or Actual Damages clauses.

3 Charges for vertical transportation, Mechanical utilities and connections, Electrical utilities and connections, Low voltage to gym equipment and control panels, Dumpster usage/ trash / recycling, Bonds, Removal of existing equipment, Rubber/vinyl base, In-wall backing/blocking.

4. Note: Clean-up to be limited to removing all debris, dirt and rubbish accumulated as a result ofour installation to a dumpster provided by others, leaving the premises broom clean and orderly.

SEE PAGE 3 & 4 for Terms & Conditions

Terms and Conditions

General
These terms and conditions are a component part of the attached proposal and constitute the entire agreement between H&B Specialized Products, Inc. By signing the proposal,Customer acknowledgesthat they understand and accept the proposal and the

Site Conditions
If concrete bases or bases by others, bases shall be smooth and level. Dimensions of any bases shall match the dimensions required per our shop drawings. Delays due to circumstances beyond the control of H&B Specialized Products, Inc shall entitle

Acceptance
This proposal may be accepted within 15 days subject to credit approval. H&B Specialized Products, Inc reserves the right to revoke this offer prior to acceptance by customer. Customer agrees that, by signing, grant authority to credit bureaus to release

Installation
This proposal assumes unloading and elevator use shall be conducted during normal business hours. This proposal is based on completing the work during normal business hours. Overtime, evening and weekend work is available at additional charge.

Engineering
All engineering, proposal drawings, specifications shall represent H&B Specialized Products, Inc's investment in engineering skill

and development and remain the property of H&B Specialized Products, Inc. Such are submitted with the understanding that the

Changes

Any requests for changes to the scope of work shall be made in writing with signed acceptance by authorized personnel from H&B Specialized Products, Inc and Customer

Liability

H&B Specialized Products, Inc shall not be liable for damages in any form or any other claim arising out of strikes, floods, fire, accidents, or any other causes beyond our control. H&B Specialized Products, Inc shall not be liable for liquidated, consequential or

Payment

Payment in full will be due and payable thirty (30) days from invoice date. Customer agrees to pay progress-billing invoices during the course of the project reflecting partial shipment of material and/or partial completion of labor work performed. Where

Customer agrees that, if the billed amount is not paid within terms, a service charge will be charged on the overdue balance at a percentage rate of 1.5% (18% ANNUAL PERCENTAGE RATE) for all accounts. If the customer fails to pay the entire unpaid balance on the account when due H&B Specialized Products, Inc may without further notice or demand, exercise all rights and remedies

Disputes

Customer and H&B Specialized Products, Inc hereby agree that disputes between the parties which cannot be settled amicably, shall be settled through the State District Court of Minnesota.

Cancellation

An officer of H&B Specialized Products, Inc must approve cancellation requests in writing. In order to compensate H&B Specialized Products, Inc for its investment in engineering, time, processing and administrative work, approved cancellations shall be subject

Warranty

THE MANUFACTURER EXPRESS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY H&B

Insurance

H&B Specialized Products, Inc maintains insurance and will provide certificates of insurance if requested on coverage and limits as provided by its insurance policy. No other insurance coverage is provided including waiver of subrogation or additional named

Codes

Customer, architect and/or contractor shall be responsible for all local, state and federal agency code compliance, permits, fees, design, engineering and testing. Costs for any and all such services are not included in this proposal. H&B Specialized Products,

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-$357,171

Amendment Number/Change Order number: 4400003081-$75,000

1. *Original contract amount:* 300,000
2. *Previous Amendment amount:* 57,171
3. *Amended Amount:* 75,000
4. *Accumulative contract amount:* 432,171

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 432,171 Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: *Temp Service for Warehouse*

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 Officer of Operations

Date: _____

Click or tap here to enter text.:

Signature: D. Hackler

Name: David Hackler

Title: President

Date: 12/1/2025

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 LIABILTY

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 contactor. 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

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

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

Name: (Printed) Tom Parent

Title: Senior Operations Officer

Date: June 13, 2025

Indrotec Authorization

Signature: *Phil Proell*

Name: (Printed) Phil Proell

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	Phil Proell
Signature	Name
Operations Director	5/27/2025
Title	Date

FY21 North High School CTE Project

Master Planning Contract Sum: $
Schematic–Construction Contract Sum: TBD

Architect: LSE Architects

Project Name and Number

North High School CTE Project
1800 34th Avenue NE
Minneapolis, MN 55418
Minneapolis Public Schools Project Number 21-00 Nort

Description

This project includes the remodeling of the southeast wing of North High School to a CTE center. A preliminary study was completed showing the potential floor plans. The project includes the renovation and separate entrance for a CTE center. The project also includes lunchroom and kitchen modifications and new entrance for North High School. Future projects include significant mechanical and electrical renovations throughout the school.

Contract Documents

AIA Document B101-2017
Exhibit A – Project Charter
Exhibit B – Project Design Milestones & Deliverables
Exhibit C – Owner Insurance
Exhibit D – Owner Requirements
AIA Document G201-2013
AIA Document G202-2013
AIA Document E203-2013

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty Eight day of January in the year 2021
(In words, indicate day, month and year.)

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

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

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

Lawal Scott Erickson Architects, Incorporated
100 Portland Avenue S, Suite 100
Minneapolis, MN
55401

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

North High School CTE Project
1500 James Ave N
Minneapolis, MN
55411

The Owner and Architect agree as follows.

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

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

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

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

Init.
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User Notes: (3B9ADA29)

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2 ARCHITECT'S RESPONSIBILITIES

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4 SUPPLEMENTAL AND ADDITIONAL SERVICES

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9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Defined in EXH-A Project Charter

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

Defined in EXH-A Project Charter

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Defined in EXH-A Project Charter

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

.1 Design phase milestone dates, if any:

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User Notes: (3B9ADA29)

Defined in EXH-B Project Design Milestones & Deliverables

.2 Construction commencement date:

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

.3 Substantial Completion date or dates:

Defined in EXH-A Project Charter

.4 Other milestone dates:

Defined in EXH-B Project Design Milestones & Deliverables

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Defined in EXH-A Project Charter

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

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

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

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Andy Lesch, PLA Project Manager
Construction Services,, CPCM
1250 West Broadway
Minneapolis, MN
55411
612-267.9207, 612.668.0434

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

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

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

Jennifer Anderson - Tuttle, Assoc. AIA
LSE Architects, Inc.
100 Portland Ave South, Suite 100
Minneapolis, MN
55401
612.343.1010

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

(Paragraphs Deleted)

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

Professional Consultant Team as defined in EXH-A Project Charter

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

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

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite

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AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

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

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

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

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the scope of services. Field verification and destructive testing shall not be required for portions of the building or building systems that are not within the scope of services as defined in AIA G202-2013 Article
(Paragraph Deleted)

3.3.

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

§ 3.3 Design Development Phase Services

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

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shall submit reports, documents for review, and deliverables as defined in EXH-B Project Design Milestones & Deliverables and AIA contracts G201-2013, G202-2013, and E203-2013.

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

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

§ 3.4 Construction Documents Phase Services

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

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

§ 3.5.3 Negotiated Proposals

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

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

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

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

§ 3.6.2.2 The Architect has the authority and obligation to reject Work that does not conform to the Contract Documents unless the Owner accepts non-conforming work in writing after consulting with the Architect. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority and obligation to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority and obligation of the Architect nor a

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decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

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

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2)

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affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	

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§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

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

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

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

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

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

§ 4.2 Architect's Additional Services

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

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

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

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.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs Deleted)

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

(Paragraph Deleted)

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

(Paragraph Deleted)

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

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

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

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

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

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

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility;

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expandability; special equipment; systems; and site requirements and stakeholder engagement requirements as defined in EXH-B Project Design Milestones & Deliverables.

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

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

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

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

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

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

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

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

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

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

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance

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of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

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

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

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

§ 5.18 The Owner shall provide Testing and Special Inspections.

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

systems.

ARTICLE 6 COST OF THE WORK

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

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

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

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shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

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

.1 give written approval of an increase in the budget for the Cost of the Work;

.2 authorize rebidding or renegotiating of the Project within a reasonable time;

.3 terminate in accordance with Section 9.5;

.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

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

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

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

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(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0

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

$0

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the

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written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

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.1 Stipulated Sum
(Insert amount)

Defined in EXH-A Project Charter

.2 Percentage Basis
(Insert percentage value)

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

.3 Other
(Describe the method of compensation)

Defined in EXH-A Project Charter

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

Defined in EXH-A Project Charter.

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

Defined in EXH-A Project Charter

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

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

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

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

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on

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those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Defined in EXH-A Project Charter

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

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

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

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

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

$0

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

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

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§ 11.10.2 Progress Payments

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

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

%

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

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

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

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

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

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ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

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

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

January 31, 2020

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

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

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

(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

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

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

.6 Other documents:

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

AIA Document A201-2017 General Conditions

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

OWNER (Signature)

Ibrahima Diop, Senior Financial Officer

(Printed name and title)

ARCHITECT (Signature)

QUINTIN J. SCOTT / PRESIDENT

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

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Additions and Deletions Report for
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PAGE 1

AGREEMENT made as of the Twenty Eight day of January in the year 2021

...

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

...

Lawal Scott Erickson Architects, Incorporated
100 Portland Avenue S, Suite 100
Minneapolis, MN
55401

...

North High School CTE Project

...

1500 James Ave N

...

Minneapolis, MN
55411

...

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

...

EXH-A Project Charter

...

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EXH-B Project Design Milestones & Deliverables

...

EXH-C Owner Insurance

...

EXH-D Owner Requirements

PAGE 2

TABLE OF ARTICLES

...

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

...

Defined in EXH-A Project Charter

...

Defined in EXH-A Project Charter

...

Defined in EXH-A Project Charter

PAGE 3

Defined in EXH-B Project Design Milestones & Deliverables

...

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

...

Defined in EXH-A Project Charter

...

Defined in EXH-B Project Design Milestones & Deliverables

...

Defined in EXH-A Project Charter

...

Sustainable Design solutions which optimize or promote improved energy efficiency, occupant well-being, comfort, health, and improved long-term maintenance serviceability as standard to LEED rating system and B3 requirements

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are valued. Owner will not pursue LEED certification or complete B3 compliance. The Architect is not required to provide additional services for Sustainable Design.

...

Andy Lesch, PLA Project Manager
Construction Services,, CPCM
1250 West Broadway
Minneapolis, MN
55411
612-267.9207, 612.668.0434

PAGE 4

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

...

Jennifer Anderson - Tuttle, Assoc. AIA
LSE Architects, Inc.
100 Portland Ave South, Suite 100
Minneapolis, MN
55401
612.343.1010

...

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

...

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

...

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

...

~~**.1** Structural Engineer:~~

...

~~**.2** Mechanical Engineer:~~

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...

~~.3 Electrical Engineer:~~

...

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

...

Professional Consultant Team as defined in EXH-A Project Charter

PAGE 5

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

...

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

...

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

...

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

...

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

...

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

...

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

PAGE 6

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

...

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

...

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

...

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

...

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

...

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

PAGE 7

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

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3.3.

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§ 3.2 Schematic Design Phase Services

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

...

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

PAGE 8

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

...

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

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

...

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

PAGE 9

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

...

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

...

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

PAGE 10

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

...

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

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

...

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

PAGE 11

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

...

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

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manner.

...

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

PAGE 12

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

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

PAGE 13

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

...

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

PAGE 14

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

...

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

...

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

...

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

...

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

...

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

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...

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

...

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

...

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

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

PAGE 15

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

...

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

...

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

PAGE 16

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

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

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...

§ 5.18 The Owner shall provide Testing and Special Inspections.

...

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

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~~**ARTICLE**~~

...

systems.

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ARTICLE 6 COST OF THE WORK

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

PAGE 17

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

...

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

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§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase

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Services is exceeded by five percent (5%) by the lowest bona fide bid or negotiated proposal, the Owner shall

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

...

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

PAGE 18

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

PAGE 19

[X] Litigation in a court of competent jurisdiction

PAGE 20

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

...

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

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§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any

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form at the Project site. A hazardous material or toxic substance is any material or substance that may be considered hazardous, toxic, or otherwise subject to statutory or regulatory requirements governing handling, disposal, and/or cleanup. For purposes of this agreement, the term hazardous material shall include and not be limited to asbestos, polychlorinated biphenyl (PCB), mold, mildew, fungi, or other similar microbial conditions.

...

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

...

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

PAGE 22

Defined in EXH-A Project Charter

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Defined in EXH-A Project Charter

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Defined in EXH-A Project Charter.

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Defined in EXH-A Project Charter

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

PAGE 23

Defined in EXH-A Project Charter

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

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

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

PAGE 24

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

...

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

...

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

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

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

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

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January 31, 2020

...

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

...

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

...

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

...

[X] Other Exhibits incorporated into this Agreement:

...

EXH-A Project Charter

...

EXH-B Project Design Milestones & Deliverables

...

EXH-C Owner Insurance

...

EXH-D Owner Requirements

...

~~.4~~ **.6** Other documents:

...

AIA Document A201-2017 General Conditions

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Minneapolis Public Schools, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:15:42 CT on 02/10/2021 under Order No. 1260426072 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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EXHIBIT A - Project Charter

Project Identification, Intent, and Scope

Re: MPS Project Number: Nort-21-00
MPS Project Name: FY21 North High School CTE Project
School Website: http:// north.mpls.k12.mn.us

Building Context

North School was constructed in 1972 with an addition in 1997.The school has a total area of approximately 282,795 square feet. The school currently has a student population ranging from grade 9 through grade 12. North High school is based on a HS-60T prototype. The school has several external programs including day care, sports programs and Community Education.

Project Intent

Conversion of the southeast wing to a CTE center and modifications to the entrance and kitchen/lunchroom at North High School. Future projects include significant LTFM, mechanical and electrical improvements throughout the building.

Project Summary

Project Delivery Method:	Best Value
Project Construction Budget:	$60-80M to be Determined, phase II FY22 scope may be added at the end of the schematic phase
Phased Construction Completion:	July 1st 2023 CTE/Entries /Kitchen/Cafeteria, possibly July 1st 2024 if delays occur 2025 Systems Upgrades

Scope/Budget Context

This project includes the remodeling of the southeast wing of North High School to a CTE center. A preliminary study was completed showing the potential floor plans. The project includes the renovation and separate entrance for a CTE center. The project also includes lunchroom and kitchen modifications and new entrance for North High School. Future projects include significant mechanical and electrical renovations throughout the school.

Capital Renewal items:

1. Electrical System and Service
2. Elevator
3. Mechanical Systems
4. Food service equipment

Project Schedule

Project Phase	Suggested Completion Date
Master Plan Report	4/30/2021
Schematic Design Report – Phase 1	6/25/2021
Design Development Report	8/16/2021
Construction Documents Report	12/13/2021
Receive bids	1/6/2022
BOE Construction Contract Approval	1/11/2022
Pre-Construction Activities	1/17/2022
Construction Area 1 - CTE	6/2023
Construction Area 2 – Entry/Kitch./ME	6/2023
Construction Area 1 & 2 if delayed final	10/ 2024
Construction Area 3 – LTFM	6/2025
Warranty (one year)	

Project Staff

The following MPS staff are anticipated to serve on the Stakeholder Team. This is an evolving list.

Mauri Friestleben	School Principal
TBD	Site Council
TBD	Site Council
TBD	Director CTE/Stem
TBD	Students

The following MPS staff are anticipated to serve on the Steering Team. This is an evolving list.

Celina Martina	Exec. Director Engagement & External Services
Curt Hartog	Executive Director - CPCM
Shawn Harris -Berry	Assoc. Superintendent
TBD	Director CTE/Stem
Grant Lindberg	Manager Plant Maintenance
Karen DeVet	Senior Operating Officer
David Richards	Master Planner - CPCM
Jibril Yusuf	Manager, Design & Construction
Jason Matlock	Director EMSS
Penny Jones Richardson	Communications and External Engagement

Project Communications

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

Communication
Meetings with Steering Team
Meetings with Stakeholder Team
Presentations to Community Groups if needed
Project web page updates

Project e-updates
Updates for elected representatives
Updates for families and staff
Updates for neighborhood
Construction signage
Board of Education updates

Project Budget

Construction Budget

$21,710,004

Type	Capital Renewal	Capital Improvement	Total
CTE Center		19,255,608	19,255,608
Kitchen/Lunchroom		959,247	959,247
Kitchen electrical , mech	896,814		896,814
HVAC ,Tuckpointing	598,335		598,335
PROJECT TOTALS			
CONSTRUCTION TOTAL			**21,710,004**

Consultant's Fee, Hourly Rates, and Reimbursable Expenses

Compensation for the Master Planning Phase of the Project Services are defined herein as a fixed fee of $172,400. The schematic Design fee is proposed as a lump sum fee. For the Schematic Design Phase the fee is for proposed as $254,094 based on a Construction budget of $21.7M. Reimbursable expenses are estimated at $20,000 for these phases. Total Award is 446,494 with later phases to be added as per the proposal letter.

Basic Design Services will be allocated to the phases of work as defined in EXH-B Project Design Milestones & Deliverables.

APPENDIX C: PRICING INFORMATION

F: Fees and Costs

As requested, we have provided hourly rates for key team members only. We have proposed a fee structure that is not an hourly based fee.

Key Team Member	Role	Rate
Mohammed Lawal	Principal Architect	$250
Jennifer Anderson-Tuttle	Principal/Planner	$200
Keon Blasingame	Project Manager/Associate	$175
Ian Simmonson	Project Designer/Associate	$175
Tunde Olusanya	Job Captain	$150
Sam Ero-Phillips	Engagement / Documents	$125
Phil Ramsey	Specifications	$160

We have provided our preferred MEP partners to be selected with MPS and included within LSE Scope of Services.

HEI (MBE)		
Kyle Simonson	Mechanical PM	$170
Trevor Gilbertson	Mechanical Engineer	$135
Dan Zitzer	Electrical Engineer	$135

Exhibit B – Project Design Milestones & Deliverables

Project Design Milestones

Architect Responsibilities		Owner Responsibilities
Fully Executed Contract	0%	
	1%	Project Steering Team Kickoff
	5%	QAQC #1 Existing Conditions
	10%	Project Stakeholder Team Kickoff
Three Design Options Delivered	15%	
City Planning Processes initiated	20%	Commissioning Provider Kickoff
Schematic Design Report Delivered	25%	
	35%	MEP Systems Decisions Made
Design Development Report Delivered	50%	All major scope items have final decisions
	75%	QAQC #3 Two Week Comprehensive Design Review
Construction Document Report Delivered	80%	
Procurement Begins	90%	
	95%	
Bid Period Ends	99%	
	100%	Fully Executed Construction Contract

Design Milestones

0% Complete – Fully executed architectural contract

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

1% Complete – Project Steering Team Kickoff Meeting

The Owner will schedule the first meeting of the Project Steering Team, a team that discusses project scope, schedule, and budget and makes recommendations to the Owner. This team needs to meet at the onset of the project to provide background and input for the design team. The meeting will be in person and will have an agenda prepared by the Owner's Project Manager that includes:

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

The Architect is expected to provide a presentation, a clear ask of the group, and any available graphics that can describe the scope of work to the team. Graphics at this stage may include aerial photographs, photographs of the building and site, massing models if available, or rudimentary renderings if available. Any graphics that were included in the RFP may be used to describe the scope of work. The Owner will present the most recent list of maintenance requirements that should be incorporated into the project. Generally, the maintenance needed matches the project budget detail. However, on occasion, the maintenance required for the project may change to accommodate the most needed items.

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

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

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

The Architect is expected to provide:

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

10% Complete – Project Stakeholder Team Kickoff Meeting

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

15% Complete - Three Options Delivered

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

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

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

20% Complete – City planning processes started

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

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

The Architect shall have an initial meeting with the Planning Department at the City of Minneapolis to discuss initial feedback related to site improvements and storm water conditions on the site. The architect shall

invite the Owner's Project Manager to the meeting. As soon as is practicable after the meeting, the Architect shall complete the online application to begin the PDR, LUA, CUP, and variance processes. The Architect shall develop meeting minutes for all meetings with the City. The meeting minutes shall be sent to all parties in attendance for verification of items discussed and to the Owner's Project Manager.

20% Complete – Commissioning Agent kickoff

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

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

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

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

SD report must be in 8 ½ x 11 format, in a binder, with tabs. It must also be delivered digitally as a PDF. Provide two paper copies to the Project Manager for review. The table of contents should read:

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

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

35% Complete – MEP decisions Made

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

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

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

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

DD report shall contain:

- Two half size drawings sets, unbound, and two paper copies of the specification, unbound
- All drawing sheets that will be included in the final set, even if they are blank, developed to 65% complete.
- Diagrammatic layouts of building systems
- Draft specification that contains all divisions, even if they are blank
- Cost estimate #2 in organized by major CSI division for construction items and detailed non-construction items. The cost estimate shall be an AACE International Class 3 estimate that shows the accuracy range of each item and the total.
- Constructability review #2
- Final EDA report (if applicable)
- Update on City of Minneapolis planning progress (if applicable)
- Revit file archived at delivery of DD report and delivered to the Owner

DD report shall have letter sized pages that can be delivered in a binder. The DD report shall include drawings that are 11x17. The Architect shall deliver two printed copies and one electronic copy to the Owner.

50% Complete – All major scope items have final decisions

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

75% Complete – QAQC #3 – Two Week Comprehensive Design Review

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

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

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

- Two half size drawings sets, unbound, and two paper copies of the specification, unbound
- one printed binder of letter sized documentation
- Digital versions of all documentation. Drawings shall be in PDF and REVIT.
- All drawings shall be bookmarked in Bluebeam by the Architect as defined in Article 5 of the AIA E203-2015 to facilitate Owner reviews.
- Specifications shall be in MS Word format.
- Correspondence relevant to City of Minneapolis Planning processes or Plan Review processes
- All drawing sheets that will be included in the final set.
- Egress plan for construction zones while building is occupied
- Diagrammatic layouts of building systems
- Draft specification that contains all divisions
- No major changes in design intent or scope can occur between DD and CD report

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

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

90% Complete – Procurement Begins

100% Construction Documentation set is released for public bid. Architect will coordinate with Owner to set a date for the mandatory pre-bid meeting, publicize bid release, and produce a call for bids. Owner will approve all addenda issued during the procurement process and will have adequate time to review any major changes issued via addenda. The Architect is expected to attend the pre-bid meeting and provide responses to questions, issue addendums and document changes to designs, specifications and contract documents.

95% Complete

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

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

The Architect shall submit to the Owner the Revit file containing the Construction drawings, the specifications in an MS Word format and any addenda issued in an MS Word format. The architect shall prepare the contract documents for award of the contract using Owner provided forms, issue the notice of award to the Contractor and collect the payment and performance bonds, insurance, letter of assent and other documents. Once executed by the Contractor, the Architect shall provide a complete set to the Owner for signature. Upon Board of Education approval of the contract, the Architect shall prepare a Notice to Proceed for the Contractor. The Architect shall provide the Notice to Proceed to the Owner for review. The Owner shall issue the Notice to Proceed to the Contractor.

Construction Phase

The Architect shall prepare all meeting agendas and produce meeting minutes for regular meetings throughout the construction phase. The Architect will notify the Owner of discussion topics prior to the scheduled meeting so the Owner may invite the appropriate MPS staff to participate in the meeting. Meeting minutes for all meetings shall be distributed within 5 working days of the meeting. All agendas and meeting minutes shall be provided to the Owner for review in an MS Word format. Changes will be documented using track changes.

Submittals

The Architect shall follow the Owner's process for submittals. Contractor shall send submittals to the Architect in accordance with the submittal schedule prepared by the Contractor. The Architect shall document submittal schedule variances and provide the information to the Contractor and the Owner each

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

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

A copy of each submittal shall be provided to the Owner. The Architect shall be responsible for developing and maintaining a complete and accurate submittal log. The submittal log shall identify the submittal number, description, date received from contractor, date sent to reviewer, date returned from reviewer, action, date sent back to the Contractor and date when Owner was provided a copy. . If the Architect is unclear as to the requirements of the contract documents or should the Architect need input from the Owner, the Architect shall contact the Owner's Project Manager. All substitution requests shall be sent to the Owner for review. The Owner requires a minimum of 1 week for all reviews. The Architect shall log and track all items sent to the Owner for review and monitor the review schedule.

Substantial Completion

The Architect shall review the punch list provided by the Contractor to verify the list is complete and accurate based on the Architect's review. The Architect shall issue a preliminary final punch list of items to the Owner and schedule a punch list site review with the Owner. The punch list may be modified as a result of the Owner's punch list site review. The Architect shall then issue a final punch list to the Owner and Contractor. If the Owner and Architect deem the project substantial complete in accordance with Contract Documents, the Architect shall prepare and deliver a Certificate of Substantial Completion to the Contractor and Owner establishing the date of substantial completion. The punch list provided at the time of Substantial Completion shall include the Architect's estimate of costs to repair each of the items on the punch list. The estimate provided shall form the basis of the amount of retainage to be withheld for the punch list items in accordance with Minnesota Statute. Issuance of the Certificate of Substantial Completion shall include the final punch list and establish the date of substantial completion. The punch list shall include a complete list of all manuals, warranties, commissioning reports and other items required by the Contractor as part of the Contract Documents that was not previously provided to the Owner and accepted. If the project is not deemed substantially complete by the date established in the Contract Documents, the Architect will inform the Contractor of the liquidated damages provision in the Contract Document and apply liquidated damages to the next progress payment until the Certificate of Substantial Completion is issued.

EXHIBIT C Owner Insurance

Insurance Requirements

1. CONSULTANT'S INSURANCE – to be used with AIA B101-2017, AIA C103-2015, or similar non-contractor consultants:
   The Consultant shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

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

      i. Coverage A is statutory.

      ii. Coverage B
      $500,000 Each Accident
      $500,000 Each Employee
      $500,000 Policy Limit (Disease)

   b. Comprehensive General Liability Insurance *

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

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

   c. Automobile Insurance

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

   d. Professional Liability Insurance

      i. Per Claim $2,000,000

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

e. Umbrella Liability Insurance

i. Per Occurrence $2,000,000

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

f. Manned or Unmanned Aircraft Coverage (if used)

i. Per Claim $1,000,000

ii. Aggregate $1,000,000

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

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

2. CONSULTANT'S OBLIGATIONS

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

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

3. PROFESSIONAL LIABILITY INSURANCE

   a. Professional Liability Coverage of $2,000,000 shall be maintained for one (1) year from the date of Substantial Completion. If the Consultant discontinues its business and if directed by Owner in writing, Consultant shall purchase such insurance in such amount for an extended discovery period beyond the one (1) year after the date of Substantial Completion, with the premium cost to be a reimbursable expense paid by the Owner. The limit of liability for such policy may not be reduced below $2,000,000 without the Owner giving its prior, written consent. All policies of insurance that Consultant is required under the terms of this Exhibit C Owner's Insurance to secure and maintain shall bear the endorsement "Not to be canceled until sixty (60) calendar days after Owner has received a written notice from insurer as evidence by a return receipt of registered or certified mail."

   b. The Owner shall not be responsible for obtaining or paying premiums or other expenses in connection with insurance required to be carried under the Agreement or normally carried by the Consultant's consultants, and the obligation to obtain such insurance and to pay such premiums and other expenses shall be solely that of the Consultant.

   c. The Consultant shall bear all the costs of any and all deductible amounts under any insurance policies required to be carried under the Agreement and shall remain solely and fully liable for the full amount of any claim or item not compensated by insurance (to the extent that any amount resulted from damages that arose out of the Consultant's sole negligence.)

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

5. GENERALLY

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

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

Insurance requirements for Contractors

1. CONTRACTOR'S INSURANCE – to be used with AIA A101-2017
   The Contractor shall at its own expense maintain in effect at all times during the performance of the Work under the Agreement at least the following coverage and limits of insurance:

   a. Commercial General Liability

      i. General Aggregate $1,500,000

      ii. Products/Completed Operations Aggregate $1,500,000

      iii. Per Occurrence $1,500,000

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

   b. Automobile Insurance

      i. Per Occurrence $1,000,000

      ii. PIP Basic

      iii. Underinsured Motorist $1,000,000

      iv. Uninsured Motorist $1,000,000

   c. Workers Compensation

      i. Coverage A is statutory.

      ii. Coverage B $500,000 Each Accident

      iii. $500,000 Each Employee

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

   i. Per Claim $2,000,000

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

e. Manned or Unmanned Aircraft Coverage (if used)

   i. Per Claim $1,000,000

   ii. Aggregate $1,000,000

f. Property Insurance

   i. Per Claim $1,000,000

   ii. Aggregate $1,000,000

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

g. Builders “all risk” Insurance

   i. Per Claim $2,000,000

   ii. Aggregate $4,000,000

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

h. Umbrella Liability

   i. Aggregate limit $5,000,000

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

EXHIBIT D - Owner Requirements

Targeted Group Business

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

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

Quality Performance and Owner Provisions

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

Before design commences

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

During Design

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

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

During Construction Administration

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

During Substantial Completion

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

During Project Closeout

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

Safety Precautions and Programs

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

1. Security Identification Badges: The Owner requires all personnel to wear an identification badge when at a facility of the Owner. The identification badge is to remain on personnel and clearly visible at all times. No one is permitted on-site without an identification badge. The identification badge shall contain the following:

    a. A legible photograph of the individual (passport sized photo)

    b. Name of the individual (Minimum 14 point font)

    c. Name of the employer (Company name, minimum 14 point font)

d. The badge shall be plastic-laminated.

e. The badge identification size shall be 3 ½" x 2 ½" minimum.

2. All personnel are required to check in with the main office to sign in, get a badge, and indicate their destination within the building while school is in session. All personnel are required to sign out in the main office upon completion of their site visit.

3. No personnel will be allowed to prop doors open and leave them unattended.

AIA® Document E203™ – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the 31 day of January in the year 2020 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(Name and location or address of the Project)

Defined in EXH-A Project Charter

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

3 DIGITAL DATA PROTOCOLS

4 BUILDING INFORMATION MODELING PROTOCOLS

5 OTHER TERMS AND CONDITIONS

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

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

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

ARTICLE 1 GENERAL PROVISIONS

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

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

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

§ 1.3 Adjustments to the Agreement

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

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

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:
(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

§ 1.4 Definitions

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

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

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

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

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

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

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

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

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

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

§ 1.4.11 Party and Parties. The terms "Party" and "Parties" refer to the signing parties to the Agreement.

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

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ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

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

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

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

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

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

ARTICLE 3 DIGITAL DATA PROTOCOLS

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

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

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

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

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

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

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

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

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

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

§ 3.4.2 Following Establishment of Digital Data Protocols

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

§ 3.5 Digital Data Management

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

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

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

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

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

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

Responsible Project Participant	Project Milestone

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

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

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

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

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

Project Portion for Modeling	Responsible Project Participant

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

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

§ 4.4 Ancillary Modeling Activities. Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.
(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

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

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

§ 4.5.1 The Modeling protocols shall address the following:

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

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.8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and

.9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

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

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

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

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

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

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

§ 4.7.2 Following Establishment of Modeling Protocols

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

§ 4.8 Model Management

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

Responsible Project Participant	Project Milestone

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

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

.2 Model file storage location(s)

.3 Processes for transferring and accessing Model files

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

.5 Processes for aggregating Model files from varying software platforms

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

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

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

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

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

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

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

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

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

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

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ARTICLE 5 OTHER TERMS AND CONDITIONS

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

§ 5.1 Digital Reviews in Bluebeam

PDF documents shall be produced from the 3-D Digital Model as requested by the Owner and digitally transmited to the Owner for digital review. The PDF files shall be produced with the following criteria

.1 All sheets in the drawing set shall be listed on the title sheet.

.2 All sheets shall be bookmarked accurately from the title sheet of the drawing set allowing users to click on a sheet name and arrive at that sheet.

.3 All drafting symbols representing enlarged plans, sections, and details shall be accurately linked to the respective drawings.

.4 The Architect shall create a bookmark list of each major discipline allowing users to jump to the first sheet for each discipline.

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

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PAGE 1

This Exhibit dated the ~~day of~~ 31 day of January in the year 2020 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

...

Defined in EXH-A Project Charter

PAGE 4

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

PAGE 5

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

...

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

...

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

PAGE 6

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

...

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

PAGE 7

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

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§ 4.9.1 Remodeling	Applicable	Owner	
§ 4.9.2 Wayfinding and Mapping	Applicable	Architect	
§ 4.9.3 Asset/FF & E Management	Applicable	Owner	
§ 4.9.4 Energy Management	Applicable	Owner	
§ 4.9.5 Space Management	Applicable	Owner	
§ 4.9.6 Maintenance Management	Applicable	Owner	

PAGE 8

§ 5.1 Digital Reviews in Bluebeam

...

PDF documents shall be produced from the 3-D Digital Model as requested by the Owner and digitally transmited to the Owner for digital review. The PDF files shall be produced with the following criteria

...

.1 All sheets in the drawing set shall be listed on the title sheet.

...

.2 All sheets shall be bookmarked accurately from the title sheet of the drawing set allowing users to click on a sheet name and arrive at that sheet.

...

.3 All drafting symbols representing enlarged plans, sections, and details shall be accurately linked to the respective drawings.

...

.4 The Architect shall create a bookmark list of each major discipline allowing users to jump to the first sheet for each discipline.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

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_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document G201™ – 2013

Project Digital Data Protocol Form

PROJECT: *(Name and address)*

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This document is intended to be used in conjunction with a project specific AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, which the Parties will incorporate into their Agreement for the Project.

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Defined in EXH-A Project Charter

PROTOCOL VERSION NUMBER:
DATE: March 13, 2018
PREPARED BY: Minneapolis Public Schools
DISTRIBUTION TO: *(List each individual to whom this protocol is distributed. Include individuals listed in Section 1.2, or reference Section 1.2, along with any additional recipients.)*
Defined in EXH-A Project Charter

TABLE OF ARTICLES

1 GENERAL PROVISIONS REGARDING USE OF DIGITAL DATA

2 DIGITAL DATA MANAGEMENT PROTOCOLS

3 TRANSMISSION AND USE OF DIGITAL DATA

ARTICLE 1 GENERAL PROVISIONS REGARDING USE OF DIGITAL DATA

§ 1.1 List each Project Participant that has incorporated AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated , into its agreement for the Project:

Project Participant	Discipline

§ 1.2 Project Participants. For each Project Participant listed in Section 1.1, identify and provide contact information for the individuals responsible for implementation of the Digital Data protocols.

Project Participant	Individual Responsible	Contact Information

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

ARTICLE 2 DIGITAL DATA MANAGEMENT PROTOCOLS

§ 2.1.1 Electronic Document Management System. If, pursuant to Section 3.5.1 of the Project specific version of AIA Document E203–2013, the Project Participants indicated an intent to use a centralized electronic document management system on the Project, the requirements for the centralized electronic document management system are as follows:
(The requirements for the system shall address, among other things, access to and security of Digital Data.)

§ 2.1.2 System Startup Requirements. Initial training and other startup requirements to be implemented with respect to the use or management of Digital Data, if any, are as follows:
(Describe in detail any initial training or other startup requirements.)

The Owner shall provide a Revit template to be used to create the Model. The Owner shall provide Revit and Drafting Standards as outlined in EXH-C.2 Quality Performance & Owner Provisions of AIA B101-2017.

§ 2.1.3 Ongoing System Requirements. Ongoing training or support programs to be implemented with respect to the use or management of Digital Data, if any, are as follows:
(Describe in detail any ongoing training or support programs to be implemented.)

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§ 2.2 Digital Data Storage Requirements. The procedures and requirements for storing Digital Data during the course of the Project, if any, are as follows:
(Describe in detail the procedures and requirements for storing Digital Data during the course of the Project.)

§ 2.3 Digital Data Archiving Requirements. The procedures and requirements for archiving and preserving Digital Data during the course of the Project and following final completion of the Project, if any, are as follows:
(Describe in detail the procedures and requirements for archiving and preserving Digital Data during the course of the Project and following final completion.)

The Architect shall maintain digital versions of all meeting minutes. The Architect shall maintain digital versions of the Model at all project Report Milestones as well as the Conformed As Bid Model and the As Designed Record Model. All other requirements are defined in the Owner's Revit and Drafting Standards as defined in EXH-C.2 Quality Performance & Owner Provisions to and article 3.6.6.6 AIA B101-2017.

§ 2.4 Other Digital Data Management protocol requirements, if any, are as follows:
(Describe in detail any other requirements.)

ARTICLE 3 TRANSMISSION AND USE OF DIGITAL DATA

§ 3.1 Digital Data Protocol Table. The Project Participants shall comply with the data formats, transmission methods and Authorized Uses set forth in the Digital Data Protocol Table below when transmitting or using Digital Data on the Project.
(Complete the Digital Data Protocol Table by entering information in the spaces below. Adapt the table to the needs of the Project by adding, deleting or modifying the listed Digital Data as necessary. Use Section 3.2 Digital Data Protocol Table Definitions and Notes to define abbreviations placed, and to record notes indicated, in the Digital Data Protocol Table.)

Digital Data	Digital Data Format	Transmission Method	Authorized Uses	Note Number *(See Sec. 3.2)*
§ 3.1.1 Project Agreements and Modifications				
§ 3.1.2 Project communications				
General communications				
Meeting notices				
Agendas				
Minutes				
Requests for information				
Architect's Supplemental Instructions				
§ 3.1.3 Architect's pre-construction submittals				
Schematic Design Documents				
Design Development Documents				
Construction Documents				
§ 3.1.4 Contract Documents				
Architect's Drawings				
Architect's Specifications				
§ 3.1.5 Contractor's submittals				
Product data				
Submitted by Contractor				
Returned by Architect				
Shop drawings				
Submitted by Contractor				
Returned by Architect				
§ 3.1.6 Subcontractor's submittals				

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Product data				
Submitted by Subcontractor				
Returned by Contractor				
Shop drawings				
Submitted by Subcontractor				
Returned by Contractor				
§ 3.1.7 Modifications				
Requests for proposal				
Architect's order for a minor change in the Work				
Proposals				
Construction Change Directives				
Change Orders				
§ 3.1.8 Project payment documents				
§ 3.1.9 Notices and Claims				
§ 3.1.10 Closeout documents				
Record documents				
Operations and Maintenance Manual				

§ 3.2 Digital Data Protocol Table Definitions and Notes

Digital Data Format:
(Provide required data format, including software version, if applicable.)

Digital Data Format	Definition

Transmission Method:
(Below are suggested abbreviations and definitions. Delete, modify or supplement, as necessary.)

Abbreviation	Definition
CD	Delivered via Compact Disk
EM	Via e-mail
DMS	Centralized Electronic Document Management System

Authorized Uses of Digital Data:
(Below are suggested abbreviations and definitions. Delete, modify or supplement, as necessary.)

Abbreviation	Definition
I	Integrate (incorporate additional digital data without modifying data received)
M	Modify as required to fulfill obligations for the Project
R	Reproduce and distribute
S	Store and view only

Notes:
(List by number shown on table.)

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PAGE 2

Defined in EXH-A Project Charter

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DATE: March 13, 2018
PREPARED BY: Minneapolis Public Schools

...

Defined in EXH-A Project Charter

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The Owner shall provide a Revit template to be used to create the Model. The Owner shall provide Revit and Drafting Standards as outlined in EXH-C.2 Quality Performance & Owner Provisions of AIA B101-2017.

PAGE 3

The Architect shall maintain digital versions of all meeting minutes. The Architect shall maintain digital versions of the Model at all project Report Milestones as well as the Conformed As Bid Model and the As Designed Record Model. All other requirements are defined in the Owner's Revit and Drafting Standards as defined in EXH-C.2 Quality Performance & Owner Provisions to and article 3.6.6.6 AIA B101-2017.

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AIA® Document G202™ – 2013

Project Building Information Modeling Protocol Form

PROJECT: *(Name and address)*
Defined in EXH-A Project Charter

PROTOCOL VERSION NUMBER:

DATE: March 13, 2018

PREPARED BY: Minneapolis Public Schools

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

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 LEVEL OF DEVELOPMENT

3 MODEL ELEMENTS

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

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

ARTICLE 1 GENERAL PROVISIONS

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

Modeling Role	Project Participant	Individual Responsible	Contact Information

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

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

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

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

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

§ 1.7 Model Management Protocols and Processes

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

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

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

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

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

ARTICLE 2 LEVEL OF DEVELOPMENT

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

§ 2.2 LOD 100

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

§ 2.2.2 Authorized Uses

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

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

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

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

§ 2.3 LOD 200

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

§ 2.3.2 Authorized Uses

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

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

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

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

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

§ 2.4 LOD 300

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

§ 2.4.2 Authorized Uses

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

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

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

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

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

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§ 2.5 LOD 400

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

§ 2.5.2 Authorized Uses

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

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

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

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

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

§ 2.6 LOD 500

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

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

ARTICLE 3 MODEL ELEMENTS

§ 3.1 Reliance on Model Elements

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

§ 3.1.2 Coordination and Model Refinement

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

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§ 3.2 Table Instructions

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

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

Abbreviation	Model Element Author (MEA)

§ 3.3 Model Element Table

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

§ 3.4 Model Element Table Notes

Notes:
(List by number shown on table.)

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PAGE 1

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DATE: March 13, 2018
PREPARED BY: Minneapolis Public Schools

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§ 3.3 Model Element Table

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

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User Notes: (1685548663)

	Outside of Scope	100	200	200	200	200	200
Major structural elements	Within Scope	Not required	200	200	300	300	300
	Outside of Scope	Not required	Not required	Not required	Not required	Not required	Not required
Plumbing Fixtures	Within Scope	100	300	300	300	300	300
	Outside of Scope	Not required	Not required	Not required	Not required	Not required	Not required

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:25:37 on 03/23/2018 under Order No. 8259021829 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document G202™ – 2013, Project Building Information Modeling Protocol Form , as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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MINNEAPOLIS PUBLIC SCHOOLS

Capital Planning, Construction & Maintenance Department

Consultant/Architect Contract Change Order Cover Sheet

Project Information

Consultant/Architect	LSE	Date	11/26/2025
Project Name	North High School CTE Project	Project No.	21NORTCTE
Contract Approval Date:	2/10/2021	MAS #	12953
			SRM#4400002923

Summary

Original Contract Amount	$	446,494.00	Date of Substantial Completion	8/30/2026
Board Authorized Amount	$	5,231,905.99	Most recent Board Approval Date	3/12/2025

Summary of Previous Change Orders

Change Order #1	$	3,058,270.00	change for construction cost estimate
Change Order #2	$	1,124,391.99	Added services for phasing
Change Order #3	$	295,000.00	Added services for electrical and mechanical phasing
Change Order #4	$	307,750.00	Added service for Phase 4 bid package
Change Order #5	$	538,120.78	change for construction cost estimate
Change Order #6			
Change Order #7			
		TOTAL OF PREVIOUS CHANGE ORDERS	$ 5,323,532.77

AMOUNT OF THIS CHANGE ORDER #	**5**	**$**	**538,120.78**
TOTAL CHANGE ORDERS TO DATE		**$**	**5,323,532.77**
REVISED CONTRACT AMOUNT		**$**	**5,770,026.77**
REVISED DATE OF SUBSTANTIAL COMPLETION			NA
DATE OF BOARD ACTION			12/9/2025

Approved By: _____ Date: 11/26/2025
Planning, Design and Construction

Approved By: _____ Date: 12/01/2025
Director of Procurement and Contracts

Approved By: _____ Date: _____
Senior Operations Officer

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
North High School
1500 James Ave North
Minneapolis, MN 55411

AGREEMENT INFORMATION:
Date: January 28, 2021

AMENDMENT INFORMATION:
Amendment Number: 5
Date: 11/24/25

OWNER: *(name and address)*
Minneapolis Public Schools
Special School District No. 1
1250 West Broadway Ave
Minneapolis, MN 55411

ARCHITECT: *(name and address)*
LSE Architects, Inc.
1401 Glenwood Avenue
Minneapolis, MN 55405

The Owner and Architect amend the Agreement as follows:

Modify the Architect's scope of work to align with the current scope / cost of work as defined by the Construction Managers Construction Cost summary dated 11/24/2025 for Bid packages 1, 2, 3 and 4, with a total construction cost of $85,481,878.

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

Compensation Adjustment:

The Architect's Compensation shall be adjusted from $5,231,905.99 to $5,770,026.77, an increase of $538,120.78.

Based on LSE's billing to date, the amount owed under this amendment is $498,791.00.

Invoice Schedule

70%, or $349,153, to be invoiced in December for Construction Documents.
The remaining $149,638 to be invoiced evenly over the months of January through Construction completion and closeout by October 2026, a 10 month duration at $14,963 a month.

Schedule Adjustment:
No Change

SIGNATURES:

LSE Architects	
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
Quintin J. Scott, AIA President	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
11/24/2025	
DATE	**DATE**

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User Notes: (3B9ADA4B)

AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND MANSFIELD OIL COMPANY OF GAINESVILLE, INC.

This Amendment ("Amendment") to the Contract between Special School District No. 1 and **MANSFIELD OIL COMPANY OF GAINESVILLE, INC.** dated 7/1/2025 ("Contract") is made and entered into by and between Special School District No.1 ("District") and **MANSFIELD OIL COMPANY OF GAINESVILLE, INC.** ("Contractor") (collectively "parties').

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and **MANSFIELD OIL COMPANY OF GAINESVILLE, INC.** ("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: 4400003230

Amendment Number/Change Order number: Click or tap here to enter text.

1. *Original contract amount:* 50,000
2. *Amendment amount:* 400,000
3. *Accumulative contract amount:* 450,000

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 450,000 Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Description: ADD AN ADDITIONAL 400,000 FOR GAS AND DIESEL PURCHASES

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 Officer Operations

Date: _____

Click or tap here to enter text.

Signature: Dan Luther

Name: Click or tap here to enter text. Dan Luther

Title: Click or tap here to enter text. VP, Sales

Date: 12/01/25

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 Mansfield Oil Company of Gainesville, Inc. "Contractor" (collectively "parties") to provide Diesel & Unleaded Fuel to Minneapolis Public Schools.

TERM OF CONTRACT

1.1 This Contract is effective on 7/1/2025 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 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 50,000. Contractor shall not

receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

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

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

3.3 ***Taxes.***

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

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

3.4 ***Fund Availability; Federal Funds Contingency.***

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

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

4 GENERAL TERMS AND CONDITIONS

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

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

6 BACKGROUND CHECKS

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

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

7 DATA PRIVACY

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

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

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRACTOR

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

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

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

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

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

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

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

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

14 INDEMNIFICATION

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

15 LIMITATION ON LIABILTY

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 contactor. 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: Transportation Department
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us

CONTRACTOR

Brad Payne
Phone: 1-866-275-5433
Address: PO Box 733706 Dallas, TX 75373-3706
Email: bpayne@mansfieldoil.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: Lisa Beck

(Printed)

Title: Executive Director Transportation

Date: 8-13-25

MANSFIELD OIL COMPANY OF GAINESVILLE, INC.

Signature: Dan Luther

Name: Dan Luther
(Printed)

Title: VP, Sales

Date: 8/11/2025

Exhibit A:

Deliverables:

Diesel or Unleaded fuel delivered as needed

Service Outcome:

Diesel or Unleaded fuel delivered

Method of Evaluation:

Shop Foreman to access orders and delivery as needed

[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.

MANSFIELD OIL COMPANY OF GAINESVILLE, INC.

Dan Luther	Dan Luther
Signature	Name
VP, Sales	8/11/2025
Title	Date

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Justice Page Middle School
1 West 49th Street
Minneapolis, MN 55419

AGREEMENT INFORMATION:
Date: 3/11/2025

AMENDMENT INFORMATION:
Amendment Number: 001

Date: 11/17/2025

OWNER: *(name and address)*
Minneapolis Public Schools
Special School District #1
1250 West Broadway Avenue
Minneapolis, MN 55411

ARCHITECT: *(name and address)*
Miller Dunwiddie
100 Washington Ave South
Suite 500
Minneapolis, MN 55401

The Owner and Architect amend the Agreement as follows:
Additional Scope of Design Services
• Security systems for doors and classrooms as requested by MPS. This will be provided by TruNorth, who is the preferred supplier/designer for the district.
• Coordination work to integrate into the project documents

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

Compensation Adjustment:
The additional Architect / Engineering fees to complete the scope noted above are beyond those within our current contract agreement. Our additional fee request for this added scope is $10,790.00.
- TruNorth $ 9,790
- Miller Dunwiddie $ 1,000

New contract total:$466,290

Schedule Adjustment:
N/A

SIGNATURES:

Miller Dunwiddie	Minneapolis Public Schools
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
Paul G. May	
Principal | Vice-President	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
11/18/2025	
DATE	**DATE**

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User Notes: (3B9ADA54)

Miller Dunwiddie

October 30, 2025

Diedra Geye – Project Manager, CPCM
Minneapolis Public Schools
1250 West Broadway Avenue
Minneapolis, MN 55411
diedra.geye@mpls.k12.mn.us

RE: JPMS Lower Level: Additional Services for security scope
Architect's Project # MPS2401

Dear Diedra:

Miller Dunwiddie is requesting additional A/E service fees for the Justice Page Middle School Lower Level renovation project related to incorporating security scope for multiple doors and entries. This scope was not anticipated or outlined in the original contract agreement.

Additional Scope of Design Services

- Security systems for doors and classrooms as requested by MPS. This will be provided by TruNorth, who is the preferred supplier/designer for the district.
- Coordination work to integrate into the project documents

Fee Schedule – Architect / Engineer

The additional Architect / Engineering fees to complete the scope noted above are beyond those within our current contract agreement. **Our additional fee request for this added scope is $10,790.00.**

- TruNorth $ 9,790
- Miller Dunwiddie $ 1,000

Total $10,790

Schedule

We have already commenced this work, aligning with the previously established schedule for the project, with construction to occur in Summer 2026.

Please review and process this request. Let me know if you have any questions.

Sincerely,
Miller Dunwiddie

Paul G. May, AIA
Principal / Vice President

Minneapolis Public Schools

_____
Name Date

Copy: Abby Hammes – Miller Dunwiddie

Attachment: Tru North proposal dated 10/16/2025

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

Proposal for Consulting Services

for

Justice Page Basement Remodel

October 16, 2025

Prepared for:
Miller Dunwiddie for
Minneapolis Public Schools

Prepared by:
Brandon Frazier
Director | Security Technologies
Brandon.frazier@tncg.com

trueNORTH consulting group

Introduction

Minneapolis Public Schools has requested that True North Consulting Group provide a proposal for the Justice Page Basement Remodel AV and Security scope of work.

A. Technology/Security Systems Scope of Services:

The Consultant will coordinate the scope of work with the Architect and MPS throughout the design process. The Consultant will receive electronic, architectural and MEP, background plans in AutoCAD or Revit format, based on the architect's preferences, to complete the security plan drawings.

Following is a list of security systems that are included in the stipulated sum fee. Based upon the MPS's established standards for data connectivity and security standards, the Consultant will provide details for device locations and pathways. The Consultant will also provide specification sections and CAD/Revit drawings. The specifications will include execution requirements relating to the furnishing and installation of all devices, as well as termination components, cable support systems, programming/configurations and related subsystems as part of complete, turnkey, security systems. The specifications will also include Contractor's submittal requirements, including technical data, record drawings, and test data.

1. **INCLUDED SYSTEMS**
   The following systems are part of the Consultant's Proposed Scope of Work:
   a. Classroom Multimedia systems
   b. Access control systems
   c. Door control power supplies and electronic interfaces
   d. Door hardware will be specified by the Architect. TNCG will coordinate requirements with the Architect, peer review the door hardware specifications for functional requirements, peer review the contractor submittals and test installed electronic hardware functionality.
   e. IP Door intercoms and answering stations.
   f. Video Surveillance Systems
   g. Intrusion Detection Systems
2. **EXCLUDED SYSTEMS**
   The following systems are NOT part of the Consultant's Scope of Work:
   a. Structured cabling will be specified by the Architect and their electrical engineer. TNCG will coordinate cable requirements for the security systems with the engineer.
   b. PA and Clock will be specified by the Architect and their electrical engineer.
   c. AV systems will be specified by the Architect and their electrical engineer
   d. Conduit and pathway. The Architect's engineer will be required to provide all necessary pathway and specifications for the low voltage devices. TNCG will coordinate these with the engineer.

e. Professional Electrical Engineering (PE). The Architect's engineer will be required to provide all necessary power and electrical specifications for the low voltage devices. TNCG will coordinate these with the engineer.

f. Building wide video surveillance, access control and intrusion detection replacement (covered under future project)

g. Local Area Network Equipment

h. Wireless Access Point Hardware

i. Unified Communications/Telephone Systems and Devices

j. Life Safety Systems including Fire Alarm

B. Professional Service Tasks

1. **Construction Document RFP Phase**
   a. **Field Work** – The Consultant will make a site visits to the facility along with a district employee or architect to document the district approved device locations, pathways and field conditions including the locations of all existing security devices throughout the facility.

   b. **Technology and Security System Specifications –** The Consultant will submit an final 3-part CSI specifications with section titles, and system descriptions based upon the approved program.

   c. **Revit/CAD Drawings –** The Consultant will provide construction document drawings as part of the CD document set. Drawings will include plans, pathways, detail schematics for connectivity and security details.

2. **Bid and Award Phase**
   a. **Pre-Bid Meeting/Addenda –** The Consultant will attend the pre-bid meeting as necessary. The Consultant will provide answers to questions submitted by the proposers and provide required clarifications as necessary.

   b. **Bid Evaluation and Recommendation for Award –** The Consultant will analyze and carefully review the security proposal response for completeness, fair pricing, compliance and specific contract requirements. The Consultant will provide guidance as to the selection of any alternates based upon Bid responses.

3. **Contract Administration Phase**
   a. **Review of Project Submittals –** The Security contractor(s) shall provide all required project submittals for review. The Consultant will review and approve these submittals. The security contractor(s) is responsible for compliance with contract documents and shall not proceed without approved submittals.

   b. **Progress Review Meetings –** TNCG will attend monthly, or when there is significant amount of security scope to be coordinated, construction progress meetings as necessary for the security portions of the work during the installation of the security systems.

   c. **Periodic Site Visits/Field Reports –** TNCG will visit the project site up to two times for major milestones. Major milestones will be near the completion of the pathway and cabling and

near the completion of the security device installation. TNCG will perform a final inspection at its completion for a total of up to three site inspections.

d. Review of Close-out Documents – The Consultant will review final corrected versions of as-built drawings, project manuals, and record submittals for compliance with the contract documents.

e. Enhanced Commissioning Services

- TNCG has included enhanced software level system commissioning scope beyond basic contract administration services as described above. TNCG may engage various manufacturers to assist with commissioning, best practice verification and support. TNCG will require supervised and secure server access to perform these services. This includes the following:
    i. A detailed review of camera settings and applying optimizations including:
        1. Wide Dynamic Range settings
        2. White balance settings
        3. Optimize interior and exterior settings such as defog, electronic image stabilization, infrared, etc.
    ii. A detailed review and optimization of Genetec video streaming settings including:
        1. Review and adjust multi-streaming for the ideal recording of video, live stream video and remote viewing video. Optimize resolution, bitrates and frame rates for each stream.
        2. Enable and tune smart codec settings such as Zipstream, Dynamic GoP and Dynamic FPS.
        3. Partitions and Areas follow best practices
    iii. A detailed review and optimization of Genetec access control settings including:
        1. Card reader configuration
        2. Door position switch configuration
        3. Request to exit configuration
        4. Hold open timing
        5. Proper linking of doors to cameras
        6. Partitions and Areas follow best practices
    iv. A detailed review and optimization of Genetec door status monitoring settings including:
        1. Door position switch configuration
        2. Local alarm configuration
        3. Schedule configuration for school and non-school hours
        4. Event to action configurations
        5. School workstation client monitoring configurations
    v. A detailed review and optimization of Genetec Sipelia intercom settings including:
        1. SIP extension ranges
        2. Ring groups
        3. Intercom recording and audio codec settings
        4. DTMF presets for door unlocking
        5. Intercom master station video streaming
        6. Event to action programming for door unlock.

vi. A detailed review and optimization of Genetec and Bosch Intrusion Detection settings including:
    1. User group configurations
    2. PIN management
    3. Integration into Genetec
    4. Zone and area configuration

C. Proposed Project Personal

Brandon Frazier, Director | Security Technologies – Project Manager and Security Consultant

Jake Meier, Technology Systems Engineer – Project Engineer

Stacy Bieraugel, Technology Systems Drafter – Project Drafter

Proposed Fees

True North Consulting Group proposes to provide professional services, based on a stipulated sum fee for the professional service tasks/objectives as follows. Please initial next to each service selected.

Base Scope:

Professional Service Tasks – Base Scope	Fees
Base Services for Security Consulting, Design, Coordination and Bid	$4,775
Base Services for Security Contract Administration	$4,225
Base Services for Enhanced Commissioning	$700
Expenses	$90
Total Base Scope	$9,790

Expenses:

TNCG will expense allowable items per the Schedule of Reimbursable Expenses table by MPS. Expenses include mileage @ $0.70/mile for site visits/inspections and specifications/drawing prints for review sets if required.

Please indicate agreement with above scope of professional services and related professional fees below by signature below.

_____ _____

Miller Dunwiddie Date

_____ _____

True North Consulting Group Date

Payment Terms

Payment for services and expenses will be invoiced on a monthly basis based upon percentage complete of services performed. Payments are due within 30 days of invoice date.

Additional Services

Additional services outside the original scope of work will be based on the following fee structure. The Consultant will perform such additional services only upon written authorization from the Architect at either hourly rates or mutually agreed upon stipulated sum for specific services. The Consultant's published hourly rates are as follows:

Consultants' Services Per Hour:

Principal	$185
Director/Vice President	$175
Senior Technology Consultant	$165
Technology Consultant	$150
System Engineer/Project Manager	$150
System Designer	$135
Drafter	$ 75
Administrative	$ 65

MINNEAPOLIS PUBLIC SCHOOLS

Capital Planning, Construction & Maintenance Department

Consultant/Architect Contract Change Order Cover Sheet

Project Information

Consultant/Architect	Miller Dunwiddie	Date	11/17/2025
Project Name	FY25 Justice Page MS Renovation	Project No.	25PAGE001
Contract Approval Date:	3/11/2025	OP Number	RFP 25-05

Summary

Original Contract Amount	$ 455,500.00	Date of Substantial Completion	12/16/2026
Board Authorized Amount	$ 455,500.00	Date of Last Board Approval	3/11/2025
SRM#	4400002940		

Summary of Previous Change Orders

Change Order #1	$ 10,790.00	Security Design Services
Change Order #2		
Change Order #3		
Change Order #4		
	TOTAL OF PREVIOUS CHANGE ORDERS	$ 10,790.00

AMOUNT OF THIS CHANGE ORDER #	**1**	**$ 10,790.00**

TOTAL CHANGE ORDERS TO DATE	
ACCUMULATIVE CONTRACT AMOUNT	**$ 466,290.00**
REVISED DATE OF SUBSTANTIAL COMPLETION	N/A
DATE OF BOARD ACTION	12/9/2025

Reviewed By: _____ Date: 11/19/2025
Planning, Design and Construction

Reviewed by: _____ Date: 11/20/2025
Director, Procurement

Approved By: _____ Date: _____
Senior Operations Officer

AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND
Project for Pride in Living- MERC

This Amendment ("Amendment") to the Contract between Special School District No. 1 and **Project for Pride in Living- MERC** dated 9/9/2025 ("Contract") is made and entered into by and between Special School District No.1 ("District") and **Project for Pride in Living- MERC** ("Contractor") (collectively "parties').

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and **Project for Pride in Living- MERC** ("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: 4400003329

1. *Original contract amount:* 731,363.35
2. *Accumulative contract amount:* 882,050.89

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

Section: Increase of $150,527.54 in ADM and an increase of $160 for Family Involvement. This is a correction to the orginal contract.

Description: Exhibit A - MEMORANDUM OF AGREEMENT BETWEEN THE MINNEAPOLIS PUBLIC SCHOOLS AND EASTSIDE NEIGHBORHOOD SERVICES- MENLO PARK TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

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

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name:

Title:

Date: _____

Project for Pride in Living- MERC:

Signature: Amy Anlauf
Amy Anlauf (Nov 20, 2025 12:01:33 CST)

Name: Amy Anlauf

Title: Senior Director of Education

Date: 11/20/2025

PPL MERC Amendment 2025_26

Final Audit Report 2025-11-20

Created:	2025-11-20
By:	Tina McCambridge (Tina.McCambridge@mpls.k12.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAS_up98GmqAqdfUyM1b5fGEqel2aNrX4I

"PPL MERC Amendment 2025_26" History

Document created by Tina McCambridge (Tina.McCambridge@mpls.k12.mn.us)
2025-11-20 - 4:55:15 PM GMT

Document emailed to Amy Anlauf (amy.anlauf@ppl-inc.org) for signature
2025-11-20 - 4:56:20 PM GMT

Email viewed by Amy Anlauf (amy.anlauf@ppl-inc.org)
2025-11-20 - 6:00:39 PM GMT

Document e-signed by Amy Anlauf (amy.anlauf@ppl-inc.org)
Signature Date: 2025-11-20 - 6:01:33 PM GMT - Time Source: server

Agreement completed.
2025-11-20 - 6:01:33 PM GMT

Adobe Acrobat Sign

Special School District Number 1
Board of Education Resolution

Resolution: 2025-12-ER-CBA-ESP
December 9, 2025

MINNEAPOLIS
PUBLIC SCHOOLS

Resolution Approving the 2025-2027 Collective Bargaining Agreement between Special School District No.1 and Minneapolis Federation of Educators, Educational Support Professionals, Local 59

WHEREAS, Special School District No. 1 (District) and Minneapolis Federation of Educators - Educational Support Professionals, Local 59 (Union) were parties to a collective bargaining agreement for the period of July 1, 2023, through June 30, 2025; and

WHEREAS, the collective bargaining agreement between the District and Union expired on June 30, 2025; and

WHEREAS, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2027; and

WHEREAS, the Union membership voted affirmatively to ratify the successor agreement.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 hereby approve the collective bargaining agreement between Special School District No. 1, and Minneapolis Federation of Educators – Educational Support Professionals, Local 59, effective July 1, 2025, through June 30, 2027.

ADOPTED this 9th day of December 2025.

Collin Beachy, Chair

Lori Norvell, Clerk

Special School District Number 1
Board of Education Resolution

Resolution: 2025-12-ER-CBA-ESP
December 9, 2025

MINNEAPOLIS
PUBLIC SCHOOLS

RECORD OF BOARD VOTE

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

SPECIAL SCHOOL DISTRICT NO.1

and

MINNEAPOLIS FEDERATION OF EDUCATORS, LOCAL 59, AFL-CIO, AFT, NEA

EDUCATION SUPPORT PROFESSIONALS (ESP) CONTRACT

2025-2027

December 9, 2025

Term: Two (2) years, July 1, 2025, through June 30, 2027

Pay:

Year One (2025-26):

- Steps for all eligible ESP
- No base cost-of-living adjustment (COLA)
  - **Lump Sums:**
    - $750 for ESPs with <10 years of service
    - $1,250 for ESPs with 10–19 years
    - $1,750 for ESPs with 20+ years
    - $1,000 for all ESPs with greater than 8 years of service
  - Hourly longevity rates also increased

Year Two (2026-27):

- Steps for all eligible ESP
- 3.0% COLA to the salary schedule.
  - **Lump Sum:**
    - $1,000 for all ESPs with greater than 8 years of service

Article 11 – Vacation Leave

- **Non-Duty Days:** Effective July 1, 2026, ESPs on the standard 41–42 week calendar receive full pay for 14 non-duty days, used first during MEA (3), winter (6), and spring (5) breaks, provided the employee is in paid status immediately before and after the break. Any remaining days may be used on other non-duty days.

- **Personal Leave:** Remains at three days per year. Adds language that barring extenuating circumstances, advance notice of three duty days is required and leave following breaks or designated holidays requires administrator approval.

- **Vacation:** Previously accrued at 8–18.5 days per year. Going forward, accrual is based on longevity: 0–7 years: 2 days; Year 8: 3 days; Year 16: 4 days; Year 21: 5 days. Vacation should be used during the year accrued but may carry over up to 8 days. Excess days are paid out at year-end.

Article 15 – Hours/Days

- **Non-Student Contact Time:** Starting in the 2026–2027 school year, Group C ESP (Special Education Assistants, Associate Educators, and a few other titles) whose regular assignment matches the student contact day will receive 15 minutes of daily non-student contact time within their duty day. This time, scheduled by the site administrator, can be used for tasks such as third-party billing, lesson planning, reviewing IEPs/BIPs/FBAs, data analysis, professional development, classroom prep, student progress monitoring, and collaboration with general education teachers.

- **Bus Aide Assignment Update:** Effective January 1, 2026, bus aide hours will count toward sick leave and vacation accrual, and vacation, personal, or critical illness/death leave may be applied to bus duty if used concurrently with regular duty hours.

Other Updates

- **Sick Leave & Holidays:** Formatting updated for clarity on accrual and usage.

- **Seniority & Job Postings:** Language revised to reflect current practice.

- **Compensatory Time:** Eliminated; all hours worked must be paid.

Memorandums of Agreement (MOAs) effective through June 30, 2027

1. **Placement on Recall List (New MOA):** Educators who become ineligible for continued employment for reasons other than performance, misconduct, licensure/qualification issues, criminal conviction, or violation of District policy will be placed on a recall list for up to two (2) years from the date of the incident.

2. **Joint Labor-Management Training Sessions (New MOA):** The District and Union will jointly develop and present two annual 90-minute training sessions—one in the fall (during preparation time) and one in the winter (outside the duty day). Principals or assistant principals (at least one per building) must attend. ESP shall be compensated for the time and the District reimbursed by the Union.

3. **Annual Staff Survey and Exit Surveys (New MOA):** The District and Union will jointly develop an annual staff survey (administered electronically in January) and an exit survey for separating staff to gather feedback on workplace climate, professional relationships, and retention factors. Two annual meetings, with four District and four Union representatives, will review de-identified, site-level data to inform retention strategies.

Fiscal Impact

The two-year total package cost of the tentative agreement is $9,505,137.

Tentative Agreement
2025 – 2027

Between
Minneapolis Public Schools
and
The Minneapolis Federation of Educators

Education Support Professionals

Tentative Agreements

Union Proposals

2. **Immigrant Rights**
4. **Joint Labor Management Training Sessions**
5. **Staff Retention**
7. **Bus Hours**
8. **Group C**
13. **Leave Donation**
14. **Vacation Accrual**
15. **Longevity Pay**
16. **Salary**

District Proposals

1. **Open Personnel Files**
2. **Management Obligations**
5. **Holidays**
6. **Sick Leave Accrual**
10. **Compensatory Time**
11. **Seniority List**
12. **Job Postings**

Union Proposal Two:
Immigration Rights

MEMORANDUM OF AGREEMENT
Between
Minneapolis Public Schools (MPS)
And
Minneapolis Federation of Educators (MFE)

Recall for Impacted Educators

This Memorandum of Agreement ("MOA") is entered into by and between Minneapolis Public Schools ("District") and the Minneapolis Federation of Educators - Education Support Professional (ESP) chapter ("Union"), collectively referred to as "the Parties."

NOW, THEREFORE, BE IT RESOLVED:

1. **Recall Rights for Educators**: In the event that an educator becomes ineligible for continued employment for reasons other than performance issues, misconduct concerns, issues related to licensure and/or qualifications required for the position, conviction of a crime, and/or violation of District policy, the District shall place the educator on a recall list for up to two (2) years from the date of incident.

    - o If the educator becomes eligible for re-employment within that two-year period, MPS shall reinstate the educator to their former position, if vacant, provided the educator is qualified.

    - o If the former position is unavailable, the District shall reinstate the educator to a substantially similar vacant bargaining unit position for which the educator is qualified.

    - o Reinstatement shall include restoration of prior seniority and placement on the salary schedule as if the educator had not been separated.

2. **Educator Responsibilities for Recall Eligibility**: To remain eligible for reinstatement, the educator must:

    - o Notify the Division of Human Resources of their renewed eligibility for employment, including submission of any necessary documentation.

    - o Maintain current contact information, including phone number and mailing address, with Human Resources.

3. **Recall Notification Procedure**

    - o Upon renewal of work eligibility, the District shall make reasonable efforts to place the educator in a vacant position for which the educator is qualified. If no such position is immediately available, the District shall notify the educator by phone when a suitable vacancy arises.

- o The District shall first attempt to notify the educator of a vacant position by phone. The educator shall have until the end of the following business day to accept or decline the position.
- o If the educator does not respond in the aforementioned timeline, a certified letter shall be sent to the last known mailing address.
- o The educator shall have seven (7) calendar days from the date of postmark of the certified letter to respond and accept the offer.
- o Failure to respond or to accept the position within the timeline outlined above shall result in the forfeiture of recall rights.

4. **Training.** The District shall provide an annual training to educators on Board Resolution 2025-0017.

BE IT FURTHER RESOLVED, to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2025-2027 Collective Bargaining Agreement between the District and the Union, it shall not set precedent nor form the basis of any grievance that may be filed concerning any alleged violation of the contract.

This Memorandum of Agreement shall expire on June 30, 2027.

Union Proposal Four:
Joint Labor Management Training Sessions

MEMORANDUM OF AGREEMENT
Between
Minneapolis Public Schools (MPS)
AND
Minneapolis Federation of Educators (MFE)

Joint Labor-Management Training Sessions.

This Memorandum of Agreement ("MOA") is entered into by and between Minneapolis Public Schools ("District") and the Minneapolis Federation of Educators, Local 59 - Education Support Professional (ESP) chapter ("Union"), collectively referred to as "the Parties."

WHEREAS, the District and Union recognize the importance of fostering positive working relationships to enhance school operations and support staff; and

WHEREAS, joint training sessions can promote a shared understanding of issues affecting both labor and management, enhance collaboration, and strengthen communication between the Parties;

WHEREAS, the Parties agree that trainings should be purposeful, relevant, and respectful of participants' time and responsibilities.

THEREFORE, BE IT RESOLVED THAT:

1. The Parties shall collaboratively develop the agendas, presentation materials, and content for two (2) annual labor-management training sessions of no more than 90 minutes, one in the fall and the second in the winter. These sessions shall be jointly presented by the District and Union in person one afternoon at the start of the school year designated for preparation in the fall and one additional afternoon in the winter held outside of the regular duty day.

2. Required attendees include principals or assistant principals (at least one per building), Human Resources Business Partners, administrative personnel from Adult Education, and MFE59 stewards—specifically, at least one (1) representative from each building from both the Birth to 22 and ESP chapters. Excused absences from these training sessions shall not be subject to the grievance procedure.

    - Attendance shall be recorded. Teachers shall not receive additional compensation for attendance. Educational Support Personnel (ESPs) shall record their hours worked as "Out for Union Reasons", be compensated at their regular hourly rate, and accrue both sick and vacation on this time. The Union shall reimburse the District for the full cost of compensation paid to ESPs for their attendance at the training session. This time shall not count towards the time allocated to the Union under Article 5.4.4.

3. The first Fall Training Session may include but shall not be limited to:

    - Rights and responsibilities under the Public Employment Labor Relations Act (PELRA);
    - Effective problem-solving related to discrepancies in contract language;
    - The grievance process and resolution pathways;
    - The Professional Development Plan (PDP) process; and
    - Attendance expectations and related contract provisions.

4. The first Winter Training Session may include but shall not be limited to:

    - Licensure requirements and their impact on rehire decisions
    - Roles and responsibilities of site-based budget committees
    - Procedures for staffing reductions and employee transfers
    - The rehire process for probationary employees

5. Following the initial Fall and Winter training sessions, future sessions shall build upon prior content and evolve in response to the stability of both the steward and principal pools, as well as emerging needs. This approach ensures that training remains progressive, responsive, and fosters continuity and depth over time. Session development shall align with the guidelines outlined in items #6–8 below.

6. To develop the training agendas, presentation materials, and content, the District and the Unions shall hold joint planning meetings at least once per month, one-hour in length, unless otherwise mutually agreed, continuing until the training materials are fully drafted and approved by both Parties.

7. Planning meetings shall include no more than six (6) representatives from each Party.
    1. District representatives may include staff from Human Resources and the Office of the Deputy Superintendent.
    2. Union representatives may include designated leadership and staff familiar with contract language and member needs.

8. These planning meetings shall be collaborative in nature and focused on identifying relevant topics, refining content, and setting clear objectives for each training session.

BE IT FURTHER RESOLVED, to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2025-2027 Collective Bargaining Agreement between the District and the Union, it shall not set precedent nor form the basis of any grievance that may be filed concerning any alleged violation of the contract.

This Memorandum of Agreement shall expire on June 30, 2027.

Union Proposal Five:
Staff Retention

MEMORANDUM OF AGREEMENT
Between
Minneapolis Public Schools (MPS)
And
Minneapolis Federation of Educators (MFE)

Annual Staff Survey, Exit Surveys, and Data Review

This Memorandum of Agreement ("MOA") is entered into by and between Minneapolis Public Schools ("District") and the Adult Education, Birth – 22, Education Support Professional (ESP) chapters of the Minneapolis Federation of Teachers, Local 59 ("Unions"), collectively referred to as "the Parties."

Whereas, the District and the Union are committed to improving staff retention, understanding the reasons behind voluntary separations, and supporting healthy school environments;

Whereas, stay and exit survey data can provide valuable insights into patterns of employee attrition, workplace climate, and areas for organizational improvement;

THEREFORE, BE IT RESOLVED THAT:

1. **Annual Staff Survey:** The District and Union shall collaborate to develop an annual staff survey tool to be electronically shared with all MFE members. If mutual agreement cannot be reached, the District reserves the right to finalize and administer the survey to ensure its completion.
    a. The survey shall be administered annually during January during a two-calendar week window. Participation shall be voluntary but encouraged to ensure comprehensive feedback.

2. **Exit Survey:** The District and Union shall collaborate to develop an exit survey. The exit survey shall be electronic and automatically sent to any MFE members who submit a formal separation form through the District's Human Resources system. If mutual agreement cannot be reached, the District reserves the right to finalize the survey based on the points of agreement reached, and may supplement the survey as needed to support the District's retention goals and improve staff retention efforts.

3. **Survey Content:** The surveys shall be designed to identify trends in key areas such as workplace climate, professional relationships, and other relevant factors that can inform District staff retention strategies.

4. **Data Review Meeting:** The District and the Union shall convene two annual meetings, not to exceed two hours in length, to review exit survey data and Annual Staff Survey data. When possible, this data shall be aggregated by site and de-identified. The committee shall consist of eight members—four appointed by the Superintendent or their designee, and four appointed by the Union Presidents.

a. **Semester-Based Data Review:** In March, the District and Union shall convene to review annual survey and exit survey data. For teachers and ESP supporting Birth to 22 students, this shall be a review of first semester data. For teachers supporting learners in Adult Education, this shall be a review of first trimester data.
b. **Annual Data Review:** In August, the District and Union shall convene to review annual staff survey and exit survey data. For all teachers and ESP, this shall be a review of the prior year's data.

5. **Data Review Process:** A summary report shall be shared with the committee at least one calendar week prior to the scheduled meetings, for the purpose of identifying overarching themes and trends. Discussions during these meetings shall focus on systemic issues; individual personnel matters are not appropriate and shall not be discussed.

6. **Data Access:** Survey data shall be considered District data and shall be handled in accordance with applicable state laws governing data classification, access, and protection.

BE IT FURTHER RESOLVED, to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2025-2027 Collective Bargaining Agreements between the District and the Union, it shall not set precedent nor form the basis of any grievance that may be filed concerning any alleged violation of the contract.

This Memorandum of Agreement shall expire on June 30, 2027.

Union Proposal Seven
Bus Hours

15.5.4 Not Part of Regular Assignment: ~~Bus hours will not be considered part of an Educational Support Professional's regular annual assignment and bus hours will not be eligible to apply toward any sick leave or vacation accruals.~~

Hours worked in a bus aide assignment shall not be considered part of an Educational Support Professional's regular annual assignment and shall not confer rights to placement, recall, or layoff under Article 19. However, effective January 1, 2026, such hours shall be eligible for accrual of sick leave and vacation. Vacation, personal leave, and critical illness and death leave may be applied to bus duty hours provided such leave is concurrently used for the employee's regular duty hours on the same workday.

Union Proposal Eight
Group C

Note: Article 15.3 below shall be incorporated into Article 15 as Non-Student Contact Time - Group C. All affected cross-references and the table of contents shall be updated to reflect these changes.

15.3

Non-Student Contact Time - Group C: Beginning with the 2026-2027 school year all Educational Support Professionals in Group C assigned to brick-and-mortar school sites, whose regular daily assignment is the duration of the student contact day, shall receive fifteen (15) minutes of time during the regular duty day to complete non-student facing tasks related to their role and assigned by their site administrator which might include, but is not limited to:

- Third-party billing
- Lesson planning with case manager
- Review of Individualized Education Plans (IEPs), Behavior Intervention Plan (BIPs), Functional Behavioral Assessment (FBAs), etc.
- Data collection analysis, documentation, and preparation
- Professional development
- Classroom material preparation
- Student problem solving/progress monitoring
- Connect with general education teachers regarding inclusion

The additional fifteen minutes shall be scheduled by the site administrator.

Union Proposal Thirteen
Leave Donation

SICK LEAVE POOL PARTIAL AMNESTY

This Memorandum of Agreement ("MOA") is entered into by and between Minneapolis Public Schools ("District") and the Minneapolis Federation of Educators, Local 59 - Education Support Professionals (ESP) chapter ("Union"), collectively referred to as "the Parties."

WHEREAS, there are many ESP who have not previously joined the sick leave pool and, therefore, are unable to make the contributions required by Section 10.5.3 of the collective bargaining agreement that are required to enroll at the beginning of the 2026–2027 school year,

NOW, THEREFORE, BE IT RESOLVED:

1. ESP may join the pool by contributing the amount of sick leave as specified in number two (2) of this Memorandum of Agreement; and
2. The ESP must contribute 50% of the sick leave that, absent this Memorandum of Agreement, would be required pursuant to Section 10.5.3 of the collective bargaining agreement; and
3. The ESP must meet the qualifications for use pursuant to Article 10.5.2 in the collective bargaining agreement; and
4. An ESP choosing to join must do so between the dates of September 3, 2026 through October 2, 2026; and
5. ESPs joining the sick leave pool during this time period may not use sick leave from the sick leave pool for the first time until after April 1, 2027; and
6. This Memorandum of Agreement will be in effect until June 30, 2027.

BE IT FURTHER RESOLVED, to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2025-2027 Collective Bargaining Agreement between the District and the Union, it shall not set precedent nor form the basis of any grievance that may be filed concerning any alleged violation of the contract.

Union Proposal Fourteen
Vacation Accrual

Note: Article 8.4 below shall be incorporated into Article 8, which shall be retitled "Holidays and School Breaks." Personal day language shall be included with Article 11, which will be updated in naming convention to reflect both vacation and personal days. All affected cross-references and the table of contents shall be updated to reflect these changes.

1. **School Breaks**

Article 8.4 - School Breaks: Effective July 1, 2026, Education Support Professionals working the standard 41 or 42-week calendar shall receive full pay for 14 non-duty days, used first on MEA break (3 days), winter break (6 days), and spring break (5 days), based on their regular base assignment, provided the employee is in paid status on the scheduled workday immediately preceding and immediately following each respective break. If the above breaks do not total 14 days, the requisite number of break day(s) not used may be used on other non-duty days (teacher record keeping, etc.).

2. **Personal Leave**

~~**Article 9.3.6 Personal Leave:** Up to three (3) days per calendar year, charged to accrued sick leave, may be used for personal leave to conduct business or activities that cannot be scheduled on non-duty days and which are not authorized under other leave provisions.~~

Article 11.1 Personal Leave: Three (3) non-cumulative personal leave days per year (pro-rated based on FTE) may be used and shall be granted to conduct business or activities that cannot be scheduled on non-duty days and are not covered by other leave provisions. These days shall be deducted from the employee's accrued sick leave.

1. Personal leave days shall be granted according to the following guidelines, except in cases of extenuating circumstances:
    a. Employees shall provide notification to the administrator of the absence at least three (3) duty days prior to the absence.
    b. Use of personal leave following MEA, winter, spring break, or a contractually designated holiday shall require pre-approval from the building administrator.

11.1 General:

~~**11.1.1 Prior Approval:**~~ Except as otherwise provided in this Agreement, written requests for vacation leave of absence shall be made by employees prior to the beginning of the period(s) of absence and no payment for any absence shall be made until the leave is properly approved.

11.1.2 Deductions and Accrual: Deductions from vacation leave accumulations for an employee on vacation leave with pay shall be made on a work shift basis. Accrual of vacation

leave and sick leave benefits during the period of leave of absence with pay shall continue. Vacation leave deductions for employees.

~~**11.2 Eligibility:** Employees who work 20 hours or more a week shall be eligible to accrue vacation with full pay for the purposes of this article.~~

~~**11.2.1 Initial Employment or Reinstatement:** Employees on initial employment probation or reinstatement shall not be eligible to use accrued vacation until they reach the minimum number of accrued hours as calculated by the following formula: 130 days worked X .0462 hours accrued X # of hours worked per day. See 11.3.1.a for examples. 11.2.2 Credit for Service: On the start of the fiscal year, full-time employees who qualify for cannot accrual will be credited one year toward vacation increments for each year of continuous service worked.~~

11.2.2 Credit for Service: On the start of the fiscal year, full-time employees who qualify for vacation accrual will be credited one year toward vacation increments for each year of continuous service worked.

~~**11.2.3 Change in Status:** Employees who change status between full-time and part-time without a break in service will retain the number of years of service that they earned toward vacation increments in their previous status. A change in status will, under no circumstance, result in an increase in the number of years of continuous service.~~

11.2.4 Leave of Absence: Time on authorized leave of absence without pay will not be credited toward years of service. Such leaves will not be considered to interrupt the periods of employment before and after leave of absence, provided that an employee has accepted the first available position upon expiration of leave.

11.2.5 Recall after Layoff: Employees who have been laid off will be considered to have been continuously employed if they accept the first available position, provided that any absence of twelve (12) consecutive months will not be counted toward years of service for vacation entitlement.

11.2.6 Return to Work after Worker's Compensation: Upon return to work, employees will be credited for the time served on worker's compensation as the result of disability incurred on the job. This time will be used for the purpose of determining the amount of vacation to which they are entitled each year thereafter.

11.3

11.3.1 Vacation Accruals– Less than 52-week employees: ~~Vacation entitlement for those employees qualifying will be the number of days leave from work with pay as normally accrue in consecutive periods as described below.~~ Effective July 1, 2026, vacation entitlement shall consist of paid leave days accrued based on hours worked, as outlined below.

- **Years 0–7:** Vacation shall accrue at a rate of .011 per hour worked.
- **Beginning Year 8:** Accrual shall increase to .0165 per hour worked.

- **Beginning Year 16:** Accrual shall increase to .022 per hour worked.
- **Beginning Year 21:** Accrual shall increase to .0275 per hour worked.

Employees shall make a reasonable effort to use vacation during the year in which it is accrued however, vacation may be cumulative and may accrue up to and including eight (8) days. In the event vacation is not used, it shall be carried over to the following year if it does not exceed eight (8) days. If the number of accrued vacation days exceeds the maximum, the employee shall be paid for all excess days at the end of the fiscal year.

11.3.3 Vacation Accruals – 52-week employees: ~~Vacation entitlement for those employees qualifying will be the number of days leave from work with pay as normally accrue in consecutive periods as described below.~~ Effective July 1, 2026, vacation entitlement shall consist of paid leave days accrued based on hours worked, as outlined below.

- **Years 0–7:** Vacation shall accrue at a rate of .0462 per hour worked, not to exceed twelve (12) working days per year.
- **Beginning Year 8:** Accrual shall increase to .0615 per hour worked, not to exceed sixteen (16) working days per year.
- **Beginning Year 16:** Accrual shall increase to .0808 per hour worked, not to exceed twenty-one (21) working days per year.
- **Beginning Year 21:** Accrual shall increase to .1000 per hour worked, not to exceed twenty-~~four~~ six (~~24~~ 26) working days per year.

Employees shall make a reasonable effort to use vacation during the year in which it is accrued however, vacation may be cumulative and may accrue up to and including twenty-six (26) days. In the event vacation is not used, it shall be carried over to the following year if it does not exceed twenty-six (26) days. If the number of accrued vacation days exceeds the maximum, the employee shall be paid for all excess days at the end of the fiscal year.

~~**a. Initial Employment or Reinstatement:** For employees on initial employment or who have been reinstated, examples of calculations for typical assignments and minimum accruals are listed below:~~

Vacation Leave Assignment	Formula	Accrual Needed
20 hrs/week	130 days worked X .0462 .	24.02
25 hrs/week	130 days worked X .0462	30.03
30 hrs/week	130 days worked X .0462	36.03
31 hrs/week	130 days worked X .0462	37.23
38.75 hrs/week	130 days worked X .0462	46.54
40 hrs/week	130 days worked X .0462 .	48.05

b. Accrual Limit Subsequent years:

1) First Seven years of Employment: Vacation with full pay shall be calculated by multiplying the number of hours worked by .0462, not to exceed twelve (12) working days each year for the first seven (7) years of employment.

2) Eighth Year: Vacation with full pay shall be calculated by multiplying the number of hours worked by .0615, not to exceed sixteen (16) working days each year beginning with the eighth (8th) year of employment.

3) Sixteenth Year: Vacation with full pay shall be calculated by multiplying the number of hours worked by .0808, not to exceed twenty-one (21) days each year beginning with the sixteenth (16th) year of employment.

4) Twenty-First Year: Effective July 1, 2014, vacation with full pay shall be calculated by multiplying the number of hours worked by 0.10, not to exceed twenty four (24) working days accrued each year. beginning with the twenty first (21st) year of employment.

c. All hours worked for a required professional development, training, or orientation will accumulate vacation and sick time.

Union Proposal Fifteen
Longevity Pay

13.3 Longevity Pay

Effective July 1,~~2023~~,2025 employees shall qualify for the following amounts on July 1st of the fiscal year in which they will have completed the years of service listed below.

10 years of service: ~~$0.24~~ $0.50 per hour

15 years of service: ~~$0.48~~ ~~$~~1.00 per hour

20 years of service: ~~$0.96~~ $1.50 per hour

25 years of service: ~~$1.44~~ $2.25 per hour

30 years of service: ~~$2.00~~ $3.25 per hour

35 years of service: ~~$2.50~~ $4.50 per hour

40 years of service: ~~$3.00~~ $5.00 per hour

Union Proposal Sixteen
Salary

13.1 Schedules: Appendix ~~B~~A, attached hereto and incorporated herein, shall be the schedule of hourly salaries for employees.

13.1.1 Wage Schedule Improvements

Year One:

- No cost of living adjustment.

  $750 lump sum for all ESP with less than ten years of service, $1,250 for 10-19 years of service, and $1,750 for ESP with 20+ years of service, provided the ESP is in a paid and active status as of December 1, 2025. Longevity shall be calculated using the December 1st date.

- $1,000 lump sum for all ESP with more than eight years of service, provided the ESP is in a paid and active status as of December 1, 2025. Longevity shall be calculated using the December 1st date.

a. ~~No increases~~

~~b. Effective July 1, 20245, a 4.0% cost of living adjustment (COLA) to the salary schedule~~

Year Two:

- Effective July 1, 2026, 3.0% cost of living adjustment (COLA) to the salary schedule

- $1,000 lump sum for all ESP with more than eight years of service, provided the ESP is in a paid and active status as of December 1, 2026. Longevity shall be calculated using the December 1st date.

1. ~~Effective July 1, 2024, eligible ESP members shall receive two steps on the salary schedule.~~
2. ~~Effective July 1, 2024, a 4.0% cost of living adjustment (COLA) to the salary schedule.~~
3. ~~Effective January 1, 2025, a 6.0% COLA to the salary schedule~~

District Proposal One:
Open Personnel Files

Article 4.5: Open Personnel Files: Educational Support Professionals shall have the right to examine their personnel files subject to the following conditions:

4.5.1 A personnel file is defined to include the file maintained in the Human Resources Department, the payroll history file and health insurance and life insurance files maintained in the Finance Department and any other data maintained anywhere else under District control that is deemed to be public data or private data on individuals as defined in the Government Data Practices Act.

4.5.2 An Educational Support Professional, upon written request, (as outlined in the procedure established for this purpose) to the Human Resources Department, may examine the contents of their personnel file. A member of the professional staff of the Human Resources Department will share with the Educational Support Professional in a personal conference all materials in the employee's file. Material to be placed in an Educational Support Professional's personnel file will be held by the originator for ten (10) days. An Educational Support Professional may request a conference with the writer within this time period. The Educational Support Professional shall have the right to submit a response to any report or evaluation; such a response will be attached to and become part of the Educational Support Professional's personnel file. An Educational Support Professional may be permitted to reproduce at their expense any contents of their personnel file. The school district may destroy such file as provided by law. Official grievances filed by any Educational Support Professional under the grievance procedure shall not be placed in the personnel file of the employee; nor shall such a grievance be utilized in personnel assignment. Any person who examines an Educational Support Professional's personnel file shall be recorded as having examined said file, which record shall become a permanent part of an employee's personnel file, unless the Educational Support Professional chooses to have such record expunged. Members of the Human Resources and Finance Departments shall be exempt from this provision.

4.5.3 Information, except that which is part of an ongoing investigation, that has not been disclosed to an employee prior to a disciplinary action cannot be used against the employee. However, this paragraph shall not be interpreted to expand the rights of pre-hearing discovery beyond those provided by law.

4.5.4 Information gained as a result of an investigation into a complaint received about an employee will be shared with that employee as allowed by the Data Privacy Law prior to a disciplinary action. Information gained as a result of an investigation is not included in an employee's personnel file, but rather the documents related to the final action.

4.5.5 If there is no reoccurrence of misconduct after one year, the employee may request that such material relating to the charges be removed from the employee's personnel file. The determination to remove such materials is the sole discretion of the school district. Charges that are not investigated or substantiated shall not be placed in the employee's personnel file.

Article 4.5: Open Personnel Files:

1. **Right of Review:** In accordance with Minnesota Statute, ESP shall have the right to examine the contents of their personnel file, provided that they submit a request in accordance with District policy.

2. **Data Practices:** The inclusion, classification, and release of data contained in a personnel file shall be governed by the Minnesota Government Data Practices Act.

3. **Discipline:** Discipline shall be placed in an employee's personnel file only after it has reached final disposition. ESP shall have the right to submit a written response to any disciplinary material. Such response shall be attached to and become part of the personnel file, to the extent permitted by law. If there is no recurrence of misconduct after one year, the employee may request that such material related to the changes be removed from the employee's personnel file. The determination to remove such materials is the sole discretion of the school district.

4. **Grievance Materials:** Official grievances filed by the exclusive representative under the grievance procedure shall not be placed in the personnel file of any ESP.

District Proposal Two:
Management Obligations

Article 5.4: Management Obligations

5.4.1 The Board of Education will afford reasonable time off without pay to elected officers or appointed representatives of Local 59 for the purposes of conducting the duties of Local 59. The Board of Education will provide for leaves of absence without pay to elected officers or appointed representatives of Local 59.

5.4.2 The Board of Education will allow, during working hours on the employer's premises and without loss of pay, the elected officers, or appointed officers, to attend negotiating meetings; transmit communications authorized by Local 59 or its officers to the employer; consult with the employer or the employer's representative concerning the enforcement of any provisions of this Agreement.

~~5.4.3 The Board of Education will allow, during working hours on the employer's premises or site designated by the employer and without loss of pay, the president or the president's designee to attend meetings including but not limited to negotiating meetings and labor management meetings.~~

5.4.4 In addition to the provision of subdivision (a) the Board of Education will allow up to thirty (30) employee days off during school year to elected officers or appointed representatives of the Educational Support Professionals Chapter Local 59 for the purpose of conducting the duties of Educational Support Professionals Chapter Local 59 without loss of pay to individuals certified by the Union. The cost of replacement substitutes shall be borne by the Union at the base rate of pay to be costed as part of contract settlement.

5.4.5 The Board of Education will provide for leaves of absence without pay to elected officers or appointed representatives of Local 59.

5.4.6 The Board of Education shall allow business agents of Local 59 to meet with Local 59 members during lunch and break periods.

5.4.7 The Board of Education will allow the use of conference rooms or facilities upon permits secured from the proper authority in accordance with rules and regulations of the Board of Education before work, during lunch breaks and after the workday.

~~5.4.8 When an Educational Support Professional is required to participate in work related activities the employee shall be paid their regular rate of pay.~~

District Proposal Five:

Holidays

Article 8.1 Holidays: All permanent ESP ~~employees represented by this bargaining unit are eligible for~~ shall receive holiday pay for the number of hours they are assigned and work each day provided they are in a paid status the regularly scheduled workday before and after the holiday. ~~Employees will receive holiday pay if the employee is paid for their regularly scheduled workday prior to the holiday.~~ Paid holidays shall be defined as:

- Labor Day
- Thanksgiving
- The day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day

~~Thanksgiving day and following Friday~~	~~Presidential Holiday~~
~~December 24th~~	~~Memorial Day~~
~~December 25th~~	~~Juneteenth~~
~~December 31st~~	~~Independence Day~~
~~January 1~~	~~Labor Day~~

~~A day designated by the employer for observance of Martin Luther King's birthday~~

8.2 Holidays, Extended School Year: ESP working the regularly scheduled workday before and the regularly scheduled work day after Juneteenth and/or Independence Day shall be paid for their daily hours worked on those respective holiday(s).

District Proposal Six:
Sick Leave Accrual

Article 10.3 Accrual:

10.3.1 Accrual Rate: Sick leave shall be accrued by employees by applying the formula below at the rate of .0462 times (x) total credited hours without regard to the calendar year. Credited hours shall include all hours worked, including military leave, sick leave and vacation and shall exclude overtime, unpaid leave, disability and worker's compensation.

~~Typical assignments and minimum accruals are listed below. Example of calculations:~~

~~Assignment~~	~~Formula~~	~~Accrual Needed~~
~~20 hrs/week~~	~~130 days worked X .0462 X 4 hrs/day~~	~~24.02~~
~~25 hrs/week~~	~~130 days worked X .0462 X 5 hrs/day~~	~~30.03~~
~~30 hrs/week~~	~~130 days worked X .0462 X 6 hrs/day~~	~~36.03~~
~~31 hrs/week~~	~~130 days worked X .0462 X 6.2 hrs/day~~	~~37.23~~
~~38.75 hrs/week~~	~~130 days worked X .0462 X 7.75 hrs/day~~	~~46.54~~
~~40 hrs/week~~	~~130 days worked X .0462 X 8 hrs/day~~	~~48.05~~

District Proposal Ten
Compensatory Time

13.6.2 **Compensatory Time:** In lieu of receiving pay for overtime work, an employee may elect to have compensatory time off with pay. The option to elect to receive overtime pay or compensatory time shall belong exclusively to the employee. An employee electing to receive compensatory time shall be credited with one and one-half (1-1/2) hours of compensatory time for each one (1) hour of overtime worked.

a. **Balance upon Transfer:** When an employee transfers from one site or department to another site or department, any compensatory time balance will be paid to the employee. All compensatory time balances will be paid out at the end of each fiscal year and will be charged to the site or department the employee was assigned to at the end of the employee's regular assignment for that fiscal year. All compensatory time balances will be paid out to an employee who leaves District employment and will be charged to the site or department the employee is leaving.

b. **Limitation on Compensatory Time:** Employees may accrue no more than two hundred forty (240) hours of compensatory time.

c. **Overtime after Compensatory Time Limit:** All overtime worked after an employee has accrued two hundred forty (240) hours of compensatory time shall be paid for at the overtime rate of pay.

d. **Termination of Employment:** Upon termination of employment, all balances of compensatory time remaining shall be paid at a rate no less than the average rate received by the employee over the last three (3) years of employment or the final regular hourly rate of pay, whichever is higher. For purposes of calculating overtime pay and compensatory time only, time worked shall be rounded to the nearest one-tenth (1/10) of an hour. There shall be no pyramiding of overtime pay or compensatory time.

13.7 **Straight Time for Additional Work:** Employees working less than forty (40) hours per week but more than their regular assignment may be credited with an hour of time off for each hour worked beyond their regular assignment. However, the Educational Support Professional and their supervisor must agree when the employee will receive straight time off. In the absence of such agreement employees will be paid for time worked in accordance with wage and hour laws.

District Proposal Eleven
Seniority List

Article 16.2 Seniority List: A seniority list of all employees within this bargaining unit shall be prepared once each year. This seniority list shall be posted on the District's website. ~~The District will provide a hardcopy to the Union.~~

~~Educational Support Professionals shall notify the Human Resources Department in writing within twenty (20) working days if there are discrepancies in the published list.~~

District Proposal Twelve
Job Postings

Article 17.2 Job Postings:

17.2.1 **Contents:** Position postings will include a description of duties, hours, and qualifications and include a closing date to allow at least five (5) working days for voluntary transfer. The District shall endeavor to post and permanently fill positions before a temporary assignment is made.

~~**17.2.2** **Priority:** Every effort shall be made to post positions before a temporary assignment is made.~~

17.2.3 **District Website:** Individual position postings can be accessed by bargaining unit employees on a continual basis as positions become available through the District web-site ~~at www.mpls.k12.mn.us~~.

Dropped Proposals

Union Proposals

1. **Union Days**
3. **Gender Identity Rights**
6. **Enrollment Working Group**
9. **Restorative Practices**
10. **Health Insurance**
11. **Dental Insurance**
12. **Online School**

District Proposals

3. **Compensation for Staff Development and Required Job Related Training**
4. **Standards of Effective Instruction for ESP**
7. **Vacation Accrual**
8. **Salary Upon Demotion or Layoff**
9. **Salary Upon Reassignment or Reclassification**
13. **Critical Illness and Death**

This Tentative Agreement represents the full and complete understanding between the parties regarding the provisions agreed upon for inclusion in the 2025-27 Successor Agreement between the Minneapolis Public Schools (“District”) and the Minneapolis Federation of Educators (“Federation”).

The parties acknowledge that this Tentative Agreement is subject to ratification by the membership of the Minneapolis Federation of Educators and approval by the Minneapolis Public Schools Board of Education. Upon mutual ratification and approval, the provisions contained herein shall be incorporated into the successor collective bargaining agreement between the parties.

For the Minneapolis Federation of Educators:

Katrinka Zackery
Lead Negotiator
Minneapolis Federation of Educators

Signature: _____

Date: _____

For the Minneapolis Public Schools:

Alicia Miller
Senior Human Resources Officer
Minneapolis Public Schools

Signature: _____

Date: _____

Special School District Number 1
Board of Education Resolution

Resolution: 2025-12-ER-CBA-MFE-T
December 9, 2025

MINNEAPOLIS
PUBLIC SCHOOLS

Resolution Approving the 2025-2027 Collective Bargaining Agreement between Special School District No.1 and Minneapolis Federation of Educators, Teacher Chapter, Local 59

WHEREAS, Special School District No. 1 (District) and Minneapolis Federation of Educators – Teachers, Local 59 (Union) were parties to a collective bargaining agreement for the period of July 1, 2023, through June 30, 2025, and

WHEREAS, the collective bargaining agreement between the District and Union expired on June 30, 2025; and

WHEREAS, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2027; and

NOW THEREFORE BE IT RESOLVED, the Union membership voted affirmatively to ratify the successor agreement.

FURTHER BE IT RESOLVED, that the Board of Directors of Special School District No. 1 hereby approves the Birth - 22 collective bargaining agreement between SpecialSchool District No. 1, and Minneapolis Federation of Educators - Teacher Chapter, Local 59,effective July 1, 2025, through June 30, 2027.

ADOPTED this 9th day of December 2025.

Collin Beachy, Chair

Lori Norvell, Clerk

Special School District Number 1
Board of Education Resolution

Resolution: 2025-12-ER-CBA-MFE-T
December 9, 2025

MINNEAPOLIS
PUBLIC SCHOOLS

RECORD OF BOARD VOTE

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

SPECIAL SCHOOL DISTRICT NO.1

and

MINNEAPOLIS FEDERATION OF EDUCATORS, LOCAL 59, AFL-CIO, AFT, NEA

TEACHER CONTRACT, Birth – 22

2025-2027

December 9, 2025

Term: Two (2) years, July 1, 2025, through June 30, 2027

Pay:

Year One (2025–26):

- Steps for all eligible teachers
- 2.0% cost of living adjustment (COLA)

Year Two (2026–27):

- Steps for all eligible teachers
- 2.0% cost of living adjustment
- Effective July 1, 2026: Steps 9, 11, 13, 15, 17, 18, 19, 21, 23, 25, and 27 eliminated, guaranteeing all teachers an automatic annual salary increases

Article 12 - Working Conditions:

- Updated class size caps, effective July 1, 2026:

Grade level	70% FRL and above	Below 70% FRL
Pre-kindergarten	20 (no change)	20 (no change)
Kindergarten	~~22~~ 20 (-2)	~~27~~ 24 (-3)
1st Grade	~~22~~ 20 (-2)	~~28~~ 24 (-4)
2nd Grade	~~22~~ 24 (+2)	~~28~~ 26 (-2)
3rd Grade	~~25~~ 24 (-1)	~~34~~ 27 (-7)
4th Grade - 5th Grade	~~30~~ 24 (-6)	~~36~~ 29 (-7)
6th Grade -8th Grade	~~40~~ 33 (-7)	~~42~~ 36 (-6)
9th Grade-12th Grade	~~40~~ 37 (-3)	44 38 (-6)

Additionally, Class Size Committees to be formed in each building (admin, union steward, and affected grade level/department teachers) to address over-cap classes.

- Committees decide remedies by majority vote; if building resources are insufficient, requests go to the District Staff Adjustment Committee (Deputy Supt., Associates, SHRO, etc.), which approves or proposes alternatives.
  - Once a remedy is implemented, class size overages cannot be grieved.
  - Additionally, caps shall not apply if physical space limits prevent adding sections to accommodate currently enrolled students; other remedies may still apply, and no current student will be moved.

- Related service providers (OT, PT, SLP, psychologists, etc.) and teachers now have required ratios and defined caseloads, including special education assistant support.

Article 15 – Transfer, Reassignment, and Recall: A joint MFE–District committee will meet to review and revise Article 15, which governs the transfer, reassignment, and recall process. The parties have already agreed to several updates, including:

- **Posting Timeline:** Positions will be posted for five (5) calendar days during each Interview and Select round, closing at 5:00 p.m. on the fifth day.

- **Offers:** All offers from Interview and Select will be released at a designated, scheduled time. HR will email the top-ranked candidate with the offer, and the candidate will have until 5:00 p.m. the following business day (no fewer than 24 hours) to accept or decline via the online system. If declined or unanswered, the offer moves to the next ranked candidate until the position is filled.

- **Mid-Year Vacancies:** Positions filled after the second semester will be considered permanently filled.

Other Updates:

- **Remote Completion of Due Process Days:** Special educators may complete due process days remotely with approval from their administrator.

- **Pre-School Year Meetings:** Administrators may meet with High-Five and Kindergarten teachers for 30 minutes on the two days prior to school start (previously uninterrupted time).

- **Wellness Reimbursement Eliminated:** Cash-in of unused sick leave for gym memberships, equipment, etc., is removed.

- **Removal of Outdated Provisions:** Language regarding scholarship funds, telephones, auto liability insurance for social workers, TRA, and wellness goals is eliminated.

- **Elimination of Prescriptive Procedures:** Contractual language prescribing Staff/Staff, Staff/Administrator, and Staff/Citizen Issues procedures is removed.

Memorandums of Agreement (MOAs) effective through June 30, 2027:

1. **Placement on Recall List (New MOA):** Teachers who become ineligible for continued employment for reasons other than performance, misconduct, licensure/qualification issues, criminal conviction, or violation of District policy will be placed on a recall list for up to two (2) years from the date of the incident.

2. **Annual Staff Survey and Exit Surveys (New MOA):** The District and Union will jointly develop an annual staff survey (administered electronically in January) and an exit survey for separating staff to gather feedback on workplace climate, professional relationships, and retention factors. Two annual meetings, with four District and four Union representatives, will review de-identified, site-level data to inform retention strategies.

3. **Joint Labor-Management Training Sessions (New MOA):** The District and Union will jointly develop and present two annual 90-minute training sessions—one in the fall (during preparation time) and one in the winter (outside the duty day). Principals or assistant principals (at least one per building) must attend. Teachers shall receive no additional compensation for their attendance.

4. **Best Practice and Pathway Sites (New MOA):** Teachers at Best Practice and Pathway sites commit to integrating Indigenous-culturally revitalizing pedagogy, complete a two-day American Indian PD within their first year outside the contract year (if new to these sites), and participate in at least two hours of related PD annually. These sites, along with the American Indian Education Department, are exempt from placement of excessed teachers, except for internal transfers.

5. **Flexible Scheduling – Library Media Specialists (New MOA):**
    - **Part-Time (0.0–0.5 FTE):** Can set their own daily schedule to meet student and staff instructional, literacy, and informational needs.
    - **Full/Near Full-Time (0.6–1.0 FTE):** Schedule may be set by the Principal, considering instructional, literacy, library management, and informational needs.
    - **Professional Learning Communities (PLCs):** LMS should use non-instructional or library admin time first to participate in monthly peer PLCs or department collaborations; if schedules conflict, flexible time can be used.

Fiscal Impact

The two-year total package cost of the tentative agreement is $25,771,000.

Tentative Agreement
2025 – 2027

Between
Minneapolis Public Schools
and
The Minneapolis Federation of Educators

Birth to 22 Contract

Tentative Agreements

Union Proposals

2. **Immigrant Rights**
4. **Joint Training Sessions**
5. **Staff Retention**
9. **SPED and RSP Caseload**
11. **Class Size Caps**
12. **Indigenous Educators**
16. **School Counselors**
17. **Library Media Specialists**
20. **Salary**

District Proposals

1. **Special Education Due Process Accountability**
2. **Length of Teacher's Day/Week**
3. **Length of the School Year and Collaborative Review**
4. **Article 2 Reordering**
5. **Shared Leadership for Continuous Improvement**
7. **Wellness Incentive Program**
9. **Professional Work Environment**
10. **Transfer, Reassignment, and Recall**

Union Proposal Two
Recall Rights

MEMORANDUM OF AGREEMENT
Between
Minneapolis Public Schools (MPS)
And
Minneapolis Federation of Educators (MFE)

Recall for Impacted Educators

This Memorandum of Agreement ("MOA") is entered into by and between Minneapolis Public Schools ("District") and the Minneapolis Federation of Educators, Local 59 - Birth to 22 chapter ("Union"), collectively referred to as "the Parties."

NOW, THEREFORE, BE IT RESOLVED:

1. **Recall Rights for Educators**: In the event that an educator becomes ineligible for continued employment for reasons other than performance issues, misconduct concerns, issues related to licensure and/or qualifications required for the position, conviction of a crime, and/or violation of District policy, the District shall place the teacher on a recall list for up to two (2) years from the date of incident.

    - o If the educator becomes eligible for re-employment within that two-year period, MPS shall reinstate the educator to their former position, if vacant, provided the teacher is licensed and qualified.

    - o If the former position is unavailable, the District shall reinstate the educator substantially similar vacant bargaining unit position for which the teacher is licensed and qualified.

    - o Reinstatement shall include restoration of prior seniority and placement on the salary schedule as if the educator had not been separated.

2. **Educator Responsibilities for Recall Eligibility**: To remain eligible for reinstatement, the educator must:

    - o Notify the Division of Human Resources of their renewed eligibility for employment, including submission of any necessary documentation.

    - o Maintain current contact information, including phone number and mailing address, with Human Resources.

3. **Recall Notification Procedure**

    - o Upon renewal of work eligibility, the District shall make reasonable efforts to place the educator in a vacant position for which the educator is qualified and appropriately licensed. If no such position is immediately available, the District shall notify the educator by phone when a suitable vacancy arises.

- o The District shall first attempt to notify the educator of a vacant position by phone. The educator shall have until the end of the following business day to accept or decline the position.
- o If the educator does not respond in the aforementioned timeline, a certified letter shall be sent to the last known mailing address.
- o The educator shall have seven (7) calendar days from the date of postmark of the certified letter to respond and accept the offer.
- o Failure to respond or to accept the position within the timeline outlined above shall result in the forfeiture of recall rights.

4. **Training.** The District shall provide an annual training to educators on Board Resolution 2025-0017.

BE IT FURTHER RESOLVED, to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2025-2027 Collective Bargaining Agreement between the District and the Union, it shall not set precedent nor form the basis of any grievance that may be filed concerning any alleged violation of the contract.

This Memorandum of Agreement shall expire on June 30, 2027.

Union Proposal Four
Joint Training Sessions

MEMORANDUM OF AGREEMENT
Between
Minneapolis Public Schools (MPS)
AND
Minneapolis Federation of Educators (MFE)

Joint Labor-Management Training Sessions.

This Memorandum of Agreement ("MOA") is entered into by and between Minneapolis Public Schools ("District") and the Minneapolis Federation of Educators, Local 59 - Birth to 22 chapter ("Union"), collectively referred to as "the Parties."

WHEREAS, the District and Union recognize the importance of fostering positive working relationships to enhance school operations and support staff; and

WHEREAS, joint training sessions can promote a shared understanding of issues affecting both labor and management, enhance collaboration, and strengthen communication between the Parties;

WHEREAS, the Parties agree that trainings should be purposeful, relevant, and respectful of participants' time and responsibilities;

THEREFORE, BE IT RESOLVED THAT:

1. The Parties shall collaboratively develop the agendas, presentation materials, and content for two (2) annual labor-management training sessions of no more than 90 minutes, one in the fall and the second in the winter. These sessions shall be jointly presented by the District and Union in person one afternoon at the start of the school year designated for preparation in the fall and one additional afternoon in the winter held outside of the regular duty day.

2. Required attendees include principals or assistant principals (at least one per building), Human Resources Business Partners, administrative personnel from Adult Education, and MFE59 stewards—specifically, at least one (1) representative from each building from both the Birth to 22 and ESP chapters. Excused absences from these training sessions shall not be subject to the grievance procedure.

    - Attendance shall be recorded. Teachers shall not receive additional compensation for attendance. Educational Support Personnel (ESPs) shall record their hours worked and shall be compensated at their regular hourly rate for their attendance. The Union shall reimburse the District for the full cost of compensation paid to ESPs for their attendance at the training session.

3. The first Fall Training Session may include but shall not be limited to:

    - Rights and responsibilities under the Public Employment Labor Relations Act (PELRA);
    - Effective problem-solving related to discrepancies in contract language;
    - The grievance process and resolution pathways;
    - The Professional Development Plan (PDP) process; and
    - Attendance expectations and related contract provisions.

4. The first Winter Training Session may include but shall not be limited to:

    - Licensure requirements and their impact on rehire decisions
    - Roles and responsibilities of site-based budget committees
    - Procedures for staffing reductions and employee transfers
    - The rehire process for probationary employees

5. Following the initial Fall and Winter training sessions, future sessions shall build upon prior content and evolve in response to the stability of both the steward and principal pools, as well as emerging needs. This approach ensures that training remains progressive, responsive, and fosters continuity and depth over time. Session development shall align with the guidelines outlined in items #6–8 below.

6. To develop the training agendas, presentation materials, and content, the District and the Unions shall hold joint planning meetings at least once per month, one-hour in length, unless otherwise mutually agreed, continuing until the training materials are fully drafted and approved by both Parties.

7. Planning meetings shall include no more than six (6) representatives from each Party.
    1. District representatives may include staff from Human Resources and the Office of the Deputy Superintendent.
    2. Union representatives may include designated leadership and staff familiar with contract language and member needs.

8. These planning meetings shall be collaborative in nature and focused on identifying relevant topics, refining content, and setting clear objectives for each training session.

BE IT FURTHER RESOLVED, to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2025-2027 Collective Bargaining Agreement between the District and the Union, it shall not set precedent nor form the basis of any grievance that may be filed concerning any alleged violation of the contract.

This Memorandum of Agreement shall expire on June 30, 2027.

Union Proposal Five
Staff Retention

MEMORANDUM OF AGREEMENT
Between
Minneapolis Public Schools (MPS)
And
Minneapolis Federation of Educators (MFE)

Annual Staff Survey, Exit Surveys, and Data Review

This Memorandum of Agreement ("MOA") is entered into by and between Minneapolis Public Schools ("District") and the Adult Education, Birth – 22, Education Support Professional (ESP) chapters of the Minneapolis Federation of Teachers, Local 59 ("Unions"), collectively referred to as "the Parties."

Whereas, the District and the Union are committed to improving staff retention, understanding the reasons behind voluntary separations, and supporting healthy school environments;

Whereas, stay and exit survey data can provide valuable insights into patterns of employee attrition, workplace climate, and areas for organizational improvement;

THEREFORE, BE IT RESOLVED THAT:

1. **Annual Staff Survey:** The District and Union shall collaborate to develop an annual staff survey tool to be electronically shared with all MFE members. If mutual agreement cannot be reached, the District reserves the right to finalize and administer the survey to ensure its completion.
    a. The survey shall be administered annually during January during a two-calendar week window. Participation shall be voluntary but encouraged to ensure comprehensive feedback.

2. **Exit Survey:** The District and Union shall collaborate to develop an exit survey. The exit survey shall be electronic and automatically sent to any MFE members who submit a formal separation form through the District's Human Resources system. If mutual agreement cannot be reached, the District reserves the right to finalize the survey based on the points of agreement reached, and may supplement the survey as needed to support the District's retention goals and improve staff retention efforts.

3. **Survey Content:** The surveys shall be designed to identify trends in key areas such as workplace climate, professional relationships, and other relevant factors that can inform District staff retention strategies.

4. **Data Review Meeting:** The District and the Union shall convene two annual meetings, not to exceed two hours in length, to review exit survey data and Annual Staff Survey data. When possible, this data shall be aggregated by site and de-identified. The committee shall consist of eight members—four appointed by the Superintendent or their designee, and four appointed by the Union Presidents.

a. **Semester-Based Data Review:** In March, the District and Union shall convene to review annual survey and exit survey data. For teachers and ESP supporting Birth to 22 students, this shall be a review of first semester data. For teachers supporting learners in Adult Education, this shall be a review of first trimester data.
b. **Annual Data Review:** In August, the District and Union shall convene to review annual staff survey and exit survey data. For all teachers and ESP, this shall be a review of the prior year's data.

5. **Data Review Process:** A summary report shall be shared with the committee at least one calendar week prior to the scheduled meetings, for the purpose of identifying overarching themes and trends. Discussions during these meetings shall focus on systemic issues; individual personnel matters are not appropriate and shall not be discussed.

6. **Data Access:** Survey data shall be considered District data and shall be handled in accordance with applicable state laws governing data classification, access, and protection.

BE IT FURTHER RESOLVED, to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2025-2027 Collective Bargaining Agreements between the District and the Union, it shall not set precedent nor form the basis of any grievance that may be filed concerning any alleged violation of the contract.

This Memorandum of Agreement shall expire on June 30, 2027.

Union Proposal Nine
SPED and RSP Caseload

12.2.1 Special Education Teacher Caseload Recommendation:

~~a. It is recommended that staffing caseloads must take into consideration the need to engage in the broad range of professional activities necessary to:~~
~~1. Meet the intent of the Individuals with Disabilities Education Act (IDEA) by implementing appropriate and effective service options, and providing interventions designed to meet individual student needs,~~
~~2. Implement evidence-based practices, and~~
~~3. Meet mandated compliance, third-party billing, paperwork and other responsibilities.~~
~~b. Workloads for specific special education programs are delineated in MN Rule 3525-2325. The following recommended caseloads are a goal to strive for while taking into consideration program, site, and individual student needs that determine the workload of special education teachers.~~

a. The District shall not exceed the established caseload limits for special education staff and related service providers (RSPs) as set forth below, unless otherwise explicitly framed as a recommendation.

Audiologists: It is recommended that staffing caseloads of audiologists follow a ratio of no greater than 1:10,000 as a guideline at all general education settings across all grade levels.

Developmental/Adapted Physical Education Teachers: It is recommended that staffing caseloads of D/APE teachers follow a ratio of 1:40.

~~**Licensed D**~~**eaf/Hard of Hearing ~~Itinerant Services~~ Teachers:** ~~It is recommended that s~~Staffing Caseloads of deaf/hard of hearing ~~services~~ teachers shall follow a ratio of no greater than 1:20.

Licensed School Nurses: It is recommended that the ~~District staff~~ Licensed School Nurses shall follow a ratio of no greater than ~~at a~~ 1:750. ratio for students, in regular education and 1:225 for students in special education.

Music Therapists: It is recommended that staffing caseloads of music therapists in itinerant positions as IEP service providers shall follow a ratio of 1:30

Occupational Therapists: ~~It is recommended that s~~Staffing caseloads of occupational therapists shall follow a ratio of no greater than 1:~~25~~45 at elementary and 1:50 at secondary.

Physical Therapists: ~~It is recommended that s~~Staffing caseloads of physical therapists shall follow a ratio of no greater than 1:~~45 40~~ at elementary and 1:50 at secondary.

School Psychologists: ~~It is recommended that s~~Staffing caseloads of school psychologists shall follow a ratio of ~~1:1,000 as a guideline~~ no greater than 1:850 for all students. ~~at all general education settings across all grade levels.~~

School Social Workers: Every school will have a minimum of 1.0 School Social Worker. It is recommended that staffing caseloads of school social workers follow a ratio of 1:600 as a guideline at all general education settings across all grade levels. Caseloads for school social workers shall follow a ratio of 1:250 at the 10% of elementary and Pre-K-8 schools with the highest proportion of students who qualify for educational benefits. If the District is unable to **fill** a social worker vacancy, it will not be considered a violation of this article and will not be subject to grievance.

Speech Language Pathologists~~Clinicians~~: ~~It is recommended that the~~ Staffing caseloads of speech language pathologists ~~clinicians~~ shall follow a ratio of no greater than of 1:40 at elementary and 1:45 at secondary. ~~1:23 students~~.

Vision Services Teachers: ~~It is recommended that staffing~~ Staffing caseloads of vision services teachers shall follow a ratio of no greater than 1:22.

b. **Staffing caseloads for special education teachers shall be as follows:**

Federal Setting	**Caseload**
ECSE 3-6 year olds - self-contained	10-14 students case managed**
ECSE 3-6 year olds, teachers providing supports in inclusive or natural settings	12-16 students case managed
Federal Setting I & II Elementary	20-21 students case managed
Federal Setting I & II Secondary	20-22 students case managed
Federal Setting III - developmental cognitive disability severe-profound range/deaf-blind/autism spectrum disorders/severely multiply impaired	6 students case managed

Federal Setting III - all other classrooms	8-10 students (case managed and class size)
Federal Setting IV – EBD/ DHH/ASD self-contained	6-8 students (case managed and class size)

Staffing support for special education teachers shall be as follows:

Federal Setting	Special Ed. Staffing*
ECSE 3-6 year olds - self-contained classroom	One (1) ECSE teacher Two (2) Special Education Assistants (SEA)*
ECSE 3-6 year olds - teachers providing supports in inclusive or natural settings	Special education teams may include an ECSE teacher and/or related services staff. SEA support shall be determined based on student IEP needs.*
Federal Setting I & II Elementary classrooms	One (1) Special Education Teacher SEA support shall be determined based on student IEP needs.*
Federal Setting I & II Secondary classrooms	One (1) Special Education Teacher SEA support shall be determined based on student IEP needs.*
Federal Setting III classrooms- developmental cognitive disability severe-profound range/deaf-blind/autism spectrum disorders/severely multiply impaired	One (1) Special Education Teacher Two (2) Special Education Assistants (SEA)* Additional SEA support shall be determined based on student IEP needs.*
Federal Setting III - all other classrooms	One (1) Special Education Teacher Two (2) Special Education Assistants (SEA)* Additional SEA support shall be determined based on student IEP needs.*

Federal Setting IV self-contained classroom– EBD/DHH/ASD	One (1) Special Education Teacher Two (2) Special Education Assistants (SEA)* Additional SEA support shall be determined based on student IEP needs.*

*The one-to-one (1:1) staff assigned through students' IEPs shall not be included in the classroom allocation of the one (1) Special Education Teacher and two (2) Special Education Assistants.

c. **Inapplicable Situations:** The staffing ratios and staff support provisions outlined in this agreement shall cease to apply if the District is placed in statutory operating debt, as defined under Minnesota Statute § 123B.81.

d. **District Rights:** The District retains all rights to create and modify budgets, allocate resources, project enrollment, place students, create or eliminate positions, and any other matters of inherent managerial policy.

Union Proposal Eleven:
Class Size Caps

Note: For ease of reading, current numbering shall remain throughout this proposal. Upon ratification, class size and caseload provisions shall be moved to a separate article and renumbered accordingly. All affected cross-references and the table of contents shall be updated to reflect these changes.

12.4.6 General Education Class Size Caps:

1. Effective with the start of the 2026-27 school year, and as outlined in this section, the District shall provide sufficient resources to maintain class sizes caps as listed below. The following content areas shall be excluded from these class size caps: Vocal Music and Instrumental Music at the high school level and Vocal Music and Instrumental Music at the middle school level only when agreed to by the impacted teacher.

2. Class size caps using enrollment data as of October 1 shall be as follows:

Grade level[1]	**70% FRL[3] and above**	**Below 70% FRL[3]**
Pre-kindergarten[1]	20	20
Kindergarten	~~22~~ 20	~~27~~ 24
1st Grade	~~22~~ 20	~~28~~ 24
2nd Grade	~~22~~ 24	~~28~~ 26
3rd Grade	~~25~~ 24	~~34~~ 27
4th Grade - 5th Grade	~~30~~ 24	~~36~~ 29
6th Grade -8th Grade[2]	~~40~~ 33	~~42~~ 36
9th Grade-12th Grade[2]	~~40~~ 37	~~44~~ 38

*****At the secondary level, no individual class period for an individual teacher shall exceed the cap by more than two (2), except when agreed to by the teacher. The class size cap shall be deemed to apply to the average number of students in all periods in which an individual teacher teaches.

These class size caps shall not apply in any grade at a school where adding an additional classroom section is not possible due to physical space capacity issues. In that situation, all other available remedies identified in this section may apply. The intention of this language is to ensure that no student currently enrolled in an MPS school at the time of implementation of

these class size caps is required to leave their current school due to physical space capacity in order to accommodate these class size caps.

3. **Class Size Committee:**

    a. A building-level class size committee shall be established and include the following representatives: one building administrator, one union steward, and two (2) members of the affected department or grade, if applicable, and may include other affected staff. Voting members of the class size committee shall include the administrator, union steward, and members of the affected department or grade.

    b. The building-level class size committee shall meet during the school year whenever class sizes exceed the contractual class size cap in an affected grade level or department. The building-level class size committee shall decide the remedy/remedies for the affected classroom through a majority vote.

        i. If the building-level class size committee decides that additional District resources beyond the building's available resources are needed, the building-level class size committee shall make the request/recommendation to the District Staff Adjustment Committee.

        ii. If the District Staff Adjustment Committee rejects the request/recommendation from the building-level class size committee, the District Staff Adjustment Committee shall propose and implement an alternative solution.

    c. **Grievance Limitation:** If the District Staff Adjustment Committee implements the remedy proposed by the Building Class Size Committee, or any alternative remedy or relief decided by the District Staff Adjustment Committee in place of a building-level class size committee recommendation, any classes that exceed the contractual class size caps shall not be subject to the grievance procedure under this Agreement.

b. **Regular Reporting and Adjustments:** Accurate class size reports will be provided to the Staff Adjustment Committee based on enrollment per course or classroom. The Staff Adjustment Committee will meet several times in the fall to make needed adjustments on class sizes and caseloads. Thereafter, additional meetings will be scheduled quarterly or more often as needed.

c. **Vacant Positions:** In the event caseload exceeds the established ratio or class size support is unmet due to the District's inability to fill a vacancy, such an occurrence shall not constitute a violation of this article and shall not be subject to the grievance procedure.

d. **Instructional Model Changes:** The Parties agree to review and adjust caseload caps and/or staffing ratios should the District's Instructional Model change, which remains within its managerial rights.

e. **Inapplicable Situations:** The staffing ratios and staff supports provisions outlined in this agreement may cease to apply if ~~under any of the following conditions:~~

~~1. The District fails to secure voter renewal of any operating, class size, capital projects, or other voter approved referendum measures;~~

~~2. There is a material decrease in state or federal special education funding that results in a significant negative financial impact on the District, as reasonably determined by the District.~~

~~3. The District's Average Daily Membership (ADM) falls below 20,000, as reported by the Minnesota Department of Education;~~

~~4. The percentage of students who qualify for educational benefits within the district fall below the statewide average;~~

~~5. Any of the following credit rating agencies—Moody's, Standard & Poor's (S&P), or Fitch Ratings—assigns a rating below investment grade to any District debt or bond issuance;~~

~~6. T~~the District is placed in statutory operating debt, as defined under Minnesota Statute § 123B.81.

District Rights: ~~The District reserves the right to collapse and/or balance small classes to ensure compliance with this class size language or otherwise manage student enrollment and District resources.~~ The District also retains all rights to create and modify budgets, allocate resources, project enrollment, place students, create or eliminate positions, and any other matters of inherent managerial right.

Union Proposal Twelve
Indigenous Education

MEMORANDUM OF AGREEMENT
Between Minneapolis Public Schools (MPS)
and
Minneapolis Federation of Educators (MFE)

American Indian Best Practice and Pathway Sites

This Memorandum of Agreement ("MOA") is entered into by and between Minneapolis Public Schools ("District") and the Minneapolis Federation of Educators, Local 59 - Birth to 22 chapter ("Union"), collectively referred to as "the Parties."

WHEREAS, Minneapolis Public Schools and Minneapolis Federation of Educators mutually understand and acknowledge that United States settler colonialism has done and–continues to do–irreparable harm towards American Indian nations and peoples;

WHEREAS, the Parties are united in their belief that the education of American Indian students is a shared responsibility of the District and the Union, among others, and that only through a joint, focused commitment can the legacy of educational inequity be effectively addressed and overcome; and

WHEREAS, the District is a party to a Memorandum of Agreement (MOA) with the Metropolitan Urban Indian Directors (MUID) to support the educational success and well-being of American Indian students;

WHEREAS, in service of this commitment, the District has designated an American Indian Education department, as well as four (4) research-based American Indian Best Practice school sites that prioritize American Indian culture and language within academically rigorous and culturally responsive frameworks. These schools are:

- Anishinabe Academy (PreK–5)
- South High School All Nations Program (9–12)
- Takoda Prep of AIOIC (9–12)
- Na-way-ee Center School (7–12); and

WHEREAS, building upon this effort, the District has also identified four (4) American Indian Pathways sites—inclusive of two middle schools and two high schools—to expand culturally supportive academic environments for American Indian students across a broader geographic area within the District. These sites are:

- Northeast Middle School (6–8)
- Sanford Middle School (6–8)

- Edison High School (9–12)
- South High School Open/Liberal Arts Program (9–12);

THEREFORE, BE IT RESOLVED, that the Parties jointly agree to the following:

1. **Commitment Agreement for Best Practice and Pathway Sites:** Upon hire or transfer to a Best Practice or Pathway site, teachers shall be required to sign an agreement acknowledging the unique status of these sites and affirming their commitment to integrating Indigenous culturally revitalizing pedagogy with academic rigor in their instructional practices.
    a. The District and the Union will jointly prepare this agreement no later than sixty (60) days after ratification.
    b. After finalization, the agreement will be implemented in all new hiring processes beginning thirty (30) calendar days thereafter.

2. **Initial Professional Development:** Upon initial hire or transfer to a Best Practice or Pathway site—except when transferring from another Best Practice or Pathway site—all teachers shall be required to attend, within one calendar year of their start date, a two-day Department of American Indian Professional Development training. Teachers shall be provided with three (3) opportunities per calendar year. These trainings shall be conducted outside the regular duty year. Compensation to the teacher for this time shall be provided at the direct instruction rate.

3. **Ongoing Professional Development:** Teachers at American Indian Pathway or Best Practice sites shall participate in a minimum of two (2) hours per year of professional development related to American Indian history, culture, language and best practices. This professional development shall occur during the regularly scheduled duty day.

4. **Transfer and Reassignment:** To honor the commitment of teachers who actively seek to teach in Best Practice and Pathway sites, as well as the American Indian Education department, such site(s) and/or department shall be exempt from the placement of excessed teachers—except when the placement involves a teacher transferring from another Best Practice or Pathway site. The American Indian Education department shall be entirely exempt from placement. Nothing in this provision shall prevent the placement of tenured teachers when such placement is required by statute or contractual rights.

5. **Nourishing American Indian Language:** If there is no reduction in the American Indian Language department, teachers who teach an American Indian Language with a Tier 1 license or expiring Tier 2 license shall not be automatically excessed, provided they commit to renewing their licensure in advance of the first day of the upcoming duty year.
    a. **Additional Step:** Teachers hired to teach American Indian Language shall be granted one additional step at their time of hire.

BE IT FURTHER RESOLVED, to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2025-2027 Collective Bargaining Agreement between the District and the Union, it shall not set precedent nor form the basis of any grievance that may be filed concerning any alleged violation of the contract.

This Memorandum of Agreement shall expire on June 30, 2027.

Union Proposal Sixteen
School Guidance Counselors

7.3 **Increments:** ~~Guidance~~ School counselors, School Social Workers, Library Media Specialists, Licensed School Nurses, TOSAs/DPFs, and others paid on the teachers' standard salary schedule whose employment begins prior to the regular start of the school year shall be granted increments and be placed on the new standard salary schedule at the time their employment commences for the school year in accordance with the dates noted on the standard salary schedules.

12.4.1 Adequate Space: All professional employees of Minneapolis Public Schools, including district-wide professional staff such as audiologists, D/APE teachers, deaf/hard of hearing teachers, occupational therapists, physical therapists, Licensed School Nurses, school psychologists, school social workers, speech language clinicians, vision teachers, SERTs, and ~~Guidance~~ School Counselors, will have consistent, adequate space in order to fulfill their duties in an ethical, respectful, safe and confidential manner.

Union Proposal Seventeen
Library Media Specialists

MEMORANDUM OF AGREEMENT
Between
Minneapolis Public Schools (MPS)
And
Minneapolis Federation of Educators (MFE)

Library Media Specialists

~~Library Media Specialists~~ This Memorandum of Agreement (MOA) is entered into by and between Minneapolis Public Schools, Special School District No. 1 ("District") and the Minneapolis Federation of Teachers and Educational Support Professionals, Local 59 ("Union") to specify certain terms and conditions relating to Library Media Specialists.

WHEREAS, the District acknowledges the importance of Library Media Specialists role in school libraries, library management, and increasing district-wide literacy; and

WHEREAS, the District acknowledges the need for flexible scheduling of a Library Media Specialist (LMS) in order to serve the needs of students and to ensure libraries are inclusive, supportive spaces; and

WHEREAS, the District recognizes the importance of supporting all Library Media Specialists in their professional learning and development;

NOW THEREFORE, be it resolved that the Parties agree to the following terms:

1. **Flexible Scheduling - Library Media Specialist**
    a. **Part-Time Assignment (0.0 to 0.5 FTE):** A Library Media Specialist assigned up to an FTE of 0.5 shall have the flexibility to develop their daily work schedule. This schedule development shall address the instructional, literacy, and informational needs of students and staff within the assigned building(s).
    b. **Full-Time and Near Full-Time Assignment (0.6 to 1.0 FTE):** The daily and weekly work schedule for a Library Media Specialist assigned to an FTE of 0.6 up to 1.0 may be established by the building Principal at the discretion of the Principal. At the discretion of the Principal, the Principal may establish the schedule considering the instructional, literacy, library management and informational needs of the students and staff.

2. **Professional Learning Communities:** Library Media Specialists shall seek to use non-instructional time or library administrative time first to participate in monthly peer Professional Learning Community (PLC) or library department collaborations, and if the scheduling of cross-district members does not align, the library media specialist can

utilize their flexible schedule to participate in these professional development opportunities.

3. **Library Manager:** Licensed Library Media Specialists shall coordinate the District libraries, resources, machine-readable cataloging (MARC) records, and cataloging protocols, collection, organization, and development. Licensed Library Media Specialists shall collectively recommend parameters and systems for records, library circulation, cataloging, processing, collection development, maintenance, gentrification, and inventory.

4. **Technology Labor Management Committee:** The Technology Labor Management Committee shall jointly form a recommendation to the Superintendent or designee regarding:
    a. School technology plan that includes beginning and end of the year technology set up including but not limited to MPS login credentials and the circulation of instruction technologies used by students and staff.
    b. Instructional Technology adoption pilot implementation plan that includes the adoption of student technologies, instructional software, learning management systems, etc.

BE IT FURTHER RESOLVED, to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2025-2027 Collective Bargaining Agreement between the District and the Union, all other wages, hours, and terms and conditions contained in the applicable Collective Bargaining Agreement shall remain in full force and effect.

Union Proposal Twenty
Salary

7.1 **Salary:** Teachers shall be paid in accordance with the salary schedules adopted by the Board of Education for the current contract period.

7.1.1 **Standard Salary Schedules:**
The salaries for teachers employed under regular contract in the Minneapolis Public Schools are reflected in standard salary Schedule A and shall be a part of this Agreement for the period July 1, 2023~~3~~5, through June 30, 2025~~5~~7.

7.1.2 **Wage Schedule Improvements, Other Pay Provisions:**

Year One:

- ~~4~~2.0% general increase to the salary schedule, effective July 1, 2023~~3~~5
- Steps and lanes, retroactive to July 1, 2023~~3~~5

Year Two:

· Eliminate steps 9, 11, 13, 15, 17, 18, 19, 21, 23, 25, and 27 ~~12, 15, 18, 21, 24, 27, 30, 33, 36, and 39.~~

· ~~-~~2.0% general increase to the salary schedule, effective July 1, 2025~~5~~6

· Steps and Lanes, effective July 1, 2025~~5~~6

~~· Hourly Flat Rate increase from $25.00 to $30.00 per hour~~

~~· The teacher duty year will be made up of 191 paid duty days.~~

Other:

· Coaches: MPS manages seasonal coaches who are not MFT members and not covered by the MFT contract. Any market increases or equity considerations/improvements will be applied to MFT member coach stipend, which will not be costed against the MFT contract.

District Proposal One
Special Education Due Process Accountability

Special Education Due Process ~~Accountability~~; Additional Days

2.1.1 ~~**Clarification of Site Team Responsibilities:** Special Education Due Process is the responsibility of everyone in the District. Each special education site team (general education representative and special education teachers, district representative, administrator and administrative designee, School Social Worker, psychologist, related services staff) shall meet to establish and clarify due process accountability responsibilities by October 1 of each year. Anyone on the team has the right to request a district representative with appropriate knowledge (e.g., Mentor, Program TOSAs/DPFs, Special Education Assistant Director, Special Education Director) to review the reasonableness of the accountability responsibilities for the site, the team and/or team member. The responsibility of the reviewer is to determine if training and resources have been provided to allow due process to be completed in a timely manner and to make recommendations. If it is determined that training and resources are not in place, the reviewer shall recommend what is needed and meet with the site, team and/or team member to develop a reasonable plan to implement due process.~~

~~**2.1.2 Special Education Caseload review:** To address situations where a related service provider (Audiology, DAPE Teacher, Nursing,(LSN), OT/PT, Psychology, and Speech-Language) has a higher than recommended caseload and must use their preparation time to meet caseload, assessment and due process mandates, the following protocol will be used:~~

~~a. Lead staff shall meet with the related-service provider and gather data for a workload analysis;~~

~~b. Lead staff, the related-service provider, and the administrator review workload analysis and brainstorm/recommend solutions to address the immediate situation;~~

~~c. If a mutually satisfactory solution to the workload issue cannot be found, then the case may be referred to the Executive Director of Special Education determine if pay for lost preparation time is warranted.~~

2.1.3 **Additional Time for Due Process:** ~~Effective with the 2015-2016 school year,~~ All special education teachers/providers shall have three (3) days of reserve teacher time per school year to be used as needed to complete due process ~~compliance~~ requirements. Those realigned into special education shall have one additional day of reserve teacher time during their first realigned year to be used as needed to complete due process compliance requirements. ~~Those in their second and third realigned year in special education may request additional reserve teacher time from their buildings to be used as needed to complete due process compliance requirements. Reserve teachers shall be scheduled in advance.~~ Unless mutually agreed as to otherwise with their administrator, due process days shall be

scheduled for a Tuesday, Wednesday or Thursday ~~and scheduled~~ at least five (5) duty days in advance of the absence . Once a due process day has been entered into AESOP, the Teacher shall ~~will~~ be released from school duties to complete due process requirements. ~~paperwork that is required by law~~. ~~Buildings will be responsible for a plan to support special education service teachers/providers.~~ Teachers shall have the option to telework on due process days with their supervisor's preapproval.

[Move to 2.5.7 - belongs with Changes to School Schedule provision]

~~**2.6**~~ **2.57** Collaborative Review: Any site covered by this provision shall be collaboratively reviewed on an annual basis through an examination of appropriate measures of school success. This review shall be performed by a joint committee comprised of equal numbers of members of the District and the Union. This committee will also review these sites' practices, procedures, staffing and school leadership to identify practices and approaches that should be duplicated or avoided. This committee shall present a report to the Superintendent and to the Union's Executive Board no later than October 15 of each school year following a year in which a school operated under a School Schedule Change Agreement.

District Proposal Two
Length of Teacher's Day/Week

Article 2 Teacher Assignments and Schedules

2.1 **Teacher Record-Keeping:**

2.1.1 **Release Days for Record-keeping:** Teachers shall be provided with one (1) release day each quarter of the school year for record-keeping. These days shall be scheduled at times appropriate to the grading cycles and identified on the District calendar. No required teacher development or other such activities for teachers shall take place at the site on record-keeping days without an agreement of a 70% majority vote of the teachers at the site. Additionally, teachers shall not be required to submit final grades for the reporting period prior to the end of the duty day on record-keeping days.

~~2.1.2 Such record-keeping days shall be identified in the calendar and no required teacher development or other such activities for teachers shall take place at the site on record-keeping days without an agreement of a 70% majority vote of the teachers at the site.~~

2.1.3 **Telework:** Teachers may telework on teacher record-keeping days, as shall be determined by the principal. Should a Principal determine any teacher(s) need to be onsite for all or part of a record-keeping day, such decision shall be communicated to the affected staff no later than one calendar week in advance of the scheduled record-keeping day.

Length of Teacher's Day/Week

2.3.1. ~~Definition:~~

~~a.~~ **Normal Work Week:** The normal workweek of full-time teachers shall be no longer than 40 hours including their one-half hour daily duty-free lunch period.

b. **Preparation Time:** All teachers are entitled to a daily preparation time ~~every day~~ within the defined student day. This time is for individual teachers to use as needed for instructional planning, reflecting on student performance, and to ~~plan,~~ prepare for ~~and resource the next steps needed with~~ students. It is not time for conducting special education evaluations, re-evaluations, or complying with due process requirements.

1. **Lost Prep or Lunch:** Teachers assigned to provide classroom coverage during their preparation period or duty-free lunch shall be paid for the lost time at the hourly flat rate.
2. **Additional Students:** Teachers assigned students from other classes due to absent staff shall be paid at the hourly flat rate.
3. **Attendance at Meetings:** Any teacher required to attend meetings scheduled during their preparation period or lunch shall either be paid for the lost time at the direct instruction rate or be provided with an alternative preparation period or lunch within the same week in which the lost preparation time or lunch occurred.
4. ~~Meetings During Preparation Time: Any teacher required to attend meetings scheduled during their preparation time shall be paid at their direct instruction rate of pay or be provided an alternative~~

~~preparation time in the same week.~~

2.3.2 **Professional Meetings:**

a. Union stewards shall be provided up to fifteen (15) minutes at staff meetings to report on official Union and/or labor/management business. Such meetings may be scheduled during the defined teacher day on non-student contact time. Contractual issues are appropriate matters for staff meetings.

b. The school district shall recognize Wednesday after school and evening as a time reserved for labor/union business. Every reasonable effort shall be taken to reserve this time.

2.3.3 **Professional Preparation Time – Elementary:** Elementary teachers shall be provided with a minimum of 275 minutes of preparation time per five-day work week. This preparation time shall be within the defined student day and ~~shall be based on~~ follow one of the two options below:

Option l: Five 45-minute preparation periods and one 50-minute preparation period per five-day cycle.

Option 2: Five 55-minute preparation periods per five-day cycle.

Additional Clarification for sites with two preparation times per day: For sites with two (2) preparation times per day, two (2) of the ten (10) preparation times shall be used for collaboration. The remaining preparation times can be used at the discretion of the teacher, and related services professionals. If collaboration time is used for professional development (PD), that will count as one of the two required collaboration times per week.

The decision to implement one of the options for the following year shall be made by agreement or a majority vote of the total licensed staff and the principal by the last day of school**.** The preparation schedule selected by the majority of teachers shall not preclude changes to building programming or instructional models.

Elementary specialists and other staff members affected shall be offered the opportunity to participate in the preparation of annual schedules for specialists.

Specialists shall provide instruction to students during the classroom teachers' preparation time in consecutive-minute periods that match the schedule of the school. Exceptions to consecutive time may be permitted on a site-by-site basis by mutual agreement.

2.3.4 **Professional Preparation Time – Secondary:** One of the ~~three~~ two (2) optional preparation schedules below will be selected by a majority vote of the total licensed teaching staff by the last day of the school year unless a staff chooses a variation of these three schedules as provided for below. If, in a subsequent school year, a site wishes to choose one of the other optional schedules, the total licensed staff shall make that change by a majority vote. Secondary teachers shall be provided with a minimum of 275 minutes of preparation time per five-day

work week. This preparation time shall be within the defined student day and ~~shall be based on~~ follow one of the two options below:

Option 1: A schedule that provides teachers with a daily 55-consecutive-minute preparation period.

Option 2: A schedule that provides daily preparation time equivalent to a minimum of 275 minutes per week, or its equivalent.

For all sites with two (2) preparation times per day, or the equivalent, two (2) of the ten (10) preparation times, or their equivalent, may be used for collaboration**.** ~~The remaining preparation times shall be self-directed by the teacher.~~ The remaining preparation times can be used at the discretion of the teacher.

For additional clarification, some secondary teachers have assignments in which they teach more than three (3) different courses in the day. For these assignments, the expectation for two (2) preparation times for collaboration should be relaxed to allow these teachers a better opportunity to prepare for teaching. They should be expected to schedule their collaboration times when it fits their particular need and schedule.

The decision to implement a schedule other than the options listed above shall be made by agreement of a two-thirds majority vote of the site's teachers by the last day of the second quarter (for the third and fourth quarters) or by the last day of school for the upcoming school year. All licensed staff shall vote on an annual basis if a schedule deviates from the two (2) optional schedules.

The preparation schedule selected by the majority of teachers shall not preclude changes to building programming or instructional models.

2.3.5 **Reimbursement for Lost Preparation Time or Duty-Free Lunch:**

~~a. Purpose: All teachers are entitled to a preparation time and one-half hour daily duty-free lunch period within the defined student day. This time is for individual teachers to use as needed for instructional planning, reflecting on student performance, to plan, prepare, and resource the next steps needed with students. It is not time for conducting special education evaluations, re-evaluations, or complying with procedural requirements.~~

~~1. Pay Rate: Teachers assigned during their preparation period or duty-free lunch to provide classroom coverage shall be paid at their hourly flat rate for the lost preparation period.~~

~~2. Additional Students: Teachers assigned students from other classes due to absent staff shall be paid at the hourly flat rate.~~

~~b. Attendance at Meetings: Any teacher required to attend meetings scheduled during their lunch or preparation period shall either be paid at their direct instruction rate of pay or provided with an alternative lunch or preparation time in the same week.~~

~~c. Licensed School Nurses: Licensed School nurses are included in the provisions herein and are entitled to a daily duty-free lunch period within the student day. Licensed School nurses will be reimbursed for lost duty-free~~

~~lunch time at their hourly flat rate.~~

2.3.6 **Open House/Marketing Events:**

Recognizing the need to engage our community and families fully, teachers shall participate in at least one (1) Open House and one (1) school marketing event program during each school year.

Such an activity is scheduled in addition to the regular workday. Time spent for both events shall not exceed four (4) hours total. If teachers are placed in hardship by such activities, arrangements may be made for alternative means of contributing ~~by~~ through mutual agreement with the principal.

2.3.7 **Family-Teacher Conferences:**

~~a. High Five and Kindergarten: The two student days prior to the arrival of high five and kindergarten students are available to be used for family contact.~~

b. **Kindergarten – 22:** Teachers shall participate in up to three (3) family-teacher conferences each school year.

1. Conferences shall be scheduled in addition to the regular workday, on days set forth by the District calendar.
2. Total time per school year spent outside of the duty day for purposes of conducting conferences shall not exceed eight (8) hours.
3. Scheduling of all family-teacher conference time on any other days than the conference days set forth by the District calendar shall require a majority vote of the teachers prior to the start of the student school year.

2.3.8 **Half-Day Program** Family ~~Parent~~**-Teacher Conference**s ~~Time~~**:** Annual conference time for high five, preschool, and half-day program teachers shall be provided in the following manner:

a. Teachers of two (2) sections of half-day program classes shall be provided with four (4) days for ~~parent~~ family conferences**:** three (3) days shall be the same release times as allocated to all other elementary classroom teachers, and one (1) additional day of reserve teacher time shall be provided.

Teachers of one (1) section of half-day program class shall be provided two (2) days for ~~parent~~ family conferences: one and one half (1½) days shall be the same as the release time allocated to all other classroom teachers, and one-half (½) additional day of reserve teacher time shall be provided.

District Proposal Three
Length of the School Year and Collaborative Review

Length of the School Year:

2.4.1 Teacher Duty Days:

~~a.~~ The teacher duty year shall be made up of 185 paid duty days and six (6) paid holidays, for a total of 191 duty days.

b. **Start of School:** As part of the regular Teacher work year as defined in 2.4.1.a, Teachers shall have two and one-half consecutive days set aside at the start of the school year. These days shall be uninterrupted to allow teachers to prepare and collaborate for the upcoming year. There shall be no meetings, staff development, or any other required meetings on these days.

c. **Start of School - Early Childhood and Kindergarten:** Early Childhood and Kindergarten teachers shall have the two days prior to the arrival of high five and kindergarten at the start of the school year to allow teachers time to make contact with families. No administrator-directed meetings shall be held on these days, except for one (1) meeting of no more than thirty (30) minutes.

d. MEA Conference – Flex Day: Teachers shall have the option to have an additional uninterrupted duty day at the start of the school year by flexing the MEA Conference day (i.e., third Thursday) in October. Teachers who choose to flex this day for an additional duty day at the start of the year shall have the MEA Conference day in October as a non-duty day. If a teacher chooses not to flex the MEA Conference day, that day in October will be a duty day. This day shall consist of any of the following activities per choice by the individual professional:

1. Attendance at the MEA Conference.
2. Optional staff development offered by the site or the District that is also offered at other times during the year.
3. Optional collaboration time with fellow teachers and related service professionals that is collectively determined by those professionals.
4. Any other work at the site that the teacher/related service professional deems necessary.

2.4.2 Holidays:

a. Holidays: Teachers shall not be required to work but shall be paid for up to six (6) holidays authorized by the Board of Education during the regular school year. These holidays shall be Labor Day, Thanksgiving, the day after Thanksgiving, Martin Luther King Jr. Day, President's Day, and Memorial Day, provided the teacher is in a paid status the regularly scheduled workday before and after the holiday. ~~Teachers working the regularly scheduled workday before and the regularly scheduled work day after Independence Day shall be paid for this holiday. Teachers shall be on duty on those legal holidays on which the Board is authorized to conduct school per M.S. 120A.42 and as indicated on the school calendar~~.

~~Teachers who work beyond the standard 191-day duty year shall not be required to work, but shall be paid for Juneteenth and/or Independence Day, provided they work the business days before and after the day on which the holiday is observed.~~

b. Release Time – Part Time Teachers: Paid holidays are a negotiated benefit for teachers and teachers are entitled to benefits at least proportional to the FTE. Therefore, teachers not regularly scheduled to work on a paid holiday shall be released the amount of hours proportional to their FTE at another time which creates the least detrimental impact to instruction. Such rescheduling shall be done by mutual agreement with the principal/supervisor at the beginning of the school year. Release time is based upon an eight (8.0) hour duty day as defined in this Agreement. ~~Holidays, Part-Time Teachers: Part-time teachers shall be compensated only for holidays on which they would otherwise be regularly scheduled to work, in proportion to the number of hours they are assigned on those days.~~

c. **~~Regular Assignment of 47.6 Weeks or~~** ~~Longer. Teachers whose regular assignment is 47.6 weeks or longer shall be paid for holidays (similar to those approved for other 12-month licensed employees) as determined by the Board of Education.~~ **Holidays, Extended School Year:** Teachers working the ~~regularly scheduled~~ work day immediately before and the ~~regularly scheduled~~ work day immediately after Juneteenth and/or Independence Day shall be paid for those ~~is~~ respective holiday(s).

d. **Conduct of Schools on Certain Holidays**: Teachers shall be on duty on those legal holidays on which the Board is authorized to conduct school per M.S. 120A.42 and as indicated on the school calendar.

2.4.3 Emergency Closings: In the event of a student day or teacher duty day lost due to an emergency, teachers shall perform duties on that day, or with prior consultation with the Minneapolis Federation of Educators, ~~or other~~ another such day in lieu thereof. ~~as the Board of Education or its designated representative shall determine if any, with prior consultation with the Minneapolis Federation of Teachers. For specifics, teachers should refer to the district guidelines/policy.~~

2.4.4 Work Year for Counselors: The work year for ~~elementary counselors shall be five (5) days before the beginning of the school year and five (5) days at the end of the school year. The work year for secondary~~ counselors shall be ten (10) duty days before the beginning of the standard duty ~~school~~ year for teachers and ten (10) duty days following the close of the standard duty ~~school~~ year for teachers. ~~If a counselor works concurrent assignments at both the elementary and secondary levels, their work year shall be the length of the secondary counselor's year.~~ Counselors shall ~~will~~ be paid at their regular rate of pay extended for this additional duty time.

2.4.5 Work Year for School Social Workers: The work year for School Social Workers who are assigned 0.5 FTE ~~time~~ or more shall be ~~five (5)~~ **six (6)** duty days in addition to the standard duty ~~school~~ year for teachers. School Social Workers will be paid at their regular rate of pay extended for this additional duty time.

2.4.6 Work Year for Library Media Specialists, Peer Collaboration: Library Media Specialists shall be allowed, at the discretion of the Library Media Specialist, up to four (4) duty days in addition to the standard duty ~~school~~ year for teachers ~~to be used at the discretion of the Library Media Specialist~~ for media center maintenance and management. These additional duty days shall ~~will~~ be paid at the Library Media Specialist's regular rate of pay extended. ~~Library Media specialists who are assigned to more than one (1) building shall not be allowed more than four (4) duty days in addition to the school year for teachers.~~

Library Media Specialists are allowed to use up to three (3) Staff Development/Professional Development days per year to collaborate with pre-K-

12 job alike peers at the same time, when feasible, on reading, research, information technology, curriculum development standards, or other critical topics.

2.4.7 Licensed School Nurses (LSN): Effective July 1, 1994, terms and conditions of employment for Licensed School Nurses hired before July 1, 1992 shall be governed exclusively by the collective bargaining agreement. The seniority date of the Licensed School Nurses hired prior to July 1, 1992 shall be based on the certification date as provided by the Civil Service Commission. Nurses shall retain the pension plan in which currently enrolled as allowed by the rules of the pension plans.

2.4.8 **Work Year for Licensed School Nurses~~, Peer collaboration~~:** ~~Effective June 1, 2016,~~ The work year for Licensed School Nurses shall be three (3) duty days before the beginning of the school year for teachers and three (3) duty days following the close of the school year for teachers. Licensed School Nurses shall ~~will~~ be paid at their regular rate of pay extended for this additional duty time. Licensed School Nurses will be allowed two (2) hours a month choose their own professional development.

2.4.9 Reimbursement for District-Required Training Expenses for Nurses

a. CPR: The District will provide reimbursement of up to $60 for Licensed School Nurses for the purpose of renewing District-required CPR certifications. Reimbursement requires a receipt and proof of attendance and shall follow standard District reimbursement procedures.
b. First Aid: The District will provide reimbursement of up to $50 for Licensed School Nurses for the purpose of renewing District-required first aid certifications. Reimbursement requires a receipt and proof of attendance and shall follow standard District reimbursement procedures.

2.4.10 Peer Collaboration Day: Art, Dance, Theater, Music (Instrumental, General, and Choral), and Physical Education teachers shall be allowed a minimum of one (1) Staff Development Professional Development day per year to collaborate with role-specific peers listed above at the same time on curriculum development, standards, or other critical topics.

The above will be contingent upon the availability of a Reserve Teacher to cover the Teacher's classroom, if needed.

District Proposal Four and Eleven
Reordering

MEMORANDUM OF AGREEMENT
Between
Minneapolis Public Schools (MPS)
And
Minneapolis Federation of Educators (MFE)

This Memorandum of Agreement ("MOA") is entered into by and between Minneapolis Public Schools ("District") and the Minneapolis Federation of Educators, Local 59 - Birth to 22 chapter ("Union"), collectively referred to as "the Parties."

WHEREAS, the District and Union agree that it will require considerable time and care to examine and recommend revisions to certain articles (see below for specifics) of the current Collective Bargaining Agreement (CBA).

NOW, THEREFORE, BE IT RESOLVED:

1. The District and Union shall convene a joint Labor-Management Task Force tasked with collaboratively recommending revisions to the following articles:
    a. Article 2: Teacher Assignments
    b. Article 15: Transfer, Reassignment, and Recall

2. **Composition:** The committee shall be composed of an equal number of representatives, not to exceed four (4) representatives per Party, appointed by the Employer and the Union and shall be co-chaired by a Union and an Employer representative. All MPS representatives shall be assigned by the District. All teacher representatives shall be appointed by MFE.
    a. **Participation of Subject Matter Experts:** By mutual agreement, the committee may invite subject matter experts to provide input or clarification on specific topics. Such individuals shall not serve as voting members of the committee.
    b. **Meeting Schedule:** The committee shall convene its first meeting within thirty (30) calendar days of ratification of this MOA. Thereafter, the committee shall meet at least once per month during the school year, unless mutually agreed otherwise.
    c. **Decision-Making:** Recommendations of the committee shall be made by consensus whenever possible. In the absence of consensus, areas of disagreement shall be clearly documented for further discussion between the Parties' lead negotiators.

3. **Additional Agreement Regarding Article 15 15**
    a. The Parties agree that, minimally, as it relates to Article 15, the following provisions shall apply:
        - **Rounds of Interview and Select:** There shall be two (2) Interview and Select (I&S) transfer rounds.
        - **Posting Period:** Positions shall be posted for five (5) calendar days

during each round of Interview and Select. Postings shall close at 5:00 p.m. on the fifth calendar day.

- **Offers:** All offers resulting from Interview and Select shall be held until the designated, scheduled, and communicated date and time. At that time, Human Resources will email the top-ranked candidate to inform them of their job offer. Upon notification, teachers will have until 5:00 p.m. the following business day but no fewer than twenty-four (24) hours to accept or decline the position through the online posting system. If an offer is declined or not responded to within this timeframe, the offer will be extended to the next highest-ranked candidate, if any, and this process will continue until the position is filled or no additional ranked candidates remain. Failure to respond within the prescribed timeframe or via the online posting system will be considered a declination.
- Positions filled after second semester shall be considered permanently filled.

4. **Implementation of Agreed Revisions:** Revisions that are agreed upon will be captured in a separate Memorandum of Agreement (MOA) for inclusion in the 2027–29 CBA.

BE IT FURTHER RESOLVED, to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2025-2027 Collective Bargaining Agreement between the District and the Union, it shall not set precedent nor form the basis of any grievance that may be filed concerning any alleged violation of the contract.

This Memorandum of Agreement shall expire on June 30, 2027.

District Proposal Seven

Wellness Incentive Programs

9.1 Wellness Incentive Programs

The District and the Union support and encourage teachers to maintain their physical and mental wellbeing. Healthy teachers are essential to the District and Union's shared interest that all students learn.

9.1.1 **Fitness Incentive Reimbursement:** To promote and enhance employee health and wellness, and reduce the use of sick leave, the District shall offer teachers the opportunity to convert sick leave into a reimbursement for wellness-related expenses according to the following terms.

a. **Definition of Benefit.** Teachers will be eligible to cash in one (1) day of sick leave, calculated at the daily rate of pay at the time the teacher requests reimbursement, to reimburse for the costs of eligible wellness-related expenses. To qualify for the wellness incentive, teachers must have a sick leave balance based on the following table, as of June 30th each year:

Years of Service	**Sick Leave Balance**
0 – 1 year	40 hours (5 days)
2 years	80 hours (10 days)
3 years	120 hours (15 days)
4 years	160 hours (20 days)
5 years	200 hours (25 days)
6-10 years	360 hours (45 days)
11-15 years	560 hours (70 days)
16-20 years	760 hours (95 days)
21+ years	840 hours (105 days)

b. **Eligible Expenses for Reimbursement.** The following wellness-related expenses are eligible for reimbursement by cashing in one (1) sick leave day:

1. Health club memberships (single, dual, or family) provided the teacher is included in the membership. Reimbursement would be made at the end of the fiscal year when the membership was active.
2. Exercise equipment, new or used, including but not limited to outdoor or stationary bicycles, snow shoes and bindings, treadmills, stair climbers, rowing machines, skiing machines, home gym equipment,

hockey/ice skates, personal trainers, skis (including poles, mountings and bindings,) sales tax on equipment, weights, exercise balls, inline skates, protective gear, etc.

3. Exercise classes.

4. Behavior modification programs (e.g. smoking, diet, etc.)

c. **Expenses Not Eligible for Reimbursement.** Any item not listed in paragraph b above shall not be eligible for reimbursement. In addition, the following items are not eligible for reimbursement:

1. Club memberships of a primarily recreational nature such as country clubs, golf or tennis memberships.
2. Accessory items such as clothing, book holders, water bottles, etc.
3. Shipping and delivery charges.
4. Entrance fees, court fees, greens fees, lift tickets, license fees, permit costs, towel fees, tanning fees, locker fees, etc.
5. Recreational activities and lessons such as dancing, bowling, horseback riding, whirlpools, saunas, and massage therapy.

d. **Processing Reimbursements.** The following procedure will be used to process claims for reimbursement.

1. The wellness incentive is a reimbursement program. Employees incur expenses and submit claims to the Benefits division of HR Operations.
2. Claims for reimbursement cannot be for less than the equivalent of one (1) sick leave day.
3. Teachers will be reimbursed for expenses incurred July 1st through June 30th each year. Sick leave days that are used for reimbursement will be subtracted from the teacher's sick leave balance.
4. Days that are reimbursed cannot be used for sick leave.
5. Teachers must be active on the payroll at the time reimbursable expenses were incurred.
6. Documentation for the reimbursable expense must be dated, show the teacher as the purchaser, and clearly show what was purchased. The expense must be made by the teacher for the teacher's personal use. A paid receipt, charge slip, cancelled check, or health club statement showing the credit are all allowable. Copies of such documentation are acceptable.
7. Cashed in sick leave days as part of this reimbursement program are taxable income. As such, they are subject to state and federal withholding as well as standard Social Security and Medicare taxes.

8. Reimbursements will be for a full day only.

9.1.2 Wellness Pay (Sick Leave Severance)

a. **Program Description:** Teachers who are eligible to retire shall have up to fifty (50) percent of their unused sick leave at their current Direct Instruction rate of pay contributed to a Minnesota State Retirement System (MSRS) Post Retirement Health Care Savings Account following the end of the school year during which they retired. The following shall apply:

1. Teachers must be eligible to retire under the Teachers Retirement Association (TRA) at the time of separation from the Minneapolis Public Schools;
2. Teachers must be at least fifty-five (55) years of age or credited with thirty (30) years of service by the Teachers Retirement Association, or otherwise eligible for retirement as determined in consultation with the Teachers Retirement Association (TRA, 651-296-2409);
3. Any sick leave previously converted (i.e., through Career Transition Trust) shall be deducted from the final contribution in accordance with the Wellness formula (See formula and example calculations shown below):
4. Severance Pay Formula: Payroll uses the following agreed upon formula for calculating severance pay at retirement:

   Step 1: Calculate the total number of your unused wellness (sick leave) hours at your Direct Instruction rate of pay at retirement (including any previously converted days under Career Transition Trust);
   Step 2: Divide this dollar amount by 2 (Severance is paid at 50% of current pay rate),
   Step 3: The balance is paid less any previously contributed dollars through Career Transition Trust.

b. **Exception to Payment to Health Care Plan:** If a retiring employee meets the criteria of exemption from the Post-Retirement Health Care Savings Plan (HCSP) according to Minnesota State Retirement System (MSRS) guidelines, the severance payment shall be placed into a 403(b)/457 account of the retiring employee's choice of the allowed District vendors. The decision regarding whether a retiree is exempt from the HCSP is solely determined by MSRS and shall not be grievable under the CBA grievance process. A request for exemption must be made prior to retirement.

C. Calculation Examples:

Wellness Calculation - Example 1:

a. A teacher's paycheck shows five hundred sixty-eight (568) unused sick leave hours.
b. The teacher converted eighty (80) hours to $3,275.20 for Career Transition Trust through their retirement date.
c. The teacher's Direct Instruction rate of pay based on their step and lane in the salary schedule at 1.0 FTE, number of duty days per Article 2.5.1, and contractual hours per day at retirement is $47.16/hr.

d.	568.0	Balance of unused sick leave hours
e.	+ 80.0	Plus Career Transition Trust hours used through retirement date
f.	648.0	Total sick leave hours (568 + 80)
g.	324.0	Divide by 2 to equal 50% of unused sick leave hours (648/2)
h.	$47.16	Times Direct Instruction rate of pay at retirement
i.	$15,279.84	Multiply 50% of unused sick leave by Direct Instruction rate of pay (324 x $47.16)
j.	(3,275.20)	Subtract Career Transition Trust dollars paid through retirement date
k.	**$12,004.64**	**Total wellness amount**

Wellness Calculation - Example 2:

a. A teacher's paycheck shows 470.4 unused sick leave hours.
b. The teacher converted 456 sick leave hours to $19,140.38 for Career Transition Trust through retirement date.
c. The teacher's daily Direct Instruction rate of pay based on their step and lane in the salary schedule at 1.0 FTE, number of duty days, per Article 2.5.1, and contractual hours per day at retirement is $47.16/hr.

d.	470.4	Balance of unused sick leave hours
e.	+456	Plus Career Transition Trust hours used through retirement date
f.	926.4	Total sick leave hours (470.4 + 456)
g.	463.2	Divide by 2 to equal 50% of unused sick leave hours (926.4/2)
h.	47.16	Times Direct Instruction rate of pay at retirement
i.	$21,844.51	Multiply 50% of unused sick leave hours by Direct Instruction rate of pay 463.2 x $47.16)
j.	(19,140.38)	Subtract Career Transition Trust dollars paid through retirement date
k.	**$2,704.13**	**Total wellness amount**

9.1.3 Survivor Benefits Under the Career Transition Trust Plan and Wellness Plan:

a. For purposes of disbursing Career Transition Trust and/or Wellness funds, a named beneficiary may include a named beneficiary designated under:
    1. the Basic life insurance coverage in Article 9.6.1;
    2. a Deferred compensation account(s) which received disbursements of Career Transition Trust or matching funds;
    3. a Minnesota State Retirement System (MSRS) account, if established; and/or,
    4. a Teacher's Retirement Association account.

b. The Career Transition Trust account shall be disbursed to the teacher's named beneficiary on the deferred compensation Plan, or the teacher's estate.
c. Wellness pay shall be disbursed to the teacher's named beneficiary or estate, provided that the teacher is fifty-five (55) years of age, was credited with thirty (30) years of service, or was otherwise eligible to retire under the Teachers Retirement Association, subject to the following:
    1. In the event the teacher dies before her/his separation from the District, the teacher's wellness pay shall be disbursed to the teacher's named beneficiary or estate;
    2. In the event a teacher dies after separation, but before all or a portion of the wellness pay has been disbursed, the balance due shall be paid to the beneficiary named for the basic life insurance coverage in Article 9.6.4;
    3. Once wellness pay is deposited in a Minnesota State Retirement System account, beneficiaries of the deceased teacher's estate must submit a claim(s) to receive reimbursement for the balance remaining in the retiree's account. This provision is subject to IRS rulings, federal and/or state laws.

~~9.1.4 **Interim Pay.** The Superintendent will approve interim pay for teachers hired July 1, 1994 and thereafter who, on the first school day of the academic year at the end of which they retire, have ninety (90) days or more accrued sick leave and who notify the District before March 1 of their intent. Teachers who have ninety (90) days or more will receive five (5) days interim pay on the pay day following spring break. Teachers who have one hundred forty (140) or more accrued sick leave days will receive ten (10) days interim pay on the pay day following spring break. Teachers who have one hundred ninety (190) or more accrued sick leave days will receive fifteen (15) days interim pay divided equally between the two (2) pay days following spring break.~~

~~9.1.5 **Wellness Goals**~~

~~The District wellness goals will include, but are not limited to:~~

~~a. Maintain or improve the health of employees to meet the demands of students;~~
~~b. Reduce the cost of health care benefits through early detection and wellness strategies;~~
~~c. Demonstrate that the district is a quality employer that cares about the health and welfare of its employees;~~
~~d. Increase the information and understanding of employees about their own health risks and habits in order to make good lifestyle decisions;~~
~~e. Partner with health, dental, and mental health providers to support the district wellness efforts.~~
~~f. Provide promotional events and strategies to encourage, incent, and reward employee wellness awareness and participation;~~
~~g. District regular newsletter on wellness issues and activities to all union groups;~~
~~h. Encourage, develop, and support individual worksite wellness activities;~~
~~i. Develop and deliver health-related presentations and promotions at sites;~~
~~j. Continue to identify, train, and support key communicators at worksites;~~
~~k. Increase timely access to screening and prevention for employees at work sites.~~

9.2 Deduction for Education Fund:

An education fund payroll deduction is available. The purpose of the fund is to help teachers save for their children's college and/or their own continuing education. The District will provide the after-tax payroll deduction. Deductions may also be made to the Minnesota College Savings Plan, an after-tax IRS 529 plan. A 529 plan is an after-tax investment with no tax consequences on the gain as long as the money is used for education.

~~9.3 **Retirement:**~~

~~9.16.1 In general, eligibility for retirement is determined by the Teacher's Retirement Association (TRA):~~

~~a. Basic members are teachers hired before July 1, 1978.~~
~~b. Coordinated members are teachers hired after July 1, 1978.~~
~~c. Teachers hired before July 1, 1989 are covered by the rule of ninety (90), that is, years of service plus age is greater than or equal to ninety (90).~~
~~d. The combined service law permits the accrual of service outside the Minneapolis Public Schools.~~
e. ~~Any further questions may be answered by the TRA office (651-296-2409).~~

~~9.4 **Other Reimbursements and Insurance Benefits**~~

~~9.4.1 **Automobile Liability Insurance.** The teacher's individual insurance provides the coverage for transporting students in a teacher's personal automobile. School Social Workers and Early Childhood Family Education teachers providing proof of at least $300,000 automobile liability insurance coverage are entitled to be compensated $100 per school year for purposes of deferring the automobile insurance premium costs. Teachers providing proof of coverage who receive the insurance compensation are also subject to a check of their driving record.~~

9.4.2 **Mileage and Parking.** Mileage for use of personal automobiles for approved business shall be reimbursed at the prevailing Internal Revenue Service Rate. Where teachers must pay for parking during the regular duty day, the District shall waive or reimburse teachers for fees. Requests for reimbursement shall be submitted by the teacher within 60 days of incurred costs, and, in the case of parking, is contingent upon submission of receipts. All hourly-rate employees and reserve teachers shall also be covered by the reimbursement for parking fees or waiver thereof.

~~9.4.3 **Telephones:** Where individual classroom and office telephones are not yet available, a telephone (dedicated line) shall be maintained in each school building on the basis of need for the use of teachers and in locations convenient to teachers. A telephone so installed may be disconnected during the summer months in those schools not in session. Teachers shall reimburse the school for chargeable personal calls.~~

~~9.4.4 **Scholarship Fund.** The District and/or Achieve Minneapolis shall develop a scholarship fund that will help teachers with general education licenses pursue licensure in special education. Teachers who accept scholarship funds shall teach within the licensure area for three (3) out of five (5) years after obtaining full licensure. A teacher who is unable to fulfill this commitment shall pay back the District on a pro-rated basis depending on the amount of time spent working in Special Education after full licensure was obtained. The District and Union shall communicate special education scholarship/licensure opportunities.~~

District Proposal Nine
Professional Work Environment

12.5 Professional Work Environment

a. **General:** We are committed to developing a collaborative working relationship at all levels of the system during the life of this contract, and beyond. An effective working relationship is one in which the parties work together to do what is best for students.

b. **Professional Approach:** Developing and maintaining a collaborative relationship does not require anyone to give up their right to differ or their role. It requires each party to act as professional colleagues who share a common dedication to student achievement. Parties work together with mutual respect; clear and direct communication; a willingness to listen and understand; and a habit of checking out assumptions before reaching conclusions.

c. **Harassment - Definition**: General harassment is defined as conduct of a threatening, intimidating or pressuring nature directed towards an individual that is usually associated with, but not limited to subordinate relationships (in class or on the worksite), when the act:

1. has the purpose or effect of creating an intimidating, pressuring, hostile or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work; or
3. otherwise adversely affects an individual's employment opportunities; or
4. is perceived in such a way as to generate partially or totally disabling fear, doubt or pressure in an individual or group when the effect of such conduct has been brought to the attention of the perceived perpetrator.

d. Response: In the event that teachers believe they have been harassed and/or are having to work in a hostile environment associated with subordinate relationships, they should contact the Union office where it shall be determined if it is appropriate to initiate the following procedures:

1. If it is deemed warranted and the teacher or teachers so choose, a grievance procedure may be initiated at level II (Employer) on behalf of the teacher or teachers by implementing the bypass clause in Level I of the grievance procedure (see Article 13). If the teacher or teachers choose to use the contractual grievance procedures as herein indicated to seek remedy and/or redress for harassment, they shall agree to forgo the right to seek remedy and/or redress for the same conduct and/or events through any other outside agencies or through any other procedures within the District (Office of Equality and Civil Rights Complaint).
2. The grievance procedures may be followed through levels II (Employer), III (Mediation) and IV (Arbitration), or other settlements may be achieved through agreement among teacher or teachers, the Union and the District.
3. Issues involving staff/staff, staff/administrator, or citizen/staff shall be covered under the Conflict Resolution provision of this article. (Also see Article 13, Grievance Procedure.)

12.6 Conflict Resolution Process for Staff/Staff, Staff/Administrator, Staff/Citizen Issues

12.6.1 Procedures for Resolution of Staff Member Concern about Another Staff Member:

a. **Introductory Statements:**

1. **Climate of Respect and Support:** The Minneapolis Federation of Teachers and the Minneapolis Public Schools, Board of Education want to insure that every employee works in a climate of respect and support. Communication between staff members is an expectation of educators as professionals (see Ethical Guidelines in Article 5, Professional Development) of benefit to the students of the district while respecting the needs of all staff.
2. **Resolution:** To facilitate the achievement of that goal, the following procedures are established as the means to resolve concerns staff members have about another staff member's actions.
3. **Limitation:** This section applies to any concern other than alleged physical or sexual abuse by another staff member or sexual harassment, the reporting of which is governed by appropriate statute and School Board policy.
4. **Expectations:** It is intended that:
   - The process must address the concerns of staff as quickly and efficiently as possible while not interfering with the education of students nor the rights of due process for staff.
   - The process must support the resolution of issues at the building level, through informal and direct communication with all parties involved.
5. **Union Consultation:** It is understood that at any time staff members may consult with the Union office concerning resolution of concerns.
6. **Non-Retaliation:** In addition, teachers raising concerns shall not be subject to retaliation.

b. **Informal Resolution**

1. A staff member with a concern about another staff member contacts the other staff member about the concern. If resolution is not achieved, or if the staff member is unwilling to contact the other staff member, then -
2. The staff member talks to the principal/supervisor about the concern. The principal's/supervisor's role is to:
   - discuss with the staff member their concern;
   - identify the nature of the concern;
   - collect all pertinent facts;
   - outline the next steps in resolving the concern; and
   - establish a timeline for resolution.
3. If the staff member's concern is with an administrator, refer to the Joint Problem Solving Protocol, Section 12.6.2.
4. The principal/supervisor contacts the other staff member to provide feedback about the conversation. If a proposed resolution is developed, the staff member will contact the other staff member and attempt to resolve the concern.

5. If no resolution is reached after contacting the staff member, or if no proposed resolution can be developed, a meeting of both staff members and principal/supervisor is scheduled at the earliest convenient time to discuss the concern and resolution.
6. Staff members may call the Union office to discuss the process and procedures. The Union will provide information about the procedure, assist the staff person on clear and effective communication style, and encourage constructive resolution options.
7. A resolution meeting is held between the parties and the principal/supervisor to reach resolution to the concerns raised by the staff member.
    a) If a resolution is reached, a trusted or neutral party may be asked to reduce the agreement to writing if the parties both wish to have it done.
    b) If no resolution is reached and both members are interested in continuing to resolve their concerns without involving District personnel, then they may access a mediation program through Employee Assistance Program (EAP), available community mediation programs, or other free resources.
    c) If no resolution is reached for a staff/staff or a staff/administrator concern and both of the staff members want further discussions at the District level, then the process moves to Formal Resolution.

c. Formal Resolution

To be completed only if individuals are unable to reach an informal resolution and have both made a written request to use the Formal Resolution process.

1. The staff members involved are given the Staff Resolution Form to review (see end of this article). The Staff Resolution Form is sent to the Division of Human Resources.

    A Resolution Meeting is held to:

    a) identify and record the issues not resolved;

    b) record the efforts taken by all parties to resolve the concerns; and

    c) resolve concerns at building level.

    If the staff members desire, other parties may be invited to the meeting to provide assistance to resolve the concerns.

    The Division of Human Resources will facilitate conferences with all parties in an attempt to resolve the issues. If mutual resolution is not reached within thirty (30) calendar days upon receipt of the form, a written response will be made by the Division of Human Resources to all parties as the final resolution to the issues written on the Staff Resolution Form.
2. Once resolution is reached, one or both of the following methods must be used to record the resolution.
    a) Resolution Summary - a letter summarizing the concerns and resolution of the staff members. All parties receive copies (generally used during Steps 1-3 of procedure).

b) Letter of Agreement - written document that reports the resolution of concerns as a result of conference. All parties sign the agreement and each receives a copy.

3. If resolution cannot be reached, mediation may be requested by either party by petitioning the Minnesota Bureau of Mediation Services.

4. If resolution is reached as a result of mediation efforts, the settlement shall be reduced to writing and signed by all parties and the employer's representative at the conclusion of the meeting.

d. **Policy and Statutorial Statements:** It is understood that any concern that has been substantiated shall be dealt with in accordance with School Board Policy and provisions of the Teacher Tenure Act, MN Statute §122A.41. Information from a complaining citizen is protected by qualified privilege (teacher/student relationship) and is not subject to suit.

12.6.2 12.5.1 Joint Problem-Solving Protocol for Concerns between Principal and Teacher

a. **Introductory Statements:**

1. **Expectations:** It is the right and responsibility of the professionals in each building to work together to resolve conflicts. Therefore, in the interest of furthering a positive culture throughout the district, the parties agree to the following problem solving protocols when an interpersonal conflict and or professional practice concern arise between the Principal or Assistant Principal and MFT 59 member(s) occur(s). Through this process we hope to support a professional climate in each school, build stronger working relationships, and, as a result, reduce the number of due process meetings. We expect sites to engage in positive discourse and a joint resolution process:

b. **Process:**

Step 1: The teacher and principal will meet informally with the union steward to try and resolve the issue.

Step 2: When a resolution is not reached, a meeting between the Principal and/or Assistant Principal (s), the member(s), and the steward(s) will occur. This meeting will identify and record the issue(s) to be resolved. using the joint resolution form. (See 12.7).

Step 3: At this meeting, the parties will collaboratively develop in writing options/ solutions to the issue or conflict. The parties will develop a mutually agreeable timeline to implement the options/resolutions agreed upon and set a date for a follow up meeting within 20 duty days from the initial meeting. The Superintendent Associate and the Union Business Agent will be notified that the process has been initiated. The parties will convene a second follow up meeting within 20 days after the initial follow up meeting plan to make sure the jointly developed strategies are working.

Note: If after working through the process outlined above, there is still no consensus about or resolution to a conflict, the following step will be used:

Step 4: For non-contractual issues, Ifif a mutual agreement cannot be reached or the resolution is not working for either party, the parties will submit, within two weeks of the original follow up meeting, a report to the Associate

Superintendent or designee for a written review. A copy of the report should be sent to the MFT business agent at the same time. The Associate Superintendent may determine a climate and culture survey is necessary along with other appropriate measures. Before a final decision is made the Associate will consult with the Minneapolis Federation of Teachers. The Associate Superintendent will submit a written decision to all parties within 10 days of the step 4 submittal.

12.5.1 **Procedures for Resolution of Citizen/Parent Concern about a Staff Member:**

a. **Introductory Statements:**

1. **Expectations:** The Minneapolis Federation of Teachers and the Minneapolis Public Schools, Board of Education, want to insure that communication between parents/citizens and teachers is of benefit to the students of the District while respecting the needs of both parents and teachers. To facilitate the achievement of this goal, the following procedures are established as the means to resolve concerns parents or citizens have about a teacher's actions.
2. **Limitation:** This section applies to any concern other than alleged physical or sexual abuse of students or sexual harassment, the reporting of which is governed by appropriate statute and School Board policy. It is our intention that:
   a) The process must address the concerns of parents/citizens as quickly and efficiently as possible while not interfering with the education of students nor the rights of due process for teachers.
   b) The process must support the resolution of issues at the building level, through informal and direct communication with all parties involved.
3. **Union Consultation:** It is understood that at any time teachers may consult with the union office or parents with advocates concerning resolution of concerns.

b. Informal Resolution

1. The parent/citizen with a concern about a teacher contacts the teacher about the concern. If resolution is not achieved or if parent is unwilling to contact the teacher, then –
2. The parent/citizen talks to the principal about the concern. The principal's role is to a) discuss with the teacher; b) identify the nature of the concern; c) collect all pertinent facts; d) outline the next steps in resolving the concern; and e) establish a timeline for resolution.
3. The principal contacts the teacher to provide feedback to the teacher about the conversation and identifies the parent/citizen concern. If a proposed resolution can be developed by the teacher and the principal, the teacher and/or principal will contact the parent/citizen and attempt to resolve the concern.
4. If no resolution is reached after contacting the parent/citizen or if no proposed resolution can be developed, a meeting of the teacher, parent/citizen, and principal is scheduled at the earliest convenient time to discuss the concern and resolution.

5. If the teacher needs to consult, she/he should call the union office to discuss the issues. The union will provide information about the procedure, assist the teacher on clear and effective communication style and encourage constructive resolution options.

6. A resolution meeting is held with the teacher, parent/citizen and the principal to reach resolution to the concerns raised by the parent/citizen. If no resolution is reached and the parent/citizen wants further discussions at the District level, the process moves to Formal Resolution.

c. Formal Resolution

To be completed only if individuals are unable to reach an information resolution.

1. The parent/citizen is given the Parent/Citizen Resolution Form to review. A meeting is scheduled within 2 schools days to complete the form with concerned parties.

   Parent/Citizen Resolution Form meeting is held to:

   a) identify and record the issues not resolved;
   b) record the efforts taken by all parties to resolve the concerns; and
   c) resolve the concerns at building level.

   If the teacher or parent/citizen desire, other parties (union representatives, parent advocates) may be invited to the meeting to provide assistance to resolve the concerns. If no resolution is reached and the parent/citizen wishes assistance from a District office, then -

2. The Parent/Citizen Resolution Form is sent to the school's appropriate Associate Superintendent. The Associate Superintendent will conduct further fact finding and conferences with all parties in an attempt to resolve the issues. If mutual resolution is not reached within 30 calendar days upon receipt of the form, a written response will be made by the Associate Superintendent to all parties as the final resolution to the issues written on the Parent/Citizen Resolution Form.

3. Once resolution is reached, one or both of the following methods must be used to record the resolution.

   a) Resolution Summary - a letter summarizing the concerns and resolution of the parent/citizen. All parties receive copies. (Generally used during steps 1-3 of procedure).
   b) Letter of Agreement - written document that reports the resolution of concerns as a result of a conference. All parties sign the agreement and each receives a copy.

d. **Policy and Statutorial Statements:** It is understood that any concern that has been substantiated shall be dealt with in accordance with School Board policy and provisions of the Teacher Tenure Act, MN Statute §122A.41. Also the complaining citizen is protected by qualified privilege (teacher/student relationship) and is not subject to suit.

Description of Events Form for Staff/Staff Resolution Meeting - MPS

Your Name: _____ Date: _____

Please describe the events, behaviors or issues that lead to your concerns.

Staff Resolution Meeting Summary

1. What attempts were made to resolve the concerns of staff/staff by each party?

   Staff Person A:

   Staff Person B:

2. What issues remain to be resolved?

   Staff Person A:

   Staff Person B:

3. Outcome of meeting:

Description of Events Form for Parent/Citizen Meeting - MPS

Your Name: _____ Date: _____

Please answer one of the following for an explanation of your relationship to the school.

1. Are you a parent/guardian of child at the school of concern?

[ ] Yes [ ] No Relationship to School: _____

2. Are you a staff person at the school of concern?

[ ] Yes Position: _____ [ ] No

3. If you are not a parent or guardian or staff person, what is your relationship to the school?

Please briefly describe the events or issues that lead to your concerns.

Parent/Citizen Resolution Meeting Summary

(Attach "Description of Events Form")

1. What attempts were made to resolve the concerns of parent/citizen by each party?

Parent/Citizen:

School Personnel:

2. What issues remain to be resolved? (Document the following on extra pages if necessary)

Parent/Citizen View:

School Personnel View:

4. Outcome of meeting:

District Proposal Twelve
Selected MN Statute

Note: Replacing existing Section V with language below.

122A.41 TEACHER TENURE ACT; CITIES OF THE FIRST CLASS; DEFINITIONS.

Subdivision 1.Words, terms, and phrases. Unless the language or context clearly indicates that a different meaning is intended, the following words, terms, and phrases, for the purposes of the following subdivisions in this section shall be defined as follows:

(a) Teachers. The term "teacher" includes every person regularly employed, as a principal, or to give instruction in a classroom, or to superintend or supervise classroom instruction, or as placement teacher and visiting teacher. Persons regularly employed as counselors and school librarians shall be covered by these sections as teachers if licensed as teachers or as school librarians.

(b) School board. The term "school board" includes a majority in membership of any and all boards or official bodies having the care, management, or control over public schools.

(c) Demote. The word "demote" means to reduce the compensation a person actually receives in the new position.

(d) Nonprovisional license. For purposes of this section, "nonprovisional license" shall mean an entrance, continuing, or life license.

Subd. 2.Probationary period; discharge or demotion. (a) The first three consecutive years of a teacher's first teaching experience in Minnesota in a single district are deemed to be a probationary period of employment, and the probationary period in each district in which the teacher is thereafter employed shall be one year. The school site management team or the school board if there is no school site management team, shall adopt a plan for a written evaluation of teachers during the probationary period according to subdivisions 3 and 5. Evaluation by the peer review committee charged with evaluating probationary teachers under subdivision 3 shall occur at least three times periodically throughout each school year for a teacher performing services during that school year; the first evaluation must occur within the first 90 days of teaching service. Days devoted to parent-teacher conferences, teachers' workshops, and other staff development opportunities and days on which a teacher is absent from school shall not be included in determining the number of school days on which a teacher performs services. The school board may, during such probationary period, discharge or demote a teacher for any of the causes as specified in this code. A written statement of the cause of such discharge or demotion shall be given to the teacher by the school board at least 30 days before such removal or demotion shall become effective, and the teacher so notified shall have no right of appeal therefrom.

(b) A probationary teacher whose first three years of consecutive employment are interrupted for active military service and who promptly resumes teaching consistent with federal reemployment timelines for uniformed service personnel under United States Code, title 38, section 4312(e), is considered to have a consecutive teaching experience for purposes of paragraph (a).

(c) A probationary teacher whose first three years of consecutive employment are interrupted for maternity, paternity, or medical leave and who resumes teaching within 12 months of when the leave began is considered to have a consecutive teaching experience for purposes of paragraph (a) if the probationary teacher completes a combined total of three years of teaching service immediately before and after the leave.

(d) A probationary teacher must complete at least 90 days of teaching service each year during the probationary period. Days devoted to parent-teacher conferences, teachers' workshops, and other staff development opportunities and days on which a teacher is absent from school do not count as days of teaching service under this paragraph.

(e) Notwithstanding any law to the contrary, a teacher who has taught for three consecutive years in a single school district or single charter school in Minnesota or another state must serve a probationary period of no longer than one year in a Minnesota school district.

Subd. 3.Mentoring for probationary teachers. A board and an exclusive representative of the teachers in the district must develop a probationary teacher peer review process through joint agreement that is consistent with subdivision 5. The process may include having trained observers serve as mentors or coaches or having teachers participate in professional learning communities.

Subd. 4.Period of service after probationary period; discharge or demotion. (a) After the completion of such probationary period, without discharge, such teachers as are thereupon reemployed shall continue in service and hold their respective position during good behavior and efficient and competent service and must not be discharged or demoted except for cause after a hearing. The terms and conditions of a teacher's employment contract, including salary and salary increases, must be based either on the length of the school year or an extended school calendar under section 120A.415.

(b) A probationary teacher is deemed to have been reemployed for the ensuing school year, unless the school board in charge of such school gave such teacher notice in writing before July 1 of the termination of such employment.

(c) A teacher electing to have an employment contract based on the extended school calendar under section 120A.415 must participate in staff development training under subdivision 4a and shall receive an increased base salary.

Subd. 4a.Additional staff development and salary. (a) A teacher electing to have a continuing contract based on the extended school calendar under section 120A.415 must participate in a total number of staff development days where the total number of such days equals the difference between the total number of days of student instruction and 240 days. Staff development includes peer mentoring, peer gathering, continuing education, professional development, or other training. A school board may schedule such days throughout the calendar year. Staff development programs provided during such days shall enable teachers to achieve the staff development outcomes under section 122A.60, subdivision 3.

(b) A public employer and the exclusive representative of the teachers must include terms in the collective bargaining agreement for all teachers who participate in additional staff development days under paragraph (a) that increase base salaries.

Subd. 5.Development, evaluation, and peer coaching for continuing contract teachers. (a) To improve student learning and success, a school board and an exclusive representative of the teachers in the district, consistent with paragraph (b), may develop an annual teacher evaluation and peer review process for probationary and nonprobationary teachers through joint agreement. If a school board and the exclusive representative of the teachers in the district do not agree to an annual teacher evaluation and peer review process, then the school board and the exclusive representative of the teachers must implement the state teacher evaluation plan developed under paragraph (c). The process must include having trained observers serve as peer coaches or having teachers participate in professional learning communities, consistent with paragraph (b).

(b) To develop, improve, and support qualified teachers and effective teaching practices and improve student learning and success, and provide all enrolled students in a district or school with improved and equitable access to more effective and diverse teachers, the annual evaluation process for teachers:

(1) must, for probationary teachers, provide for all evaluations required under subdivision 2;

(2) must establish a three-year professional review cycle for each teacher that includes an individual growth and development plan, a peer review process, and at least one summative evaluation performed by a qualified and trained evaluator such as a school administrator;

(3) must include a rubric of performance standards for teacher practice that: (i) is based on the standards of effective practice in Minnesota Rules, part 8710.2000; (ii) includes culturally responsive methodologies; and (iii) provides common descriptions of effectiveness using at least three levels of performance;

(4) must coordinate staff development activities under sections 122A.60 and 122A.61 with this evaluation process and teachers' evaluation outcomes;

(5) may provide time during the school day and school year for peer coaching and teacher collaboration;

(6) may include job-embedded learning opportunities such as professional learning communities;

(7) may include mentoring and induction programs for teachers, including teachers who are members of populations underrepresented among the licensed teachers in the district or school and who reflect the diversity of students under section 120B.35, subdivision 3, paragraph (b), clause (2), who are enrolled in the district or school;

(8) must include an option for teachers to develop and present a portfolio demonstrating evidence of reflection and professional growth, consistent with section 122A.187, subdivision 3, and include teachers' own performance assessment based on student work samples and examples of teachers' work, which may include video among other activities for the summative evaluation;

(9) must use data from valid and reliable assessments aligned to state and local academic standards and must use state and local measures of student growth and literacy that may include value-added models or student learning goals to determine 35 percent of teacher evaluation results;

(10) must use longitudinal data on student engagement and connection and other student outcome measures explicitly aligned with the elements of curriculum for which teachers are responsible, including academic literacy, oral academic language, and achievement of English learners;

(11) must require qualified and trained evaluators such as school administrators to perform summative evaluations and ensure school districts and charter schools provide for effective evaluator training specific to teacher development and evaluation;

(12) must give teachers not meeting professional teaching standards under clauses (3) to (11) support to improve through a teacher improvement process that includes established goals and timelines; and

(13) must discipline a teacher for not making adequate progress in the teacher improvement process under clause (12) that may include a last chance warning, termination, discharge, nonrenewal, transfer to a different position, a leave of absence, or other discipline a school administrator determines is appropriate.

Data on individual teachers generated under this subdivision are personnel data under section 13.43. The observation and interview notes of peer coaches may only be disclosed to other school officials with the consent of the teacher being coached.

(c) The department, in consultation with parents who may represent parent organizations and teacher and administrator representatives appointed by their

respective organizations, representing the Professional Educator Licensing and Standards Board, the Minnesota Association of School Administrators, the Minnesota School Boards Association, the Minnesota Elementary and Secondary Principals Associations, Education Minnesota, and representatives of the Minnesota Assessment Group, the Minnesota Business Partnership, the Minnesota Chamber of Commerce, and Minnesota postsecondary institutions with research expertise in teacher evaluation, must create and publish a teacher evaluation process that complies with the requirements in paragraph (b) and applies to all teachers under this section and section 122A.40 for whom no agreement exists under paragraph (a) for an annual teacher evaluation and peer review process. The teacher evaluation process created under this subdivision does not create additional due process rights for probationary teachers under subdivision 2.

(d) Consistent with the measures of teacher effectiveness under this subdivision:

(1) for students in kindergarten through grade 4, a school administrator must not place or approve the placement of a student in the classroom of a teacher who is in the improvement process referenced in paragraph (b), clause (12), or has not had a summative evaluation if, in the prior year, that student was in the classroom of a teacher who received discipline pursuant to paragraph (b), clause (13), unless no other teacher at the school teaches that grade; and

(2) for students in grades 5 through 12, a school administrator must not place or approve the placement of a student in the classroom of a teacher who is in the improvement process referenced in paragraph (b), clause (12), or has not had a summative evaluation if, in the prior year, that student was in the classroom of a teacher who received discipline pursuant to paragraph (b), clause (13), unless no other teacher at the school teaches that subject area and grade.

All data created and used under this paragraph retains its classification under chapter 13.

[See Note.]

Subd. 5a.Probationary period for principals hired internally. A board and the exclusive representative of the school principals in the district may negotiate a plan for a probationary period of up to two school years for licensed teachers employed by the board who are subsequently employed by the board as a licensed school principal or assistant principal and an additional probationary period of up to two years for licensed assistant principals employed by the board who are subsequently employed by the board as a licensed school principal.

Subd. 6.Grounds for discharge or demotion. (a) Except as otherwise provided in paragraph (b), causes for the discharge or demotion of a teacher either during or after the probationary period must be:

(1) immoral character, conduct unbecoming a teacher, or insubordination;

(2) failure without justifiable cause to teach without first securing the written release of the school board having the care, management, or control of the school in which the teacher is employed;

(3) inefficiency in teaching or in the management of a school, consistent with subdivision 5, paragraph (b);

(4) affliction with a communicable disease must be considered as cause for removal or suspension while the teacher is suffering from such disability; or

(5) discontinuance of position or lack of pupils.

For purposes of this paragraph, conduct unbecoming a teacher includes an unfair discriminatory practice described in section 363A.13.

(b) A probationary or continuing-contract teacher must be discharged immediately upon receipt of notice under section 122A.20, subdivision 1, paragraph (b), that the teacher's license has been revoked due to a conviction for child abuse, as defined in section 609.185; sex trafficking in the first degree under section 609.322, subdivision 1; sex trafficking in the second degree under section 609.322, subdivision 1a; engaging in hiring or agreeing to hire a minor to engage in prostitution under section 609.324, subdivision 1; sexual abuse under section 609.342, 609.343, 609.344, 609.345, 609.3451, subdivision 3, or 617.23, subdivision 3; solicitation of children to engage in sexual conduct or communication of sexually explicit materials to children under section 609.352; interference with privacy under section 609.746 or harassment or stalking under section 609.749 and the victim was a minor; using minors in a sexual performance under section 617.246; possessing pornographic works involving a minor under section 617.247; or any other offense not listed in this paragraph that requires the person to register as a predatory offender under section 243.166, or a crime under a similar law of another state or the United States.

(c) When a teacher is discharged under paragraph (b) or when the commissioner makes a final determination of child maltreatment involving a teacher under section 260E.35, subdivision 5, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under section 13.41, subdivision 5, and must provide the Professional Educator Licensing and Standards Board and the licensing division at the department with the necessary and relevant information to enable the Professional Educator Licensing and Standards Board and the department's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. Information received by the Professional Educator Licensing and Standards Board or the licensing division at the department under this paragraph is governed by section 13.41 or other applicable law governing data of the receiving entity. In addition to the background check required under section 123B.03, a school board or other school hiring authority must contact the Professional Educator Licensing and Standards Board and the department to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations identified in this paragraph. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement,

the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher employee or contractor of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

Subd. 7.Hearing of charges against teacher. The charges against a teacher must be in writing and signed by the person making the same and then filed with the secretary or clerk of the school board having charge of the school in which the teacher is employed. Before the school board discharges or demotes a teacher, the board must notify the teacher in writing and state in reasonable detail its grounds for the proposed discharge or demotion, together with a statement that the teacher may request in writing within ten days after receiving the notice a hearing before the board. The board may have the notice served personally or may send it by certified mail addressed to the teacher at the teacher's last known post office address. The teacher, under subdivision 13, also may elect a hearing before an arbitrator instead of the school board. Within ten days after receiving the notice the teacher may request in writing a hearing before the board or an arbitrator and it shall be granted. The teacher must be given reasonable notice of the time and place of the hearing before final action is taken. A teacher who fails to request a hearing within ten days is considered to acquiesce in the board's action. If the charge is made by a person not connected with the school system the charge may be disregarded by the school board. If the grounds are those specified in subdivision 6, clause (1), (2), (3), or (4), the notice must also state a teacher may request arbitration under subdivision 13. At the hearing, the school board or arbitrator shall hear all evidence that may be adduced in support of the charges and for the teacher's defense to the charges. Either party has the right to have a written record of the hearing at the expense of the board and to have witnesses subpoenaed and all witnesses so subpoenaed must be examined under oath. Any member of the school board conducting such a hearing has authority to issue subpoenas and to administer oaths to witnesses.

Subd. 8.Counsel; examination of witnesses. Each party appearing before the school board has the right to be represented by counsel, and such counsel may examine and cross-examine witnesses and present arguments.

Subd. 9.Hearings. All hearings before the school board must be private or may be public at the decision of the teacher against whom such charges have been filed.

Subd. 10.Decision, when rendered. The hearing must be concluded and a decision in writing, stating the grounds on which it is based, rendered within 25 days after giving of such notice. Where the hearing is before a school board the teacher may be discharged or demoted upon the affirmative vote of a majority of the members of the board. If the charges, or any of such, are found to be true, the board conducting the hearing must discharge, demote, or suspend the teacher, as seems to be for the best interest of the school. A teacher must not be discharged for either of the causes specified in

subdivision 6, clause (3), except during the school year, and then only upon charges filed at least four months before the close of the school sessions of such school year.

Subd. 11.Charges expunged from records. In all cases where the final decision is in favor of the teacher the charge or charges must be physically expunged from the records.

Subd. 12.Suspension pending hearing; salary. After charges are filed against a teacher, the school board may suspend the teacher from regular duty. If the teacher is suspended or removed after the final decision, the board may in its discretion determine the teacher's salary or compensation as of the time of filing the charges. If the final decision is favorable to the teacher, the board must not abate the teacher's salary or compensation.

Subd. 13.Hearing and determination by arbitrator. A teacher against whom charges have been filed alleging any cause for discharge or demotion specified in subdivision 6, clause (1), (2), (3), or (4), may elect a hearing before an arbitrator instead of the school board. The hearing is governed by this subdivision.

(a) The teacher must make a written request for a hearing before an arbitrator within ten days after receiving a written notice of the filing of charges required by subdivision 7. Failure to request a hearing before an arbitrator during this period is considered acquiescence to the board's action.

(b) If the teacher and the school board are unable to mutually agree on an arbitrator, the board must request from the Bureau of Mediation Services a list of five persons to serve as an arbitrator. If the teacher and the school board are unable to mutually agree on an arbitrator from the list provided, the parties shall alternately strike names from the list until the name of one arbitrator remains. The person remaining after the striking procedure must be the arbitrator. If the parties are unable to agree on who shall strike the first name, the question must be decided by a flip of a coin. The teacher and the board must share equally the costs and fees of the arbitrator.

(c) The arbitrator shall determine, by a preponderance of the evidence, whether the causes specified in subdivision 6, clause (1), (2), (3), or (4), exist to support the proposed discharge or demotion. A lesser penalty than discharge or demotion may be imposed by the arbitrator only to the extent that either party proposes such lesser penalty in the proceeding. In making the determination, the arbitration proceeding is governed by sections 572B.15 to 572B.28 and by the collective bargaining agreement applicable to the teacher.

(d) An arbitration hearing conducted under this subdivision is a meeting for preliminary consideration of allegations or charges within the meaning of section 13D.05, subdivision 3, paragraph (a), and must be closed, unless the teacher requests it to be open.

(e) The arbitrator's decision is final and binding on the parties, subject to sections 572B.18 to 572B.28.

Subd. 14. MS 2018 [Repealed, 1Sp2017 c 5 art 2 s 58]

Subd. 14a.Negotiated unrequested leave of absence. The school board and the exclusive bargaining representative of the teachers must negotiate a plan providing for unrequested leave of absence without pay or fringe benefits for as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

Subd. 15.Records relating to individual teacher; access; expungement. All evaluations and files generated within a district relating to each individual teacher must be available to each individual teacher upon the teacher's written request. Effective January 1, 1976, all evaluations and files, wherever generated, relating to each individual teacher must be available to each individual teacher upon the teacher's written request. The teacher has the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein.

A district may destroy the files as provided by law and must expunge from the teacher's file any material found to be false or substantially inaccurate through the grievance procedure required pursuant to section 179A.20, subdivision 4. The grievance procedure promulgated by the director of the Bureau of Mediation Services, pursuant to section 179A.04, subdivision 3, clause (h), applies to those principals and supervisory employees not included in an appropriate unit as defined in section 179A.03. Expungement proceedings must be commenced within the time period provided in the collective bargaining agreement for the commencement of a grievance. If no time period is provided in the bargaining agreement, the expungement proceedings must commence within 15 days after the teacher has knowledge of the inclusion in the teacher's file of the material the teacher seeks to have expunged.

Subd. 16.Reporting of hires and terminations. A school district must annually report to the Professional Educator Licensing and Standards Board: (1) all new teacher hires and terminations, including layoffs, by race and ethnicity; and (2) the reasons for all teacher resignations and requested leaves of absence. The report must not include data that would personally identify individuals.

NOTE: The amendment to subdivision 5 by Laws 2023, chapter 55, article 5, section 49, is effective July 1, 2025. Laws 2023, chapter 55, article 5, section 49, the effective date.

NOTE: The amendment to subdivision 5 by Laws 2024, chapter 109, article 3, section 15, is effective July 1, 2025. Laws 2024, chapter 109, article 3, section 15, the effective date.

Accessed August 6th 2025: https://www.revisor.mn.gov/statutes/cite/122a.41

Dropped Proposals

Union Proposals

1. **Union Days** : Dropped by Union on October 30, 2025.
3. **Gender Identity Rights**: Dropped by Union on October 30, 2025.
6. **Enrollment Working Group:** Dropped by Union on November 8, 2025.
7. **Evaluation Teams:** Dropped by Union on November 6, 2025.
8. **Special Education Due Process**: Dropped by Union on October 30, 2025.
10. **EL Caseload**: Dropped by Union on November 2, 2025.
13. **Restorative Practices**: Dropped by Union on October 30, 2025.
14. **Insurance**: Dropped by Union on November 2, 2025.
15. **Online School:** Dropped by Union on October 30, 2025.
18. **Sick and Personal Leave:** Dropped by District on November 6, 2025.
19. **Building Reserves**: Dropped by Union on October 30, 2025.

District Proposals

5. **Shared Leadership for Continued Improvement:** Dropped by District on November 8, 2025.
6. **Building Plan for Support and Coverage:** Dropped by District on October 30, 2025.
8. **Death in Family or Critical Illness:** Dropped by District on October 30, 2025.

This Tentative Agreement represents the full and complete understanding between the parties regarding the provisions agreed upon for inclusion in the 2025-27 Successor Agreement between the Minneapolis Public Schools (“District”) and the Minneapolis Federation of Educators (“Federation”).

The parties acknowledge that this Tentative Agreement is subject to ratification by the membership of the Minneapolis Federation of Educators and approval by the Minneapolis Public Schools Board of Education. Upon mutual ratification and approval, the provisions contained herein shall be incorporated into the successor collective bargaining agreement between the parties.

For the Minneapolis Federation of Educators:

Elizabeth Done
Lead Negotiator
Minneapolis Federation of Educators

Signature: _____

Date: _____

For the Minneapolis Public Schools:

Alicia Miller
Senior Human Resources Officer
Minneapolis Public Schools

Signature: _____

Date: _____

Special School District Number 1
Board of Education Resolution

MINNEAPOLIS
PUBLIC SCHOOLS

Resolution: 2025-12-ER-CBA-MFE-T-AE
December 9, 2025

Resolution Approving the 2025-2027 Collective Bargaining Agreement between Special School District No.1 and Minneapolis Federation of Educators, Teacher Chapter Adult Education, Local 59

WHEREAS, Special School District No. 1 (District) and Minneapolis Federation of Educators – Teachers, Adult Education Local 59 (Union) were parties to a collective bargaining agreement for the period of July 1, 2023, through June 30, 2025, and

WHEREAS, the collective bargaining agreement between the District and Union expired on June 30, 2025; and

WHEREAS, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2027; and

WHERAS, the Union membership voted affirmatively to ratify the successor agreement.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 hereby approves the Birth - 22 collective bargaining agreement between SpecialSchool District No. 1, and Minneapolis Federation of Educators - Teacher Chapter, Adult Education Local 59, effective July 1, 2025, through June 30, 2027.

ADOPTED this 9th day of December 2025.

Collin Beachy, Chair

Lori Norvell, Clerk

Special School District Number 1
Board of Education Resolution

Resolution: 2025-12-ER-CBA-MFE-T-AE
December 9, 2025

MINNEAPOLIS
PUBLIC SCHOOLS

RECORD OF BOARD VOTE

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

SPECIAL SCHOOL DISTRICT NO.1

and

MINNEAPOLIS FEDERATION OF EDUCATORS, LOCAL 59, AFL-CIO, AFT, NEA

TEACHER CONTRACT, ADULT EDUCATION

2025-2027

December 9, 2025

Term: Two (2) years, July 1, 2025, through June 30, 2027

Pay:

Year One (2025–26):

- Steps for all eligible teachers
- No base cost-of-living adjustment (COLA)
- Increases rate for hourly teachers from $40 to $42 per hour

Year Two (2026–27):

- 2.0% cost of living adjustment
- Movement onto the Birth – 22 teacher salary schedule
- Steps for all eligible teachers

Other Updates:

- **Split Shifts:** The stipend for employees working split shifts has been increased, and new guiding language on scheduling has been introduced through an MOA.
- **Wellness Reimbursement Eliminated:** Cash-in of unused sick leave for gym memberships, equipment, etc., is removed.
- **Removal of Outdated Provisions:** Language regarding telephones, perfect attendance, and TRA s is eliminated.
- **Elimination of Prescriptive Procedures:** Contractual language prescribing Staff/Staff, Staff/Administrator, and Staff/Citizen Issues procedures is removed.

Memorandums of Agreement (MOAs) effective through June 30, 2027:

1. **Placement on Recall List (New MOA):** Educators who become ineligible for continued employment for reasons other than performance, misconduct, licensure/qualification issues, criminal conviction, or violation of District policy will be placed on a recall list for up to two (2) years from the date of the incident.

2. **Annual Staff Survey and Exit Surveys (New MOA):** The District and Union will jointly develop an annual staff survey (administered electronically in January) and an exit survey for separating staff to gather feedback on workplace climate, professional relationships, and retention factors. Two annual meetings, with four District and four Union representatives, will review de-identified, site-level data to inform retention strategies.
3. **Joint Labor-Management Training Sessions (New MOA):** The District and Union will jointly develop and present two annual 90-minute training sessions—one in the fall (during preparation time) and one in the winter (outside the duty day). Principals or assistant principals (at least one per building) must attend. Teachers shall receive no additional compensation for their attendance.
4. **Online and HyFlex Instruction MOA (Updates**): Revisions made to clarify expectations and procedures for online and hybrid instruction.

Fiscal Impact

The two-year total package cost of the tentative agreement is $833,863.

Tentative Agreement
2025 – 2027

Between
Minneapolis Public Schools
and
The Minneapolis Federation of Educators

Adult Education

Tentative Agreements

Union Proposals

2. **Immigrant Rights**
4. **Joint Labor Management Training Sessions**
5. **Staff Retention**
6. **Online and Hyflex Instruction**
8. **Split Shifts**
9. **Shift Stipends**
11. **Pay Parity**
12. **Placement on Birth-22 Salary Schedule**
13. **Cost of Living Adjustment**

District Proposals

1. **Wellness Incentives**
2. **Interim Pay**
3. **Perfect Attendance**
4. **Teacher Retirement Rules**
5. **Teacher Telephones**
7. **Conflict Resolution Process**

Union Proposal 2:
Immigration Rights

MEMORANDUM OF AGREEMENT
Between
Minneapolis Public Schools (MPS)
And
Minneapolis Federation of Educators (MFE)

Recall for Impacted Educators

This Memorandum of Agreement ("MOA") is entered into by and between Minneapolis Public Schools ("District") and the Minneapolis Federation of Educators, Local 59 - Adult Education chapter ("Union"), collectively referred to as "the Parties."

NOW, THEREFORE, BE IT RESOLVED:

1. **Recall Rights for Educators**: In the event that an educator becomes ineligible for continued employment for reasons other than performance issues, misconduct concerns, issues related to licensure and/or qualifications required for the position, conviction of a crime, and/or violation of District policy, the District shall place the teacher on a recall list for up to two (2) years from the date of incident.

    - o If the educator becomes eligible for re-employment within that two-year period, MPS shall reinstate the educator to their former position, if vacant, provided the teacher is licensed and qualified.

    - o If the former position is unavailable, the District shall reinstate the educator substantially similar vacant bargaining unit position for which the teacher is licensed and qualified.

    - o Reinstatement shall include restoration of prior seniority and placement on the salary schedule as if the educator had not been separated.

2. **Educator Responsibilities for Recall Eligibility**: To remain eligible for reinstatement, the educator must:

    - o Notify the Division of Human Resources of their renewed eligibility for employment, including submission of any necessary documentation.

    - o Maintain current contact information, including phone number and mailing address, with Human Resources.

3. **Recall Notification Procedure**

    - o Upon renewal of work eligibility, the District shall make reasonable efforts to place the educator in a vacant position for which the educator is qualified and appropriately licensed. If no such position is immediately available, the District shall notify the educator by phone when a suitable vacancy arises.

- o The District shall first attempt to notify the educator of a vacant position by phone. The educator shall have until the end of the following business day to accept or decline the position.
- o If the educator does not respond in the aforementioned timeline, a certified letter shall be sent to the last known mailing address.
- o The educator shall have seven (7) calendar days from the date of postmark of the certified letter to respond and accept the offer.
- o Failure to respond or to accept the position within the timeline outlined above shall result in the forfeiture of recall rights.

4. **Training.** The District shall provide an annual training to educators on Board Resolution 2025-0017.

BE IT FURTHER RESOLVED, to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2025-2027 Collective Bargaining Agreement between the District and the Union, it shall not set precedent nor form the basis of any grievance that may be filed concerning any alleged violation of the contract.

This Memorandum of Agreement shall expire on June 30, 2027.

Union Proposal 4:
Joint Labor Management Training Sessions

MEMORANDUM OF AGREEMENT
Between
Minneapolis Public Schools (MPS)
AND
Minneapolis Federation of Educators (MFE)

Joint Labor-Management Training Sessions.

This Memorandum of Agreement ("MOA") is entered into by and between Minneapolis Public Schools ("District") and the Minneapolis Federation of Educators, Local 59 - Adult Education chapter ("Union"), collectively referred to as "the Parties."

WHEREAS, the District and Union recognize the importance of fostering positive working relationships to enhance school operations and support staff; and

WHEREAS, joint training sessions can promote a shared understanding of issues affecting both labor and management, enhance collaboration, and strengthen communication between the Parties;

WHEREAS, the Parties agree that trainings should be purposeful, relevant, and respectful of participants' time and responsibilities;

THEREFORE, BE IT RESOLVED THAT:

1. The Parties shall collaboratively develop the agendas, presentation materials, and content for two (2) annual labor-management training sessions of no more than 90 minutes, one in the fall and the second in the winter. These sessions shall be jointly presented by the District and Union in person one afternoon at the start of the school year designated for preparation in the fall and one additional afternoon in the winter held outside of the regular duty day.

2. Required attendees include principals or assistant principals (at least one per building), Human Resources Business Partners, administrative personnel from Adult Education, and MFE59 stewards—specifically, at least one (1) representative from each building from both the Birth to 22 and ESP chapters. Excused absences from these training sessions shall not be subject to the grievance procedure.

    - Attendance shall be recorded. Teachers shall not receive additional compensation for attendance. Educational Support Personnel (ESPs) shall record their hours worked and shall be compensated at their regular hourly rate for their attendance. The Union shall reimburse the District for the full cost of compensation paid to ESPs for their attendance at the training session.

3. The first Fall Training Session may include but shall not be limited to:

    - Rights and responsibilities under the Public Employment Labor Relations Act (PELRA);
    - Effective problem-solving related to discrepancies in contract language;
    - The grievance process and resolution pathways;
    - The Professional Development Plan (PDP) process; and
    - Attendance expectations and related contract provisions.

4. The first Winter Training Session may include but shall not be limited to:

    - Licensure requirements and their impact on rehire decisions
    - Roles and responsibilities of site-based budget committees
    - Procedures for staffing reductions and employee transfers
    - The rehire process for probationary employees

5. Following the initial Fall and Winter training sessions, future sessions shall build upon prior content and evolve in response to the stability of both the steward and principal pools, as well as emerging needs. This approach ensures that training remains progressive, responsive, and fosters continuity and depth over time. Session development shall align with the guidelines outlined in items #6–8 below.

6. To develop the training agendas, presentation materials, and content, the District and the Unions shall hold joint planning meetings at least once per month, one-hour in length, unless otherwise mutually agreed, continuing until the training materials are fully drafted and approved by both Parties.

7. Planning meetings shall include no more than six (6) representatives from each Party.
    1. District representatives may include staff from Human Resources and the Office of the Deputy Superintendent.
    2. Union representatives may include designated leadership and staff familiar with contract language and member needs.

8. These planning meetings shall be collaborative in nature and focused on identifying relevant topics, refining content, and setting clear objectives for each training session.

BE IT FURTHER RESOLVED, to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2025-2027 Collective Bargaining Agreement between the District and the Union, it shall not set precedent nor form the basis of any grievance that may be filed concerning any alleged violation of the contract.

This Memorandum of Agreement shall expire on June 30, 2027.

Union Proposal 5:
Staff Retention

MEMORANDUM OF AGREEMENT
Between
Minneapolis Public Schools (MPS)
And
Minneapolis Federation of Educators (MFE)

Annual Staff Survey, Exit Surveys, and Data Review

This Memorandum of Agreement ("MOA") is entered into by and between Minneapolis Public Schools ("District") and the Adult Education, Birth – 22, Education Support Professional (ESP) chapters of the Minneapolis Federation of Teachers, Local 59 ("Unions"), collectively referred to as "the Parties."

Whereas, the District and the Union are committed to improving staff retention, understanding the reasons behind voluntary separations, and supporting healthy school environments;

Whereas, stay and exit survey data can provide valuable insights into patterns of employee attrition, workplace climate, and areas for organizational improvement;

THEREFORE, BE IT RESOLVED THAT:

1. **Annual Staff Survey:** The District and Union shall collaborate to develop an annual staff survey tool to be electronically shared with all MFE members. If mutual agreement cannot be reached, the District reserves the right to finalize and administer the survey to ensure its completion.
    a. The survey shall be administered annually during January during a two-calendar week window. Participation shall be voluntary but encouraged to ensure comprehensive feedback.

2. **Exit Survey:** The District and Union shall collaborate to develop an exit survey. The exit survey shall be electronic and automatically sent to any MFE members who submit a formal separation form through the District's Human Resources system. If mutual agreement cannot be reached, the District reserves the right to finalize the survey based on the points of agreement reached, and may supplement the survey as needed to support the District's retention goals and improve staff retention efforts.

3. **Survey Content:** The surveys shall be designed to identify trends in key areas such as workplace climate, professional relationships, and other relevant factors that can inform District staff retention strategies.

4. **Data Review Meeting:** The District and the Union shall convene two annual meetings, not to exceed two hours in length, to review exit survey data and Annual Staff Survey data. When possible, this data shall be aggregated by site and de-identified. The committee shall consist of eight members—four appointed by the Superintendent or their designee, and four appointed by the Union Presidents.

a. **Semester-Based Data Review:** In March, the District and Union shall convene to review annual survey and exit survey data. For teachers and ESP supporting Birth to 22 students, this shall be a review of first semester data. For teachers supporting learners in Adult Education, this shall be a review of first trimester data.
b. **Annual Data Review:** In August, the District and Union shall convene to review annual staff survey and exit survey data. For all teachers and ESP, this shall be a review of the prior year's data.

5. **Data Review Process:** A summary report shall be shared with the committee at least one calendar week prior to the scheduled meetings, for the purpose of identifying overarching themes and trends. Discussions during these meetings shall focus on systemic issues; individual personnel matters are not appropriate and shall not be discussed.

6. **Data Access:** Survey data shall be considered District data and shall be handled in accordance with applicable state laws governing data classification, access, and protection.

BE IT FURTHER RESOLVED, to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2025-2027 Collective Bargaining Agreements between the District and the Union, it shall not set precedent nor form the basis of any grievance that may be filed concerning any alleged violation of the contract.

This Memorandum of Agreement shall expire on June 30, 2027.

Union Proposal 6:
Online and Hyflex Instruction

Note: This MOA shall replace the current MOA in the 2025- 27 collective bargaining agreement.

FOR A MEMORANDUM OF
AGREEMENT ON ONLINE AND
HYFLEX INSTRUCTION

Memorandum of Agreement – Online and Hyflex Instruction

Whereas, in recognition of the unique nature of online and hyflex instruction, and the ever changing landscape of technology in learning spaces, the Parties to the ~~2023-2025~~2025-2027 Adult Education collective bargaining agreement, which governs terms and conditions of employment, hereby agree to the following terms:

Online instruction: For the purpose of this contract, online instruction shall be defined as direct, synchronous instruction delivered to students attending class remotely.

Hyflex instruction: Hyflex instruction shall be defined as direct, synchronous instruction delivered to students, who have the option to attend class either in-person or remotely.

Teacher Verification Model (TVM): TVM allows adult education programs in Minnesota to collect proxy hours for students who complete asynchronous assignments verified by a TVM certified instructor.

a. No teacher shall be required to teach (a) hyflex class(es).
b. Teachers who agree to teach (a) hyflex class(es) shall have their total instructional hours reduced at a rate of one (1) hour per every six (6) hours of hyflex instruction to compensate for the additional prep required.
c. Any teacher with one or more Hyflex class(es) shall qualify for one Schedule F Adult Education Shift Stipend, at the rate of $500 per trimester taught, pursuant to the parameters set forth in that Schedule.
d. No teacher shall be required to participate in TVM training or include TVM lessons in their classes.
e. Teachers who are given a TVM assignment that includes existing lessons and primarily assigning and grading them shall have their weekly instructional hours reduced by two (2) hours per class in which they are expected to assign and grade TVM lessons. If the TVM assignment does not include existing lessons, weekly instructional hours will be reduced by an additional two (2) hours, for four (4) total hours per week per class in which the teacher is expected to create, assign, and grade TVM lessons.

This Memorandum of Agreement shall expire on June 30, ~~2025~~2027,and shall set no precedent between the Parties.

Union Proposal 8:
Split Shifts

This Memorandum of Agreement ("MOA") is entered into by and between Minneapolis Public Schools ("District") and the Adult Education chapter of the Minneapolis Federation of Teachers, Local 59 ("Union"), collectively referred to as "the Parties."

WHEREAS, establishing clear and equitable guidelines for assigning split shifts to teachers will promote transparency and enhance staff morale;

WHEREAS, it is essential to the mission of Minneapolis Public Schools Adult Education to offer instructional programs to students during both daytime and evening hours;

BE IT THEREFORE RESOLVED,

1. The District, after consultation with teachers, shall establish teachers' schedules based on student enrollment, program needs and travel.
2. The District shall first seek volunteers to work split shifts.
3. If additional coverage is needed, the District shall assign teachers based on the required skill set for each position, using an inverse seniority process until all sections have been filled.
4. The district shall endeavor to provide all teachers who work a split shift the option to perform one half of their shift online.
5. Teachers who work a split shift that include an online assignment shall be given the option to perform their online half from home.

This Memorandum of Agreement shall expire on June 30, 2027, and shall set no precedent between the Parties.

Union Proposal 9:
Shift Stipends

Schedule F Adult Education Shift Stipend

Effective July 1, 2024~~4~~5, teachers who teach split shifts, evening shifts, orientation (Class Prep Academy), or three (3) or more subject areas (preps) per weeks hall receive a stipend of $~~500~~600 per trimester taught.

a. Eligibility: Both hourly and contract teachers shall be eligible for stipends.

b. Additional Stipend: Teachers may qualify for up to one (1) additional stipend, based on eligibility, as outlined above; however, teachers who qualify for the split shift stipend shall not also qualify for the evening shift stipend. Evening shift shall be defined as a class that begins at 4:30 p.m. or later.

c. Proration: The stipend amount is based on the assumption of a four (4) day work week. Teachers who work less than four (4) days per week shall have their stipend prorated accordingly.

d. Payment Schedule Stipends shall be paid out within forty-five (45) calendar days of the final day of the trimester.

Union Proposal 12:
Placement on Birth-22 Salary Schedule

Note: All language from Section 7.4 of the Birth - 22 contract shall be reproduced in its entirety in Article 4 of the Adult Education contract with an effective date of July 1, 2026. All affected cross-references and the table of contents shall be updated to reflect these changes.

9.2 Length of Teacher's Day
9.2.1 Definition: The work week for a teacher in the Adult Education Community Education Program shall be based upon a Full-Time Equivalent (1.0 FTE) of ~~38.75~~ 40 hours per week including one-half hour daily for a paid, duty-free lunch. Effective July 1, 2026, up to 26.25 hours per week shall be provided for direct instruction of students as decided by the District. In addition, 275 minutes shall be provided for paid, professional preparation time. The remaining minutes shall be assigned during the teacher's regularly scheduled duty day. Scheduling provisions and requirements of teachers working less than full-time shall be adjusted proportionally as to the amount of instructional time, preparation time, duty free lunch and meeting time. Any deviation from these basic scheduling provisions and requirements shall be by mutual agreement of the individual teacher and the administrator.

9.3 Length of the School Year
9.3.1 Teacher Duty Days: The number of duty days for teachers shall be ~~184~~185.

4.1 Salary Schedule:

4.1.1 Standard Salary Schedule: The salaries for Adult Education teachers employed in the District are reflected in standard salary Schedules A-C of the ABE contract and shall be a part of this Agreement for the period July 1, 2023, through June 30, 202~~5~~6. Effective July 1, 2026, Schedule A from the Birth - 22 Contract shall replace Schedules A, B, and C in this Agreement.

4.1.2 Wage Schedule Improvements, Other Pay Provisions:

Year One

a. Effective July 1, 202~~3~~5, ~~salaries and~~ step movement shall be as prescribed in Schedule A of this agreement.
b. ~~Salary changes shall be implemented within 60 days of ratification of this agreement, retroactive to July 1, 2023.~~
c. ~~A one-time bonus payment of $2,000 for all contract teachers employed on April 12, 2024. Payment will be made within 30 calendar days of ratification of this agreement.~~

Year Two

~~a. Effective July 1, 2024, salaries shall be as prescribed in Schedule B of this agreement.~~
a. Implementation of the conversion to employees shall be placed on the step corresponding to their current educational lane, as defined below:

- **BA** = Lane A
- **BA+15** = Lane B
- **MA** = Lane G
- *(and subsequent lanes as applicable).*

Employees shall be placed on the same numerical step they currently occupy within the corresponding lane, provided that step exists on the B-22 schedule. In instances where an employee's current step does not exist on the new schedule (e.g., Steps 19 and 20), placement shall occur at the highest available step on the B-22 schedule (Step 18). This provision shall be deleted at the end of the 2025-27 contract period.

4.1.3 Step Movement

a. Effective July 1, 20~~19~~25, teachers will receive an annual step~~s~~ in accordance with 4.2~~.4~~ below.

~~b. Effective July 1, 202026, teachers will receive annual steps in accordance with 4.2.4 below:.~~ Effective July 1, 2026, teachers will receive annual steps in accordance with the language that will be incorporated 4.2.4 from the Birth-22 contract (currently at 7.4.10 in the B-22 CBA) below:

~~Any increases in benefits for the teachers in the K-12 program shall also be provided to the teachers in the Adult Education Program.~~
~~4.1.3 Step Movement: Step movement described in 4.1.2 above shall be in accordance with the provisions in 4.2.4 below.~~

4.1.4 Effective July 1, 2026, any negotiated increases to salary, including any one-time bonuses, and benefits for the teachers in the K-12 program shall be applied to Schedule A of this agreement, unless otherwise negotiated. ~~also be provided to the teachers in the Adult Education Program. The Parties agree that the salary and bonus portion of Article 4.1.4 of the collective bargaining agreement shall not apply for the 2023-2025 contract period.~~

4.2 Placement on Salary Schedule: ~~The following rules shall be applicable in determining placement on the salary schedule.~~ This section will be in effect through June 30, 2026. Effective July 1, 2026 all language from Section 7.4 of the Birth - 22 contract shall be reproduced in its entirety in Section 7 Article 4 of the Adult Education contract. All affected cross-references and the table of contents shall be updated to reflect these changes.

~~**4.2.1 Initial Placement for Teachers New to the Program:**~~
~~a. Initial placement for teachers new to the Adult Education program will be Step five (5) of the be on the step that reflects the teacher's years of experience teaching with MPS, any other~~

~~school district, and/or any accredited post-secondary educational institution(s) as the primary instructor, on the appropriate lane as verified by official college transcripts.~~
~~b. Effective July 1, 2018, initial placement for teachers new to the Adult Education program will be Step one (1) of the appropriate lane as verified by official college transcripts.~~

~~4.2.2 Disputes Concerning Placement:~~
~~a. Deadline for Notification: All teachers who disagree with the initial lane and step placement shall have 45 duty days to notify the Human Resources Department in writing.~~
~~b. Limitation on Liability: shall be limited to no more than one year of retroactive pay.~~
~~c. Exceptions to Initial Step Placement: In instances where an individual teacher is agreeable to an initial step placement other than that as provided above, such exceptions may be made by mutual agreement between the teacher and a representative of the Human Resources department. The Minneapolis Federation of Teachers shall be notified of all such agreements.~~

~~4.2.3 Lane Placement and Reclassification:~~
~~a. Request for Reclassification: Request for reclassification may be made at any time the teacher completes the required work.~~
~~b. Certified Transcript:~~
~~1. Submission to Human Resources: A certified transcript from an accredited training institution showing credits earned and credit hours completed and degree granted, if any, must be submitted to the Human Resources department for evaluation.~~
~~2. Timing of Submission: Any transcript received by the Human Resources department not later than Wednesday preceding the Board of Education meeting shall be submitted to the Board for action, providing the transcript meets the requirements. Any delay in the Human Resources department because of a backlog of applications for a salary change will not penalize the individual.~~
~~3. Interpretation of Transcripts: The Human Resources department will not be responsible for making interpretations of transcripts without a written specific request. Credit hours will be allowed as indicated on the transcript.~~
~~c. Salary Increase: Any increase in salary to which the individual is entitled by reason of reclassification will be made effective at the beginning of the payroll period following submission of all required documents. Salary adjustments shall not exceed forty-five (45) days.~~

~~4.2.4 Annual Steps:~~
~~a. Steps: Effective for the 2017-2018 school year, the salary schedule shall provide for thirteen (13) annual steps. Effective for the 2018-2019 school year, the salary schedule shall provide for nineteen (19) annual steps.~~
~~b. Qualification for Steps: In order to qualify for a full step, an individual shall have been on the school payroll for not less than one semester, or 110 days in a school year. However, no more than one step can be earned in any one school year.~~
~~c. Teachers on PSP: Teachers on a PSP must successfully complete PSP requirements and return to PDP or GPDP status to get a step increase. The step will then be granted retroactive to the beginning of that school year once successfully completed.~~

Union Proposal 13:
Cost of Living Adjustment

Schedule E Hourly and Leadership Rates

Hourly Flat Rate: ~~$40~~$42/hr

Teachers shall be compensated at the Hourly Flat Rate of pay, on a prorated basis, for work performed as specifically indicated in the Agreement, such as hourly employment, lost preparation or lunch time, extended-time program assignments, staff development, and for work performed beyond the teacher's regular assignment not otherwise defined in this Agreement.

District Proposal 1:
Wellness Incentives

7.12 **Wellness Incentive:**

The District and the Union support and encourage teachers to maintain their physical and mental wellbeing. Healthy teachers are essential to the District and Union's shared interest that all students learn.

7.12.1 **Wellness Goals**:

The District wellness goals will include, but are not limited to:

a. Maintain or improve the health of employees to meet the demands of students;

b. Reduce the cost of health care benefits through early detection and wellness strategies;

c. Demonstrate that the district is a quality employer that cares about the health and welfare of its employees;

d. Increase the information and understanding of employees about their own health risks and habits in order to make good lifestyle decisions;

e. Partner with health, dental, and mental health providers to support the district wellness efforts;

f. Provide promotional events and strategies to encourage, incent, and reward employee wellness awareness and participation;

g. District regular newsletter on wellness issues and activities to all union groups;

h. Encourage, develop, and support individual worksite wellness activities;

i. Develop and deliver health-related presentations and promotions at sites;

j. Continue to identify, train, and support key communicators at worksites;

k. Increase timely access to screening and prevention for employees at work sites.

7.12.2 **Fitness Incentive Reimbursement:** To promote and enhance employee health and wellness, and reduce the use of sick leave, the District shall offer teachers the opportunity to convert sick leave into a reimbursement for wellness-related expenses according to the following terms.

a. **Definition of Benefit.** Teachers will be eligible to cash in one (1) day of sick leave, calculated at the daily rate of pay at the time the teacher requests reimbursement, to reimburse for the costs of eligible wellness-related expenses. To qualify for the wellness incentive, teachers must have a sick leave balance based on the following table, as of June 30th each year:

Years of Service	Sick Leave Balance
0 – 1 year	40 hours (5 days)
2 years	80 hours (10 days)
3 years	120 hours (15 days)
4 years	160 hours (20 days)
5 years	200 hours (25 days)
6-10 years	360 hours (45 days)
11-15 years	560 hours (70 days)
16-20 years	760 hours (95 days)
21+ years	840urs (105 days)

a. **Eligible Expenses for Reimbursement.** The following wellness-related expenses are eligible for reimbursement by cashing in one (1) sick leave day:

a. Health club memberships (single, dual, or family) provided the teacher is included in the membership. Reimbursement would be made at the end of the fiscal year when the membership was active.

b. Exercise equipment, new or used, including but not limited to outdoor or stationary bicycles, snow shoes and bindings, treadmills, stair climbers, rowing machines, skiing machines, home gym equipment, hockey/ice skates, personal trainers, skis (including poles, mountings and bindings,) sales tax on equipment, weights, exercise balls, inline skates, protective gear, etc.

c. Exercise classes.

d. Behavior modification programs (e.g. smoking, diet, etc.)

b. **Expenses Not Eligible for Reimbursement.** Any item not listed in paragraph b. above shall not be eligible for reimbursement. In addition, the following items are not eligible for reimbursement:

1. Club memberships of a primarily recreational nature such as country clubs, golf or tennis memberships.

2. Accessory items such as clothing, book holders, water bottles, etc.

3. Shipping and delivery charges.

4. Entrance fees, court fees, greens fees, lift tickets, license fees, permit costs, towel fees, tanning fees, locker fees, etc.

5. Recreational activities and lessons such as dancing, bowling, horseback riding, whirlpools, saunas, and massage therapy.

c. **Processing Reimbursements.** The following procedure will be used to process claims for reimbursement.

1. The wellness incentive is a reimbursement program. Employees incur expenses and submit claims to the Benefits division of HR Operations.

2. Claims for reimbursement cannot be for less than the equivalent of one (1) sick leave day.

3. Teachers will be reimbursed for expenses incurred July 1st through June 30th each year. Sick leave days that are used for reimbursement will be subtracted from the teacher's sick leave balance.

4. Days that are reimbursed cannot be used for sick leave.

5. Teachers must be active on the payroll at the time reimbursable expenses were incurred.

6. Documentation for the reimbursable expense must be dated, show the teacher as the purchaser, and clearly show what was purchased. The expense must be made by the teacher for the teacher's personal use. A paid receipt, charge slip, cancelled check, or health club statement showing the credit are all allowable. Copies of such documentation are acceptable.

7. Cashed in sick leave days as part of this reimbursement program are taxable income. As such, they are subject to state and federal withholding as well as standard Social Security and Medicare taxes.

8. Reimbursements will be for a full day only.

District Proposal 2:
Interim Pay

~~7.14.2 **Interim Pay.** The Superintendent will approve interim pay for teachers hired July 1, 1994 and thereafter who, on the first school day of the academic year at the end of which they retire, have ninety (90) days or more accrued sick leave and who notify the District before March 1 of their intent. Teachers who have ninety (90) days or more will receive five (5) days interim pay on the pay day following spring break. Teachers who have one hundred forty (140) or more accrued sick leave days will receive ten (10) days interim pay on the pay day following spring break. Teachers who have one hundred ninety (190) or more accrued sick leave days will receive fifteen (15) days interim pay divided equally between the two (2) pay days following spring break.~~

District Proposal 3:
Perfect Attendance

7.16 **Perfect Attendance for Adult Education Teachers: (Note: Under Moratorium since 2015–2017)**

17.16.1 **Purpose.**

Teachers, the District, and the Union all recognize the importance of good attendance in order for students to be successful. All entities work to help students meet the District attendance standard. Teachers who have perfect attendance model that behavior for their students.

The District and the Union also embrace the research that shows teachers are the critical component in student success and their consistent presence in the classroom is important for student learning. Therefore, the District and the Union seek to reward teachers who have perfect attendance for the preceding school year.

7.16.2 **Eligibility**

a. **Teachers eligible for 100% perfect attendance incentive award.**

Teachers who take Study leaves, leave for school purposes, religious observance leave, Union Business leave, witness in a court case for District purposes, jury duty, service on public commissions or boards, election judge service are eligible for the perfect attendance incentive award.

b. **Teachers not eligible for 100% perfect attendance incentive award.**

Teachers who take leave for personal illness, family illness, personal leave with pay, personal leave without pay, suspension with pay, suspension without pay, administrative leave with pay, administrative leave without pay, workers' compensation leave, leave for court cases unrelated to District business, military leave with or without pay, election to public office, Peace Corps/VISTA, professional improvement leave-study leave, study leaves without pay, bereavement leave, critical illness, or sabbatical leave are not eligible for the perfect attendance incentive award.

7.16 **Perfect Attendance Benefit:** In calculating the percentage of teachers for perfect attendance, the District will use the total number of teachers on the first payroll of the calendar year.

a. **10% Perfect Attendance:** To reduce absences, if up to 10% of teachers have perfect attendance, each such teacher may choose:

1. to add the equivalent of one (1) sick leave day to the teacher's total sick leave hours; or

2. to have the District contribute the amount equivalent to one (1) of the teacher's sick leave days to the teacher's account in the State of Minnesota Deferred Compensation Plan (457) tax sheltered annuity or 403(b) plan approved provider selected by the District and the Union.

3. If the teacher has retired by the time of the election period, the teacher has the option of cashing out one sick leave day at 50% of their daily rate of pay at

retirement or having the equivalent of one day at the full value of their daily rate of pay at retirement deposited into their 403(b) or 457 account.

b. **12% Perfect Attendance:** If at least 12% of teachers have perfect attendance, each such teacher may choose:

1. to add the equivalent of two (2) sick leave days to the teacher's total sick leave hours; or

2. to have the District contribute the amount equivalent to two (2) of the teacher's sick leave days to the teacher's account in the State of Minnesota Deferred Compensation Plan (457) tax sheltered annuity or 403(b) plan approved provider selected by the District and the Union.

3. If the teacher has retired by the time of the election period, the teacher has the option of cashing out two sick leave days at 50% of their daily rate of pay at retirement or having the equivalent of two days at the full value of their daily rate of pay at retirement deposited into their 403(b) or 457 account.

c. **14% Perfect Attendance:** If at least 14% of teachers have perfect attendance, each such teacher may choose:

1. to add the equivalent of three (3) sick leave days to the teacher's total sick leave hours; or

2. to have the District contribute the amount equivalent to three (3) of the teacher's sick leave days to the teacher's account in the State of Minnesota Deferred Compensation Plan (457) tax sheltered annuity or 403(b) plan approved provider selected by the District and the Union.

7.16.4 **Retired Teachers**

a. If the teacher has retired by the time of the election period, the teacher has the option of cashing out three sick leave days at 50% of their daily rate of pay at retirement or having the equivalent of three days at the full value of their daily rate of pay at retirement deposited into their 403(b) or 457 account.

b. Only teachers who are .5 FTE or above are eligible for the perfect attendance incentive. The incentive will be pro-rated for qualified teachers who are at least .5 but less than 1. F.T.E. In calculating the percentage of teachers for perfect attendance, the District will use the total number of teachers on the first payroll of the calendar year. Adult Education teachers shall be pooled with K12 teachers when being considered for the 12% and 15% tiers of this benefit.

District Proposal 4:
Teacher Retirement Rules

7.17 Retirement Eligibility Rules: Minneapolis Adult Educators retirement rules are governed by the Minnesota Teacher's Retirement Association (TRA); information can be found at minnesotatra.org

~~In general, eligibility for retirement is determined by the Teacher's Retirement Association (TRA):~~

~~a. Basic members are teachers hired before July 1, 1978.~~

~~b. Coordinated members are teachers hired after July 1, 1978.~~

~~c. Teachers hired before July 1, 1989 are covered by the rule of ninety (90), that is, years of service plus age is greater than or equal to ninety (90).~~

~~d. The combined service law permits the accrual of service outside the Minneapolis Public Schools.~~

~~e. Any further questions may be answered by the TRA office (651-296-2409).~~

District Proposal 5:
Teacher Telephones

~~**7.18.2 Teacher Telephones.**~~

~~**a. Classrooms and Offices:** In order to increase communication among teachers, students, parents and the community, the District will continue to complete the installation of a new telephone system for accessibility of telephones for every teacher's use. All new construction and newly remodeled sites will be wired at the time of construction and/or remodeling to facilitate the installation of telephones in every classroom and office for external communication. Existing sites will be on line with individual telephones and voice mail to maximize professional responsibility, safety, communication, privacy and accessibility. The District will provide training for effective use of the system, and teachers will fully utilize the system for maximum effectiveness.~~

~~**b. Building Telephone:** Where individual classroom and office telephones are not yet available, a telephone (dedicated line) shall be maintained in each school building on the basis of need for the use of teachers and in locations convenient to teachers. A telephone so installed may be disconnected during the summer months in those schools not in session. Teachers shall reimburse the school for chargeable personal calls.~~

District Proposal 7:
Conflict Resolution Process

The District proposes Article 14.5 - 14.5.3 be deleted in its entirety.

Dropped Proposals

Union Proposals

1. Union Days
3. Gender Identity Rights
6. Enrollment Working Group
7. Curricula
10. Protecting Contract Teachers

District Proposals

6. Critical Illness and Death

This Tentative Agreement represents the full and complete understanding between the parties regarding the provisions agreed upon for inclusion in the 2025-27 Successor Agreement between the Minneapolis Public Schools (“District”) and the Minneapolis Federation of Educators (“Federation”).

The parties acknowledge that this Tentative Agreement is subject to ratification by the membership of the Minneapolis Federation of Educators and approval by the Minneapolis Public Schools Board of Education. Upon mutual ratification and approval, the provisions contained herein shall be incorporated into the successor collective bargaining agreement between the parties.

For the Minneapolis Federation of Educators:

Nathaniel Hart-Andersen
Lead Negotiator
Minneapolis Federation of Educators

Signature: _____

Date: _____

For the Minneapolis Public Schools:

Alicia Miller
Senior Human Resources Officer
Minneapolis Public Schools

Signature: _____

Date: _____

Special School District Number 1
Board of Education Resolution

Resolution: 2025-0053
December 9, 2025

MINNEAPOLIS
PUBLIC SCHOOLS

Resolution Certifying the Final Property Tax Levies 2025 Payable 2026

WHEREAS, Minnesota school boards must adopt the final property tax levies no later than five working days after December 20 per Minnesota Statutes, Section 275.07, Subdivision 1; and

WHEREAS, the Board Finance Committee recommends a levy at the maximum allowed for 2025 Payable 2026; and

WHEREAS, the 2025 payable 2026 Levy Limitation and Certification process managed by the Minnesota Department of Education (MDE) provides the form for certifying the proposed property tax levy to the County Auditor; and

WHEREAS, the attached MDE levy certification form recommends a total final levy of $280,273,074.51; and

WHEREAS, the Senior Finance Officer recommends, and the Superintendent of Schools concurs, that the levy of $280,273,074.51 be approved by the Board and communicated to the County and to the Minnesota Department of Education by the required deadlines.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby certifies the 2025 payable 2026 final property tax levy which totals $280,273,074.51 and authorizes the signing and submittal of the Levy Limitation and Certification Report to the County and to the Minnesota Department of Education by the required deadlines.

ADOPTED this 9th day of December 2025.

Special School District Number 1
Board of Education Resolution

Resolution: 2025-0053
December 9, 2025

MINNEAPOLIS
PUBLIC SCHOOLS

Collin Beachy, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE

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

LEVY LIMITATION AND
CERTIFICATION REPORT OUTLINE

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SCHOOL YEAR	FORMULA ALLOWANCE
2020-21	6,567
2021-22	6,728
2022-23	6,863
2023-24	7,138
2024-25	7,281
2025-26	7,481
2026-27*	7,705

*FORECAST ESTIMATES, SUBJECT TO CHANGE

WEIGHTS FOR PUPIL UNITS	FY 2025 & LATER
PRE-KGN HCP:	1.000
HCP-KGN:	1.000
REG-KGN PART:	0.550
REG-KGN ALL:	1.000
GRADES 1-3:	1.000
GRADES 4-6:	1.000
GRADES 7-12:	1.200

PROPERTY VALUATION DATA

MARKET VALUE

1	2020 MARKET VALUE	58,391,790,385
2	2021 MARKET VALUE	59,717,760,948
3	2022 MARKET VALUE	63,788,249,397
4	2023 MARKET VALUE	66,880,677,472
5	2024 MARKET VALUE	63,873,441,990

REFERENDUM MARKET VALUE (RMV)

6	2020 RMV	58,812,143,363
7	2021 RMV	60,047,658,199
8	2022 RMV	63,786,623,768
9	2023 RMV	66,714,455,096
10	2024 RMV	63,320,315,919

NET TAX CAPACITY (NTC)

11	2020 NTC	697,099,022
12	2021 NTC	704,727,819
13	2022 NTC	760,971,311
14	2023 NTC	806,681,563
15	2024 NTC	768,714,251

SALES RATIO

16	2020 SALES RATIO	95.7%
17	2021 SALES RATIO	92.1%
18	2022 SALES RATIO	92.4%
19	2023 SALES RATIO	92.3%
20	2024 SALES RATIO	96.4%

UNLIMITED ADJUSTED NTC (UANTC)

21	2020 UANTC=(11)/(16)=	728,741,031
22	2021 UANTC=(12)/(17)=	764,848,843
23	2022 UANTC=(13)/(18)=	823,327,642
24	2023 UANTC=(14)/(19)=	873,850,457
25	2024 UANTC=(15)/(20)=	797,330,559

ADJUSTED NTC (ANTC)

26	2020 ANTC	728,741,031
27	2021 ANTC	764,848,843
28	2022 ANTC	823,327,642
29	2023 ANTC	873,850,457
30	2024 ANTC	797,330,559

AG MODIFIED ANTC FOR LTFM

31	2020 AG MODIFIED ANTC	728,733,877
32	2021 AG MODIFIED ANTC	764,840,596
33	2022 AG MODIFIED ANTC	823,318,542
34	2023 AG MODIFIED ANTC	873,841,093
35	2024 AG MODIFIED ANTC	797,322,427

PUPIL DATA

RESIDENT COUNTS ARE BASED ON ALL PUBLIC SCHOOL STUDENTS LIVING IN THE DISTRICT, REGARDLESS OF WHETHER THEY ATTEND THERE. ADJUSTED COUNTS REFLECT ALTERNATIVE ATTENDANCE.

**RESIDENT AVERAGE DAILY MEMBERSHIP (ADM)

36	2022-23 RES ADM (ACT)	46,376.23
37	2023-24 RES ADM (ACT)	47,693.89
38	2024-25 RES ADM (PRE)	48,371.45
39	2025-26 RES ADM (EST)	47,753.40
40	2026-27 RES ADM (EST)	47,983.40
41	2027-28 RES ADM (EST)	47,965.00

RESIDENT PUPIL UNITS

42	2022-23 RES PU (ACT)	50,513.96
43	2023-24 RES PU (ACT)	51,919.02
44	2024-25 RES PU (PRE)	52,615.50
45	2025-26 RES PU (EST)	52,002.40
46	2026-27 RES PU (EST)	52,290.40

ADJUSTED ADM

47	2022-23 ADJ ADM (ACT)	28,290.49
48	2023-24 ADJ ADM (ACT)	28,757.37
49	2024-25 ADJ ADM (PRE)	28,909.15
50	2025-26 ADJ ADM (EST)	26,834.40
51	2026-27 ADJ ADM (EST)	26,124.40
52	2027-28 ADJ ADM (EST)	25,623.00

ADJUSTED PUPIL UNITS

53	2022-23 ADJ PU (ACT)	30,745.26
54	2023-24 ADJ PU (ACT)	31,215.74
55	2024-25 ADJ PU (PRE)	31,321.92
56	2025-26 ADJ PU (EST)	29,119.80
57	2026-27 ADJ PU (EST)	28,345.40

VOLUNTARY PRE-K ADJUSTED ADM

58	2022-23 ADJ VPK ADM	185.40
59	2023-24 ADJ VPK ADM	187.20
60	2024-25 ADJ VPK ADM	360.00
61	2025-26 ADJ VPK ADM	308.40
62	2026-27 ADJ VPK ADM	308.40

VOL PRE-K ADJUSTED PUPIL UNITS

63	2022-23 ADJ VPK PU	185.40
64	2023-24 ADJ VPK PU	187.20
65	2024-25 ADJ VPK PU	360.00
66	2025-26 ADJ VPK PU	308.40
67	2026-27 ADJ VPK PU	308.40

PUPIL DATA CONT

SCHOOL READINESS PLUS ADJUST ADM

68	2022-23 ADJ SRP ADM	
69	2023-24 ADJ SRP ADM	
70	2024-25 ADJ SRP ADM	
71	2025-26 ADJ SRP ADM	
72	2026-27 ADJ SRP ADM	

SCHOOL READINESS PLUS PUPIL UNIT

73	2022-23 ADJ SRP PU	
74	2023-24 ADJ SRP PU	
75	2024-25 ADJ SRP PU	
76	2025-26 ADJ SRP PU	
77	2026-27 ADJ SRP PU	

(NOTE: VPK & SRP ADM AND PUPIL UNITS INCLUDED IN LINES (36-41), (42-46), (47-52), AND (53-57)

EXTENDED TIME ADM
ADM >1.0 CAPPED AT 0.2

78	2022-23 EXT ADM (ACT)	995.08
79	2023-24 EXT ADM (ACT)	999.90
80	2024-25 EXT ADM (PRE)	1,057.29
81	2025-26 EXT ADM (EST)	1,058.00
82	2026-27 EXT ADM (EST)	1,054.00
83	2027-28 EXT ADM (EST)	1,064.00

EXTENDED TIME PU

84	2022-23 EXT TIME PU	1,048.48
85	2023-24 EXT TIME PU	1,062.42
86	2024-25 EXT TIME PU	1,114.31
87	2025-26 EXT TIME PU	1,130.80
88	2026-27 EXT TIME PU	1,136.80

GENERAL EDUCATION REVENUE

BASIC REVENUE

100	FY2027 FORMULA ALLOW	7,705
57	2026-27 ADJ PU (EST)	28,345.40
101	BASIC REVENUE = (57)X(100) =	218,401,307.00

DECLINING ENROLLMENT REV

56	2025-26 ADJ PU (EST)	29,119.80
57	2026-27 ADJ PU (EST)	28,345.40

DECLINING ENROLLMENT REV CONT

102	DECLINING PUPIL UNITS = GREATER OF ZERO OR = (56)-(57) =	774.40
103	DECLINING ENROLL ALLOW = (100)X0.28 =	2,157.40
104	DECLINING ENROLL REV = (102)X(103) =	1,670,690.56

PENSION ADJUSTMENT REVENUE

105	PENSION ADJUST ALLOWANCE (FY2026 GEN ED REV REPORT, LINE 43)	70.07
106	INITIAL PENSION ADJ REV = (57)X(105) =	1,986,162.18
107	FY2026 RETIRE SALARY	282,194,031.61
108	PENSION ADJUST RATE	.0231
109	RETIRE PENSION ADJUST = (107)X(108) =	6,518,682.13
110	TOTAL PENSION ADJ REV = (106)+(109) =	8,504,844.31

GIFTED & TALENTED REVENUE

111	GIFTED & TALENTED REV = (57)X$13.00 =	368,490.20

EXTENDED TIME REVENUE

88	2026-27 EXT PU (EST)	1,136.80
112	EXTENDED TIME REVENUE = (88)X$5,117 =	5,817,005.60

COMPENSATORY REVENUE

113	FY2027 COMPENSATORY (FEB 25 FORECAST EST. SUBJECT TO CHANGE)=	56,757,570.96
114	COMPENSATORY PILOT	
115	TOTAL COMPENSATORY REV = (113)+(114) =	56,757,570.96

ENGLISH LEARNER (EL)

116	2026-27 ELIGIBLE EL ADM (EST) (7 YEAR LIMIT)	6,249.00
117	IF(116) = 0, ZERO; ELSE GTR OF 20, (116) =	6,249.00
118	EL REVENUE = (117)X$1,775 =	11,091,975.00
119	2026-27 ADM SRV (EST)	25,862.72
120	EL CONCENTRATION RATIO = (116)/(119) =	.24162192
121	EL CONCENTRATION FACTOR = LSR OF 1 OR (120)/0.115 =	1.00000000
122	EL PUPIL UNITS = (116)X(121) =	6,249.00
123	EL CONCENTRATION REV = (122)X$630 =	3,936,870.00
123.5	EL CROSS SUBSIDY (FEB 25 FORECAST EST. SUBJECT TO CHANGE) =	2,831,643.72
124	DISTRICT EL REV+EL CONCEN REV+ EL CROSS-SUB = (118)+ (123)+(123.5) =	17,860,488.72
125	BASIC SKILLS REVENUE = (115)+(124) =	74,618,059.68

SPARSITY REVENUE

126	ATTENDANCE AREA FOR SPARSITY	58.40
127	DIST TO NEAREST HS	
128	ISOLATION INDEX = [SQ RT (.55X(126))] +(127) =	5.7
129	ISOLATION INDEX RATIO = [(128)-23]/10, WITH MIN= 0 AND MAX= 1.5	
130	2026-27 ADM SRV, 7-12	9,883.55

SPARSITY REVENUE CONT

131 SECONDARY SPARSITY ADM RATIO = GREATER OF ZERO OR [400-(129)] /[400+(129)] =

132 SECONDARY SPARSITY REVENUE = [(100)-$530] X(128)X(129)X(131) OR MEMO =

133 ELEM SPARSITY REVENUE (SEE WEBSITE)

134 PRELIM SPARSITY REVENUE = (132)+(133) =

135 FY2026 SPARSITY REV (FY2026 GEN ED REV REPORT, LINE 88)

136 ELIGIBLE FOR CLOSED BUILDING ADJUSTMENT? NO

137 SPARSITY REVENUE IF (136)=YES, (137) = GTR OF (134) OR (135); ELSE (137) = (134)

SMALL SCHOOLS REVENUE

57 2026-27 ADJ PU (EST) 28,345.40

138 SMALL SCHOOLS RATIO = GTR OF ZERO OR [960-(57)]/960 =

139 SMALL SCHOOLS ALLOWANCE = (138)X$544 =

140 SMALL SCHOOLS REVENUE = (57)X(139) =

TRANSPORTATION SPARSITY

141 ATTENDANCE AREA 58.40

142 SQUARE MILES PER RES PU = (141)/(46) = .0011

143 SPARSITY INDEX = GTR OF (142) OR 0.2 = .2000

144 DENSITY INDEX = LSR OF (142) OR 0.2 BUT AT LEAST 0.005 = .0050

TRANSPORTATION SPARSITY CONT

145 PRELIMINARY TOTAL TRANSPORT ALLOWANCE = [(143) RAISED TO 0.26 POWER] X[(144) RAISED TO 0.13 POWER] X0.141X(100) = 359.03

146 TRANSPORTATION SPARSITY ALLOWANCE = GTR OF ZERO OR (145) -[.0466X(100)] =

147 INITIAL TRANSPORTATION SPARSITY REVENUE (57)X(146) =

148 FY2026 EST REG AND EXCESS TRANSP COST (FIN 720+DEP) (FROM FEB25 FORECAST) 8,481,504.91

149 FY2025 EST REG AND EXCESS TRANSP COST (FIN 720+DEP) (FROM FEB25 FORECAST) 8,447,767.16

150 FY2025 REG AND EXCESS TRANSP COST TIMES 105% = (149)X1.05 = 8,870,155.52

151 ADJUSTED TRANSP COST = LSR OF (148) OR (150) = 8,481,504.91

152 FY2026 BASIC REVENUE (2025-26 GEN ED REV REPORT LINE 39) 217,844,999.37

153 TRANSPORTATION PORTION OF FY2026 BASIC REVENUE = (152)X.0466 = 10,151,576.97

154 FY2026 TRANSP SPARSITY REV(2025-26 GEN ED REV REPORT, LINE 109)

155 FY2026 CHARTER TRANSP ADJ REV (2025-26 GEN ED REV REPORT, LINE 301)

156 REIMBURSEMENT OF TRANS FOR PREGNANT AND PARENTING TEENS

157 FY2026 TRANSP REV SUBTOTAL = (153)+(154) +(155)-(156) = 10,151,576.97

TRANSPORTATION SPARSITY CONT

158 TRANSP EXCESS COST = GTR OF ZERO OR (151)-(157) =

159 PUPIL TRANSP ADJ IF (158)=0, THEN (159)=0 ELSE (158)X0.35 =

160 TOTAL TRANSPORTATION SPARSITY REVENUE = (147)+(159) =

INITIAL GEN ED REVENUE

101 BASIC 218,401,307.00
104 DECLINING ENROLL 1,670,690.56
110 PENSION ADJUSTMENT 8,504,844.31
111 GIFTED & TALENTED 368,490.20
112 EXTENDED TIME 5,817,005.60
124 BASIC SKILLS 74,618,059.68
137 SPARSITY
140 SMALL SCHOOLS
160 TRANSPORT SPARSITY

161 INITIAL GENERAL ED REV = (101)+(104)+(110) +(111)+(112)+(124) +(137)+(140)+(160) = 309,380,397.35

OPERATING CAPITAL

162 AVE BUILDING AGE (EST) (NOT > 50 YEARS) 41.86

163 MAINTENANCE COST INDEX = 1+[.01X(162)] = 1.4186

164 OPERATING CAPITAL ALLOWANCE = $79 +[$109X(163)] = 233.63

165 MENSTRUAL PRODUCTS/OPIATE ANTOGONISTS ALLOWANCE = $2 = 2.00

166 YEAR ROUND PU SERVED 208.45

167 OPERATING CAP REVENUE = (57)X(164) +(57)X(165) +(166)X$31 = 6,685,488.55

168 UNEQUALIZED REVENUE = (57)X(165) = 56,690.80

LOCAL OPTIONAL REVENUE

169 MAXIMUM LOCAL OPTIONAL ALLOWANCE 724

170 FY2027 ACTUAL LOCAL OPTIONAL ALLOWANCE 724.00

57 2026-27 ADJ PU (EST) 28,345.40

171 LOCAL OPTIONAL REVENUE = (170)X(57) = 20,522,069.60

172 TIER 1 LOR CAP/APU 300

173 TIER 2 LOR CAP/APU 724

174 TIER 1 LOR = LSR OF = (170) OR (172) = 300.00

175 TIER 2 LOR = [LSR OF 170 OR (173)]-(174) = 424.00

176 TOTAL, TIER 1 = (57)X(174) = 8,503,620.00

177 TOTAL, TIER 2 = (57)X(175) = 12,018,449.60

REFERENDUM ALLOWANCES

EXIST AUTHORITY AFTER REFERENDUM SIMPLIFICATION

REF AUTH W/O INFLATION

178 FY2026 AUTHORITY (FY2026 GEN ED REV REPORT, LINE 132)

179 PHASEOUT OF LINE (178)

180 ADDED BY ELECTIONS HELD IN CY 2024 WITH DELAY

181 FY2027 W/O INFLATION RESULTS BEFORE ELECTIONS

REF AUTH WITH INFLATION

182 FY2026 AUTHORITY WITH INFLATION (FY2026 GEN ED REV REPORT, LINE 142) 2,391.18

183 PHASEOUT OF LINE (182)

184 FY2027 RESULT BEFORE INFLATION ADJUSTMENT = (182)-(183) = 2,391.18

185 FY2027 ANNUAL INFLATION FACTOR 1.0237

186 FY2027 RESULT AFTER INFLATION ADJUSTMENT = (184)X(185) = 2,447.85

187 PERMANENT SUBTRACTION AMOUNT SUBJECT TO CPI

188 CPI APPLIED TO PERMANENT SUBTRACTION = (187)X[(185)-1] =

189 ADDED BY ELECTIONS HELD IN CY 2024 WITH DELAY

190 FY2027 WITH INFLATION RESULTS BEFORE ELECTIONS = (186)+(188)+(189) = 2,447.85

191 FY2027 $/APU UNCAPPED TOTAL, ALL AUTHORITIES = (181)+(190) = 2,447.85

NEW ELECTIONS WITHOUT INFLATION

192 FY2027 AUTHORITY CANCELLED BY ELECTIONS HELD IN CY 2025

193 FY2027 $/APU ADDED BY ELECTIONS HELD IN CY 2025

NEW ELECTIONS WITH INFLATION

194 FY2027 AUTHORITY CANCELLED BY ELECTIONS HELD IN CY 2025

195 FY2027 $/APU ADDED BY ELECTIONS HELD IN CY 2025

196 FY2027 $/APU UNCAPPED TOTAL, ALL AUTHORITIES = (191)-(192)+(193) -(194)+(195) = 2,447.85

REFERENDUM CAPS

197 INFLATION FACTOR AS SET IN STATUTE 1.2699

198 STANDARD CAP = [2079.50X(197)] - $300= 2,340.76

199 FY2027 ALT CAP STARTING POINT FY 2021 GENED REV RPT, LINE (137)+$300 = 2,163.20

200 FY2027 ALT CAP =[(199)X(197)] -$300 = 2,447.05

137 SPARSITY REVENUE

201 CAP ON AUTHORITY PER APU: IF (137) > 0 THERE IS NO CAP; ELSE (201) = GTR OF (198) OR (200) = 2,447.05

202 FY2027 $/ADJ PU, CAPPED TOTAL = LSR OF (196) OR (201) = 2,447.05

57 2026-27 ADJ PU (EST) 28,345.40

203 FY2027 REFER REVENUE = (57)X(202) = 69,362,611.07

TRANSITION REVENUE

204	TRANSITION ALLOWANCE (FY 2015 GEN ED REVENUE REPORT, LINE 186)	187.12
205	TRANSITION REVENUE = (57)X(204) =	5,303,991.24

EQUITY REVENUE

206	METRO 5TH PERCENTILE	8,015.96
207	METRO 95TH PERCENTILE	10,379.48
208	METRO GAP = (207)-(206) =	2,363.52
209	RURAL 5TH PERCENTILE	8,005.00
210	RURAL 95TH PERCENTILE	10,418.80
211	RURAL GAP = (210)-(209) =	2,413.80
212	DISTRICT'S REGION: METRO=MET; RURAL=RUR	MET
213	DIST'S REGION'S EQUITY GAP = (208) OR (211) =	2,363.52
214	DIST'S REGION'S 95TH PCT = (207) OR (210)=	10,379.48
215	DISTRICT'S REVENUE/PU FOR EQUITY PURPOSES = [(101)+(203)+(205)+ [(172)X(57)]/(57) =	10,639.17
216	DISTRICT'S EQUITY GAP = GREATER OF ZERO OR (214)-(215) =	
217	EQUITY INDEX = (216)/(213) =	
218	= $80X(217) =	
219	INITIAL EQUITY ALLOW IF (216) = 0 THEN (219) = 0 ELSE (219)= $14+(218)	
57	2026-27 ADJ PU (EST)	28,345.40
220	= (57)X(219) =	
221	FY2027 STATE AVERAGE REF REV & TIER 1 LOR	1,484.69
222	= 0.10X[(221)] =	148.47

EQUITY REVENUE CONT

202	FY2027 DISTRICT REFERENDUM REV/ADJ PU	2,447.05
172	TIER 1 LOR CAP/APU	300.00
223	= GTR OF ZERO OR [(222)-(202)-(172)] =	
57	2026-27 ADJ PU (EST)	28,345.40
224	= LSR OF $100,000 OR [(57)X(223)] =	
225	= (220)+(224) =	
226	BOTH RUR AND MET = 0.25X(225) =	
57	2026-27 ADJ PU (EST)	28,345.40
227	= $50.00X(57) =	1,417,270.00
228	EQUITY REVENUE = (225)+(226)+(227) =	1,417,270.00

OPERATING CAPITAL AIDS & LEVIES

167	OPERATING CAP REVENUE	6,685,488.55
168	UNEQUALIZED REVENUE = (57)X(165) =	56,690.80
229	OPERATING CAPITAL REVENUE SUBJECT TO EQUALIZATION = (167)-(168) =	6,628,797.75
30	2024 ANTC	797,330,559
57	2026-27 ADJ PU (EST)	28,345.40
230	FY2027 ANTC/ADJ PU = (30)/(57) =	28,129.10
231	LEVY RATIO FOR OPER CAP = LESSER OF 1 OR (230)/$22,912 =	1.00000000
232	OPERATING CAPITAL EQUAL LIMIT = (229)X(231) =	6,628,797.75
233	OPERATING CAP AID = (167)-(232) =	56,690.80

LOCAL OPTIONAL AIDS & LEVIES

176	TOTAL, TIER 1 = (57)X(174) =	8,503,620.00
177	TOTAL, TIER 2 = (57)X(175) =	12,018,449.60
10	2024 RMV	63,320,315,919
46	2026-27 RES PU (EST)	52,290.40
234	FY2027 RMV/RES PU = (10)/(46) =	1,210,935.77
235	LEVY RATIO FOR LOCAL OPTIONAL TIER 1 = LESSER OF 1 OR (234)/$880,000 =	1.00000000
236	LEVY RATIO FOR LOCAL OPTIONAL TIER 2, EQUITY, TRANSITION = LESSER OF 1 OR (234)/$671,345 =	1.00000000
237	TIER 1 LOR LEVY = (176)X(235) =	8,503,620.00
238	TIER 2 LOR LEVY = (177)X(236) =	12,018,449.60
239	TIER 1 LOR AID = (176)-(237) =	
240	TIER 2 LOR AID = (177)-(238) =	

EQUITY AIDS & LEVIES

228	EQUITY REVENUE	1,417,270.00
241	LEVY RATIO FOR EQUITY = (234)/$510,000 =	1.00000000
242	EQUITY LIMIT = (228)X(241) =	1,417,270.00
243	EQUITY AID = (228)-(242) =	

TRANSITION AIDS & LEVIES

205	TRANSITION REVENUE	5,303,991.24
244	LEVY RATIO FOR TRANSITION = LSR OF 1 OR (234)/$510,000 =	1.00000000

TRANSITION AIDS & LEVIES CONT

245 TRANSITION LIMIT
= (205)X(244) = 5,303,991.24

246 TRANSITION AID
= (205)-(245) =

REFERENDUM AIDS & LEVIES

202 REFER $/APU
ALL AUTHORITIES 2,447.05

247 TIER 1 CAP/APU 460
248 TIER 2 CAP/APU
= 0.25X(100)-$300 = 1,626.25

137 SPARSITY REVENUE

249 TIER 2 CAP/APU
IF (137) > ZERO
THEN (249) = 9,999.99
ELSE (249) = (248) 1,626.25

BREAKDOWN OF $/APU
BY TIER, ALL AUTHORITIES

250 TIER 1 = LSR OF
(202) OR (247) = 460.00

251 TIER 2 = [LSR OF (202)
OR (249)]-(250) = 1,166.25

252 UNEQUALIZED
= (202)-(250)
-(251) = 820.80

BREAKDOWN OF REFERENDUM
REVENUES

203 REFERENDUM REVENUE
ALL AUTHORITIES 69,362,611.07

253 TOTAL, TIER 1
= (57)X(250) = 13,038,884.00

254 TOTAL, TIER 2
= (57)X(251) = 33,057,822.75

255 TOTAL, UNEQUALIZED
= (203)-(253)-(254) = 23,265,904.32

REFERENDUM LEVY PORTIONS

234 FY2027 RMV/RES PU 1,210,935.77

256 TIER 1 = LSR OF 1
OR (234)/$567,000 = 1.00000000
257 TIER 2 = LSR OF 1
OR (234)/$290,000 = 1.00000000

INITIAL REFERENDUM LEVY

258 TIER 1 LEVY
= (253)X(256) = 13,038,884.00
259 TIER 2 LEVY
= (254)X(257) = 33,057,822.75
255 UNEQUALIZED LEVY 23,265,904.32

260 TOTAL = (258)
+(259)+(255) = 69,362,611.07

INITIAL REFERENDUM AID

261 TIER 1 AID
= (253)-(258) =
262 TIER 2 AID
= (254)-(259) =
263 TOTAL AID
= (261)+(262) =

EQUALIZATION AID LIMIT

100 FY2027 FORMULA ALLOW 7,705
57 ADJ PU (EST) 28,345.40

264 REFERENDUM EQUALIZATION AID LIMIT
= [[0.25X(100)]
-$300]X(57) = 46,096,706.75

265 REFERENDUM EQUALIZATION AID CAP
= GRT OF (263)-(264)
OR 0 =

REFERENDUM LEVY WITH AID LIMIT

266 TIER 1 LEVY
= (258)+(265) = 13,038,884.00
259 TIER 2 LEVY = 33,057,822.75
255 UNEQUALIZED LEVY = 23,265,904.32

267 TOTAL = (266)
+(259)+(255) = 69,362,611.07

REFERENDUM AID WITH AID LIMIT

268 TIER 1 AID
= (261)-(265) =
262 TIER 2 AID =

269 TOTAL AID
= (268)+(262) =

TAX BASE REPLACEMENT
AID (TBRA)

270 ADJ INITIAL TBRA
(FROM TBRA PHASEOUT
REPORT, LINE 11) 11,887.79

271 CONVERTED ADJ FY 2002
REF AUTHORITY
(FY 2015 GENERAL
EDUC REVENUE REPORT,
LINE 254) 487.11

272 UNCAPPED REF AND LOR ALLOWANCE
= (174)+(196) = 2,747.85

273 PRORATED TBRA
= LSR OF (270) OR
[(270)X(272)/(271)] = 11,887.79

274 REF AND LOR REV
= (176)+(203) = 77,866,231.07

275 CAPPED TBRA = LSR OF
(273) OR (274) = 11,887.79

INITIAL REVENUES ARE REDUCED TO
MAKE TAX BASE REPLACEMENT AID
REVENUE-NEUTRAL. REVENUE COMPONENTS
ARE REDUCED IN THE FOLLOWING ORDER:

276 TIER 2 REF AID
277 TIER 1 REF AID
278 TIER 1 LOR AID
279 TIER 1 LOR LEVY 11,887.79
280 TIER 1 REF LEVY
281 TIER 2 REF LEVY
282 UNEQL REF LEVY

***APPLYING THESE REDUCTIONS: ***

275	TAX BASE REPLACE AID	11,887.79
283	TIER 1 REF AID = (268)-(277) =	
284	TIER 2 REF AID = (262)-(276) =	
285	TIER 1 LOR AID = (239)-(278) =	
286	TIER 1 LOR LEVY = (237)-(279) =	8,491,732.21
287	TIER 1 REF LEVY = (266)-(280) =	13,038,884.00
288	TIER 2 REF LEVY = (259)-(281) =	33,057,822.75
289	UNEQL REF LEVY = (255)-(282) =	23,265,904.32
290	REFER AND LOR TIER 1 EQUALIZATION AID BEFORE AID GUARANTEE = (275)+(283) +(284)+(285) =	11,887.79
291	REFERENDUM AND LOR LEVY BEFORE AID GUARANTEE = (286)+(287) +(288)+(289) =	77,854,343.28

REFERENDUM AID GUARANTEE

292	FY 2015 REFERENDUM AID INCREASE FROM GUARANTEE (FY 2015 GEN ED REV REPORT, LINE 276)	
293	FY 2015 REFERENDUM REV (FY 2015 GEN ED REV REPORT, LINE 289)	59,145,669.80
294	FY 2015 LOCATION EQUITY REVENUE (FY 2015 GEN ED REV REPORT LINE 198)	16,168,875.36
295	FY 2015 COMBINED REVENUE = (293)+(294) =	75,314,545.16
296	FY 2015 REFERENDUM EQUALIZATION PLUS HOLD HARMLESS AID (FY 2015 GENERAL EDUC REVENUE REPORT, LINES 276 & 287)	3,746,178.17

REFERENDUM AID GUARANTEE CONT

297	FY 2015 LOCATION EQUITY AID (FY 2015 GENERAL EDUC REVENUE REPORT, LINE 197)	
298	FY 2015 COMBINED AID FOR GUARANTEE = (296)+(297) =	3,746,178.17
299	FY2027 COMBINED REVENUE = (171)+(203) =	89,884,680.67
300	FY2027 COMBINED INITIAL AID = (240)+(290) =	11,887.79
301	REVENUE RATIO = LESSER OF 1 OR [(299)/(295)] =	1.00000000
302	2012 RMV	32,347,021,055
10	2024 RMV	63,320,315,919
303	RMV RATIO = LESSER OF 1 OR [(302) /(10)] =	.51084744
304	FY2027 MINIMUM COMBINED AID = (298)X(301)X(303) =	1,913,725.53
305	FY2027 REFERENDUM HOLD HARMLESS AID INCREASE IF (292) = 0 THEN 0, ELSE GREATER OF 0 OR [(304)-(300)] =	

INITIAL LEVIES ARE REDUCED TO MAKE THE REFER AID GUARANTEE REVENUE-NEUTRAL. LEVY COMPONENTS ARE REDUCED IN THE FOLLOWING ORDER:

306 TIER 1 LOR LEVY
307 TIER 1 REF LEVY
308 TIER 2 REF LEVY
309 UNEQL REF LEVY

LOCAL OPT AID & LEVY SUMMARY AFTER REF AID GUARANTEE

310	TIER 1 LOR LEVY = (286)-(306) =	8,491,732.21
238	TIER 2 LOR LEVY = (238) =	12,018,449.60

OPT AID & LEVY SUMMARY CONT

311	LOCAL OPTIONAL LEVY LIMIT = (238)+(310) =	20,510,181.81
312	LOCAL OPTIONAL AID = (240)+(278)+(279) = = (285)+(306) =	11,887.79

REF AID & LEVY SUMMARY AFTER REF AID GUARANTEE

313	TIER 1 REF LEVY = (287)-(307) =	13,038,884.00
314	TIER 2 REF LEVY = (288)-(308) =	33,057,822.75
315	UNEQL LEVY = (289)-(309) =	23,265,904.32
316	TOTAL REFERENDUM LEVY = (313)+(314)+(315) =	69,362,611.07
317	TOTAL REFERENDUM EQUALIZATION AID = (275)+(283)+(284) +(307)+(308)+(309) -(278)-(279) =	

ALTERNATIVE ATTENDANCE ADJUST (CHARTER TRANSPORT AND MN STATE ACAD ADJ'S ONLY)

145	TRANSPORT ALLOWANCE	359.03
318	ADJ PU OF CHARTER SCHOOLS TRANSPORTED BY DISTRICT	
319	EXT TME PU OF CHARTER SCHOOLS TRANSPORTED BY DISTRICT	
320	CHARTER ALT ATTENDANCE ADJUST = (145)X(318) +$223X(319) =	
321	2026-27 RES PU ATTENDING MN STATE ACADEMIES	5.17
322	MN STATE ACADEMIES ALT ATTENDANCE ADJ = -(100)X(321) =	39,834.85-
323	ALT ATTEND ADJUST TO AID = (320)+(322) =	39,834.85-

GENERAL ED REVENUE SUMMARY

101	BASIC	218,401,307.00
104	DECLINING ENROLL	1,670,690.56
110	PENSION ADJUSTMENT	8,504,844.31
111	GIFTED & TALENTED	368,490.20
112	EXTENDED TIME	5,817,005.60
124	BASIC SKILLS	74,618,059.68
137	SPARSITY	
140	SMALL SCHOOLS	
160	TRANSPORT SPARSITY	
167	OPERATING CAPITAL	6,685,488.55
171	LOCAL OPTIONAL	20,522,069.60
203	REFERENDUM	69,362,611.07
205	TRANSITION	5,303,991.24
228	EQUITY REVENUE	1,417,270.00
323	ALT ATTENDANCE ADJ	39,834.85-
324	TOTAL GENERAL REVENUE = (101)+(104)+(110) +(111)+(112)+(124) +(137)+(140)+(160) +(167)+(171)+(203) +(205)+(228)+(323) =	412,631,992.96

GENERAL AIDS & LEVIES

232	OPERATING CAP LEVY	6,628,797.75
242	EQUITY LEVY	1,417,270.00
245	TRANSITION LEVY	5,303,991.24
311	LOCAL OPTIONAL	20,510,181.81
316	TOTAL REFERENDUM LEVY	69,362,611.07
325	TOTAL GENERAL ED LEVY = (232)+(242)+(245) +(311)+(316) =	103,222,851.87
326	TOTAL GENERAL ED AID = (324)-(325) =	309,409,141.09

ALTERNATIVE TEACHER COMP REV

327	ENROLLMENT AS OF OCT 1, 2024 AT PARTICIPATING SITES (FY2026 GENERAL EDUC RPT, LINE 317)	29,926.00
328	EST ENROLLMENT AS OF OCTOBER 1, 2025 AT PARTICIPATING SITES = (327)X[(50)/(49)] =	27,778.27
329	ALTERNATIVE TEACHER COMPENSATION REVENUE = $260.00X(328) =	7,222,350.20

ALT TEACHER COMP AIDS & LEVIES

330	ALT COMP REVENUE	7,222,350.20
331	ALT COMP BASIC AID = 0.65X(330) =	4,694,527.63
332	BASIC AID PRORATION	1.00000000
333	PRORATED BASIC AID = (331)X(332) =	4,694,527.63
334	PRO BASIC AID TO LEVY = (331)-(333) =	
335	ALT COMP LEVY REVENUE = (330)-(331)+(334) =	2,527,822.57
230	FY2027 ANTC/ADJ PU	28,129.10
336	ALT COMP LEVY RATIO = LESSER OF 1 OR [(230)/$6,100] =	1.00000000
337	ALT TEACHER COMP LEVY = (335)X(336) =	2,527,822.57
338	ALT COMP EQUALIZATION AID = (330)-(333)-(337) =	

MISCELLANEOUS AIDS

ESTIMATES OF FY2027 MISC AIDS BELOW ARE BASED ON END OF SESSION 2025 FORECAST. PLEASE NOTE THAT THESE ARE ROUGH ESTIMATES AND MAY CHANGE SIGNIFICANTLY WHEN UPDATED DATA BECOMES AVAILABLE.

339	SPEC ED REGULAR BEFORE TUITION ADJ	90,821,624.51
340	NET TUITION ADJUST	38,968,781.23-
341	EXCESS COST AID	19,113,086.39
342	HOLD HARM/GROWTH LMT	
343	CROSS SUB REDUC AID	32,484,193.82
344	TOTAL SPECIAL EDUC AID = (339) TO (343) =	103,450,123.49
345	FY 2027 NON-PUBLIC TRANSPORTATION AID	1,679,769.61

ACHIEVEMENT AND INTEGRATION REVENUE

57	2026-27 ADJ PU (EST)	28,345.40
346	FY2027 EST INITIAL BUDGET	12,711,055.00
347	FY2027 EST INCENTIVE BUDGET	280,370.00
348	FY2027 ADJ INITIAL BUDGET = (346)X1.003 =	12,749,188.17
349	OCT 1, 2024 ENROLL OF PROTECTED STUDENTS	19,093.00
350	EST OCT 1, 2025 ENROLL OF PROTECTED STUDENTS = (349) =	19,093.00
351	OCT 1, 2024 TOTAL ENROLLMENT	29,928.00
352	EST OCT 1, 2025 TOTAL ENROLLMENT = (351) =	29,928.00
353	PROTECTED ENROLLMENT RATIO = (350)/(352) =	.63796445
354	INITIAL ACHIEVE & INTEG REVENUE FORMULA = IF (346) > 0 = $350 X(57)X(353) =	6,329,175.13
355	INTEG HOLD HARMLESS (FROM FY2026 INTEG REV RPT, LINE 11)	6,450,742.17
356	INITIAL ACHIEVE & INTEG REVENUE = LSR OF (348) OR [(354)+(355)] =	12,749,188.17
357	INCENTIVE REV = LSR OF(347) OR [(57)X$10] =	280,370.00
358	ACHIEVE & INTEG REVENUE = (356)+(357) =	13,029,558.17
359	ACHIEVE & INTEG LEVY = (358)X.30 =	3,908,867.45
360	TRANSFER TO MDE IF (356) = (348) THEN (360) = (348)-(346) ELSE (360) = (356)X.013 =	38,133.17
361	ACHIEVE & INTEG AID = (358)-(359)-(360) =	9,082,557.55

REEMPLOYMENT INSURANCE LEVY

362 EST FY2026 EXPEND 1,300,000.00

363 INITIAL REEMPLOYMENT LEVY
= 100% OF (362) = 1,300,000.00

SAFE SCHOOLS LEVY

364 SAFE SCH LVY REQUEST? YES
57 2026-27 ADJ PU (EST) 28,345.40

365 SAFE SCH LEVY LIMIT
= $36X(57) = 1,020,434.40

SAFE SCHOOLS INTERMEDIATE LEVY

366 SAFE SCH INTERMEDIATE
LEVY REQUEST? NO

367 INTERMEDIATE LEVY
ALLOWANCE <= $15

368 SAFE SCH INTERMEDIATE
LIMIT = (57)X(367) =

JUDGMENT LEVY

369 DISTRICT JUDGMENTS
370 INTERMED JUDGMENTS
371 JUDGMENT LIMIT
= (369)+(370) =

ICE ARENA LEVY

372 FY2025 NET OPR COSTS
373 ICE ARENA LEVY LIMIT
= 100% OF (372) =

FY2026 CAREER & TECHNICAL

374 SHARE OF FY2026 EST
COOPERATIVE BUDGET

375 FY2026 ESTIMATED
DISTRICT BUDGET 2,682,252.00

376 FY2026 EST BUDGET
= (374)+(375) = 2,682,252.00

377 PRELIMINARY REVENUE
= .35X(376) = 938,788.20

FY2026 CAREER & TECH CONT

378 LAST YEAR REVENUE
(FY2025 CTE AID
REPORT, LINE 11) 1,385,899.99

379 REVENUE GUARANTEE
= LESSER OF (376)
OR (378) = 1,385,899.99

380 PRELIMINARY REVENUE
= GREATER OF (377)
OR (379) = 1,385,899.99

381 REVENUE ALLOCATION FOR
CAREER TECH PER
MS 124D.4531, SUBD 5

382 CAREER TECH REVENUE
= (380)+(381) = 1,385,899.99

29 2023 ANTC 873,850,457
56 2025-26 ADJ PU (EST) 29,119.80

383 FY2026 ANTC/ADJ PU
= (29)/(56) = 30,008.81

384 LEVY RATIO FOR CTE
= LESSER OF 1 OR
(383)/$7,612 = 1.00000000

385 CAREER TECH LEVY LIMIT
= (382)X(384) = 1,385,899.99

386 EST CAREER TECH AID
= (382)-(385) =

ANNUAL OTHER POSTEMPLOYMENT
BENEFITS (OPEB)

387 AUTHORITY REQUESTED BY
DISTRICT BASED UPON
FY2025 EXPENSES PAID 1,439,775.79

388 PRORATION FACTOR TO
REFLECT STATEWIDE CAP 1.00000000

389 ANNUAL OPEB LEVY LIMIT
= (387)X(388) = 1,439,775.79

CAPITAL RELATED LEVY LIMITS

LONG TERM FAC MAINT REV (LTFM)

400 LTFM PLAN
APPROVAL STATUS APPROVED

INITIAL LTFM REVENUE

57 2026-27 ADJ PU (EST) 28,345.40
401 AVE BLDG AGE (EST)
(NO MAX AGE LIMIT) 62.87

402 BLDG AGE RATIO = LSR
OF 1 OR (401)/35 = 1.00000000

403 INITIAL LTFM REVENUE =
$380X(57)X(402) = 10,771,252.00

ADDITIONAL LTFM REVENUE
FOR QUALIFIED H&S
PROJECTS > $100,000

766 NET DEBT SERVICE FOR
EXISTING REGULAR
ALT FAC/H&S BONDS 1B

404 NET DEBT SERVICE FOR
PORTION OF EXISTING
ALT FAC BONDS 1A FOR
QUALIFIED H&S PROJ

767 NET LTFM REQ DEBT FOR
ELIG H&S>$100K

770 NET LTFM REQ DEBT FOR
ELIG ROOFING >$100K

405 NEW PAYGO LTFM LEVY
FOR ELIG H&S>$100K

406 NEW PAYGO LTFM LEVY FOR
ELIG ROOFING>$100K

407 TOTAL ADDL LTFM REV
FOR PROJECTS >$100K
= (404)+(405)+(766)
+(767)+(770)+(406) =

ADDITIONAL LTFM REVENUE FOR
FOR QUALIFIED VOLUNTARY PRE-K

768 NET LTFM REQ DEBT SERVICE FOR VPK 130,824.46

408 NEW PAYGO LTFM LEVY FOR VPK

409 TOTAL LTFM REVENUE UNDER NEW LAW = (403)+(407) +(408)+(768) = 10,902,076.46

OLD LAW HEALTH & SAFETY (H&S)

410 OLD LAW HEALTH & SAFETY REVENUE = FY2027 ESTIMATED H&S COST = 3,878,306.00

411 REG ALT FAC PAYGO REVENUE APPROVED FOR FY2027

412 ALT FAC/H&S PAYGO REV FOR NEW APPROVALS

413 PAYGO REVENUE FOR ALT FAC AND AF/H&S = (411)+(412) =

406 NEW PAYGO LTFM LEVY FOR ELIG ROOFING>$100K

765 NET DEBT SERVICE FOR EXISTING AND NEW REGULAR ALT FAC BONDS 1A 10,647,720.09

766 NET DEBT SERVICE FOR EXISTING AND NEW REGULAR ALT FAC/H&S BONDS 1B

767 NET LTFM REQ DEBT FOR ELIG H&S>$100K

414 NET LTFM REQ DEBT FOR ALL OTHER PROJECTS FOR ALT FAC 1A, IF (416) = NO THEN (769), ELSE 0 = 29,984,398.83

768 NET LTFM REQ DEBT SERVICE FOR VPK 130,824.46

770 NET LTFM REQ DEBT FOR ELIG ROOFING >$100K

OLD LAW H&S CONT

408 NEW PAYGO LTFM LEVY FOR VPK

415 TOTAL OLD LAW ALT FAC AND AF/H&S REVENUE = (408)+(413)+(414) +(765)+ (766)+(767) +(768)+(406)+(770) = 40,762,943.38

OLD LAW DEFERRED MAINTENANCE

416 ELIGIBLE FOR OLD LAW DEF MAINT REVENUE? NO

417 OLD LAW DEFERRED MAINTENANCE REVENUE = (403)X$64/$380 =

418 TOTAL OLD LAW FORMULA REVENUE FOR HOLD HARMLESS = (410)+(415)+(417) = 44,641,249.38

LTFM REVENUE

419 LTFM REVENUE FOR SCHOOL DISTRICT PROJECTS = GREATER OF (409) OR (418) = 44,641,249.38

420 DISTRICT REQUESTED REDUCTION FROM MAXIMUM (FROM LIS SYSTEM)

421 DISTRICT LTFM REVENUE = (419)-(420) = 44,641,249.38

422 DISTRICT SHARE OF ELIGIBLE COOP/INTERMED LTFM PROJECTS

423 TOTAL LTFM REVENUE = (421)+(422) = 44,641,249.38

LTFM TOTAL AIDS & LEVIES

57 2026-27 ADJ PU (EST) 28,345.40

424 LTFM EQUALIZED REVENUE = LSR OF (419), (421), OR $380X(57) = 10,771,252.00

35 2024 AG MODIFIED ANTC FOR LTFM REVENUE 797,322,427

LTFM TOTAL AIDS & LEVIES CONT

54 2023-24 ADJ PU (ACT) 31,215.74

425 FY2024 ANTC PER APU = (35)/(54) = 25,542.32

426 STATEWIDE ANTC/APU 13,658.23

427 LTFM EQUAL FACTOR = 125.5% OF (426) = 17,141.08

428 LTFM LEVY RATIO = LSR OF 1 OR (425)/(427) = 1.00000000

429 LTFM AID RATIO = 1-(428) =

430 LTFM INITIAL EQUAL AID = (424)X(429) =

431 LTFM INITIAL EQUALIZED LEVY = (424)-(430) = 10,771,252.00

432 2015 TOTAL ALT FAC GRANDFATHER AID 11,000,000.00

433 TOTAL LTFM EQUAL AID = GREATER OF (430) OR (432) = 11,000,000.00

434 TOTAL LTFM EQUAL LEVY = GTR OF ZERO OR (424)-(433) =

435 TOTAL LTFM UNEQUAL LEVY = GTR OF ZERO OR (423)-(433)-(434) = 33,641,249.38

436 TOTAL LTFM LEVY = (434)+(435) = 33,641,249.38

DEBT SERV PORTION OF LTFM REV

765 NET ALT FAC REG DEBT 10,647,720.09
766 NET ALT FAC/H&S DEBT

767 NET LTFM REQ DEBT FOR ELIG H&S>$100K

768 NET LTFM REQ DEBT SERVICE FOR VPK 130,824.46

769 NET LTFM REQ DEBT FOR ALL OTHER PROJECTS 29,984,398.83

DEBT SERV PORT LTFM REV CONT

770 NET LTFM REQ DEBT FOR ALL OTHER PROJECTS

771 TOTAL DEBT SERVICE LTFM REVENUE = (765)+(766)+(767) +(768)+(769)+(770) = 40,762,943.38

437 LTFM DEBT SERV EQUAL REVENUE = LESSER OF (424) OR (771) = 10,771,252.00

429 LTFM AID RATIO

438 LTFM DEBT INITIAL EQUAL AID = (437)X(429) =

439 LTFM DEBT EQUAL AID = GREATER OF (432) OR (438) BUT NOT MORE THAN (771) = 11,000,000.00

440 LTFM DEBT EQUAL LEVY = GTR OF ZERO OR (437)-(439) =

441 LTFM DEBT UNEQUAL LEVY = GTR OF ZERO OR (771)-(439)-(440) = 29,762,943.38

GEN FUND PORTION OF LTFM REV

423 TOTAL LTFM REVENUE 44,641,249.38

442 TOTAL GENERAL FUND LTFM REVENUE = (423)-(771) = 3,878,306.00

443 LTFM GEN FUND EQUAL REV = (424)-(437) =

444 LTFM GEN FUND EQUAL AID = (433)-(439) =

445 GEN FUND LTFM EQUAL LIMIT = GTR OF ZERO OR (443)-(444) =

446 GEN FUND LTFM UNEQUAL LIMIT = GTR OF ZERO OR (442)-(444)-(445) = 3,878,306.00

447 TOTAL GEN FUND LTFM LEVY = (445)+(446) = 3,878,306.00

DISABLED ACCESS LIMIT

448 FY 1992 - FY2027 APPROV DIS ACC COSTS 300,000.00

449 MAXIMUM = GTR OF (JUNE 1991 COMPONENT DISTS X 150,000) OR 300,000 = 300,000.00

450 LSR OF (448) OR (449) 300,000.00

451 FIRST YEAR DISABLED ACCESS LEVY CERTIFIED 1992

452 LAST YEAR TO CERTIFY = (451)+7 YEARS = 1999

453 TOTAL CUM CERT LEVY (PAY 93 TO PAY 24) 300,000.00

454 CERT LEVY PAY 2025

455 TOTAL CERTIFIED LEVY = (453)+(454) = 300,000.00

456 DISABLED ACCESS LIMIT = GREATER OF ZERO OR (450)-(455) =

LEASE LEVY LIMITATION

DISTRICT'S SHARE OF JOINT LEASE FOR INTERMEDIATE DISTRICTS 287, 288, 916 AND 917

APPROVED INTERMEDIATE OPERATING

ADMINISTRATIVE SPACE

457 FY2026 JOINT

458 FY2027 JOINT

INSTRUCTIONAL/STORAGE

459 FY2026 JOINT

460 FY2027 JOINT

461 TOT INTERMEDIATE OPERATING = (457) TO (460) =

APPROVED INTERMED CAPITALIZED

ADMINISTRATIVE SPACE

462 FY2026 JOINT

463 FY2027 JOINT

INSTRUCTIONAL/STORAGE

464 FY2026 JOINT

465 FY2027 JOINT

EXCESS FUNDS CAP LEASE

466 FY2026 JOINT

467 FY2027 JOINT

468 TOT INTERMEDIATE CAPITALIZED = SUM[(462) TO (465)] -(466)-(467) =

469 TOT INTERMEDIATE LEASE COSTS = (461)+(468) =

57 2026-27 ADJ PU (EST) 28,345.40

470 INTERMEDIATE PUPIL UNIT MAX LIMIT = $65X(57) =

471 INTERMEDIATE LEASE LIMIT = LSR (469) OR (470) =

472 INTERMEDIATE CARRYOVER (INCL IN REGULAR LEASE LIMIT) = (469)-(471) =

APPROVED REG OPERATING LEASES

ADMINISTRATIVE SPACE

473 FY2026 NONJOINT

474 FY2027 NONJOINT

INSTRUCTIONAL/STORAGE

475 FY2026 NONJOINT 1,490,491.60

476 FY2027 NONJOINT

477 REG OPERATING LEASES = SUM (473) TO (476)= 1,490,491.60

APPROVED REGULAR
CAPITALIZED LEASES

ADMINISTRATIVE SPACE

478 FY2026 NONJOINT
479 FY2027 NONJOINT

INSTRUCTIONAL/STORAGE

480 FY2026 NONJOINT
481 FY2027 NONJOINT

EXCESS FUNDS CAP LEASE

482 FY2026 NONJOINT
483 FY2027 NONJOINT

484 REG CAPITALIZED LEASES = [SUM (478) TO (481)] -[(482)+(483)] =

485 TOTAL APPROVED REGULAR LEASE COST & CARRYOVER = (472)+(477)+(484) = 1,490,491.60

57 2026-27 ADJ PU (EST) 28,345.40
486 REG PUPIL UNIT MAXIMUM LIMIT = $212X(57) = 6,009,224.80

487 COMM APPROVED LIMIT

488 REGULAR MAX LIMIT = GTR OF (486) OR (487) = 6,009,224.80

489 REGULAR LEASE LIMIT = LSR OF (485) OR (488) = 1,490,491.60

490 TOTAL LEASE LEVY LIMIT = (471)+(489) = 1,490,491.60

INITIAL CAPITAL RELATED LEVIES

232 OPERATING CAPITAL 6,628,797.75
447 LT FAC MAINTENANCE 3,878,306.00
456 DISABLED ACCESS
490 LEASE LEVY 1,490,491.60
491 COOP BLDG REPAIR
492 OTHER CAPITAL (MEMO)
493 CAP PROJECTS REFER 36,344,809.79

494 CAPITAL RELATED LIMITS = (232)+(447)+(456) +(490)+(491)+(492) +(493) = 48,342,405.14

OTHER INITIAL GENERAL LEVIES

495 CONSOLIDATION/ TRANSITION
496 REORGANIZATION OPERATING DEBT
497 HEALTH BENEFITS
498 ADDL RETIREMENT (MPLS AND STP) 7,088,400.00
499 SEVERANCE
500 ADMIN DISTRICT
501 SWIMMING POOL
502 TREE GROWTH
503 CONSOLIDATION/ RETIREMENT
504 ECON DEVELOP ABATE
505 OTHER GENERAL (MEMO)

506 SUBTOTAL, OTHER INITIAL GENERAL LEVIES = (495) T0 (505) = 7,088,400.00

INITIAL GENERAL FUND LEVY

507 GENERAL RMV VOTER APPROVED = (316) = 69,362,611.07

508 GENERAL RMV OTHER = (311)+(242) +(245) = 27,231,443.05

509 GENERAL NTC VOTER APPROVED = (493) 36,344,809.79

510 GENERAL NTC OTHER = (337)+(359)+(363) +(365)+(368)+(371) +(373)+(385)+(389) +(494)-(493)+(506) = 30,668,795.55

511 TOTAL INITIAL GENERAL LEVY LIMITATION = (507)+(508)+(509) +(510) = 163,607,659.46

COMMUNITY SERVICE

BASIC COMMUNITY EDUCATION

600 POPULATION (YR 2020) 435,236
601 GTR OF (600) OR 1,335 435,236

602 YOUTH SERVICE PROG? YES
603 AFTER SCHOOL ENRICHMENT? YES

604 FY2027 GENERAL REVENUE = $6.35X(601) = 2,763,748.60

605 FY2027 YOUTH SERVICE REV = $1.00X(601) = 435,236.00

606 FY2027 AFTER SCHOOL REVENUE = $1.85X(601) NOT TO EXCEED 10,000 AND $0.43XPOPULATION IN EXCESS OF 10,000 = 201,351.48

607 FY2027 COMMUNITY EDUCATION REVENUE = (604)+(605)+(606) = 3,400,336.08

30 2024 ANTC 797,330,559
608 STANDARD COMM ED LEVY = 0.003128X(30) = 2,494,049.99

609 COMM ED LEVY LIMIT = LSR (607) OR (608) = 2,494,049.99

610 FY2027 EST GROSS COMM ED AID = (607)-(609) = 906,286.09

EARLY CHILD FAMILY EDUCATION

FY2025 ECFE ANNUAL REPORT MUST BE SUBMITTED TO CERTIFY EARLY CHILDHOOD FAMILY ED & HOME VISIT LEVIES FOR FY2027

611 DIST PLANS TO LEVY FOR FY2027 ECFE REVENUE? YES

612 ECFE ANNUAL REPORT SUBMITTED? YES
613 POPULATION UNDER FIVE YEARS OF AGE 24,548

614 GTR OF 150 OR (613) = 24,548

615 ECFE ALLOWANCE = 0.023X(100) = 177.22

ECFE CONT

616 FY2027 EARLY CHILD FAMILY REVENUE IF (611) = YES = (614)X(615), IF ANNUAL REPT = YES 4,350,396.56

30 2024 ANTC 797,330,559
617 ECFE TAX RATE .00177098
618 = (617)X(30) = 1,412,056.47

619 EARLY CHILD LEVY LIMIT = LESSER OF (616) OR (618) = 1,412,056.47

620 EST FY2027 EARLY CHILD AID = (616)-(619) = 2,938,340.09

HOME VISITING LIMIT

621 DIST PLANS TO LEVY FOR FY2027 HOME VISIT? YES

622 HOME VISITING REVENUE IF (621) = YES AND (618) > $0, = $3.00X(613), ELSE = $0 73,644.00

230 FY2027 ANTC/ADJ PU 28,129.10
623 HOME VISIT LEVY RATIO = LESSER OF 1 OR (230)/$17,250 = 1.00000000

624 FY2027 HOME VISIT LIMIT = (622)X(623) = 73,644.00

625 FY2027 EST HOME VISIT AID = (622)-(624) =

ADULTS WITH DISABILITIES

626 ADULTS WITH DISABILITIES REQUEST? YES

627 DISTRICT POPULATON TIMES $0.34 = (600)X$0.34 = 147,980.24

628 FY 23 ADULTS WITH DISABILITIES REVENUE 49,399.65

629 TOTAL REVENUE, = GREATER OF (627) OR (628) = 147,980.24

ADULTS WITH DISABILITIES CONT

630 ANTC TIMES DISTRICT TAX RATE NOT TO EXCEED 0.005 = (30)X0.00005 = 39,866.52

631 DISABLED ADULTS LEVY LIMIT = LESSER OF (629) OR (630) = 39,866.52

632 ADULTS WITH DISABILITIES AID = (629)-(631) = 108,113.72

SCHOOL-AGE CARE

633 FY2027 SCHOOL-AGE CARE REVENUE (FY2027 EST COST) 715,000.00

30 2024 ANTC 797,330,559
46 2026-27 RES PU (EST) 52,290.40

634 ANTC/RES PU = (30)/(46) = 15,248.13

635 LEVY RATIO = LSR OF 1 OR (634)/$2,318 = 1.00000000

636 FY2027 SCHOOL-AGE CARE LIMIT = (633)X(635) = 715,000.00

637 FY2027 EST GROSS SCHOOL-AGE CARE AID = (633)-(636) =

COMMUNITY SERVICE SUMMARY

638 OTHER COMM ED (MEMO)

639 TOTAL INITIAL COMMUNITY SERVICE LEVY LIMIT = (609)+(619)+(624) +(631)+(636)+(638) = 4,734,616.98

GENERAL DEBT SERVICE (FUND 7)

REQUIRED DEBT SERVICE LEVY (EQUAL TO 105% OF THE FY2027 PRINCIPAL AND INTEREST PAYMENTS)

REQ DEBT ELIGIBLE FOR LTFM REV
FACILITIES MAINTENANCE (LTFM) REV

700 ALT FAC REGULAR REQ DEBT SERV LEVY 10,853,272.50

701 ALT FAC/H&S REQ DEBT SERV LEVY

702 NEW LTFM REQ DEBT FOR ELIG H&S>$100K

703 NEW LTFM REQ DEBT SERVICE FOR VPK 133,350.00

704 NEW LTFM REQ DEBT FOR ALL OTHER PROJECTS 30,563,242.50

705 NEW LTFM REQ DEBT FOR ALL ROOF PROJECTS

706 TOTAL REQ DEBT SERV LEVY FOR LTFM REVENUE = (700)+(701)+(702) +(703)+(704)+(705) = 41,549,865.00

REQ DEBT ELIGIBLE FOR NATURAL
DISASTER EQUAL AID (MS 123B.535)

707 NATURAL DISASTER REQ DEBT SERV LEVY

REQUIRED DEBT ELIGIBLE FOR DEBT
EQUALIZATION AID (MS 123B.53)

708 TACONITE BONDS REQ DEBT SERV LEVY

709 TAC FUNDING FOR BONDS (NOT IRRRB)

710 TAC ADJ TO REQ = (709) OR [(709)X1.05] =

711 NET REQUIRED DEBT SERVICE LEVY TACONITE = (708)-(710) =

712 VOTER APPR ELIG BONDS SOLD BY JULY 1, 2025

DEBT EQUAL AID CONT

713 NON-VOTER ELIG BONDS SOLD BY JULY 1, 2025 46,163,355.00

714 VOTER APPR IRRRB BONDS SOLD BY JULY 1, 2025

715 TOTAL REQUIRED DEBT LEVY ELIG FOR DEBT EQUAL AID = (711)+(712) +(713)+(714) = 46,163,355.00

REQUIRED DEBT FOR BONDS ELIG FOR FUTURE DEBT EQUALIZATION AID

716 VOTER APPR BONDS SOLD AFTER JULY 1, 2025 ELIG FOR FUTURE AID

717 NON-VOTER BONDS SOLD AFTER JULY 1, 2025 ELIG FOR FUTURE AID

718 SUBTOTAL, FUTURE DEBT AID ELIGIBLE = (716)+(717) =

OTHER REQUIRED DEBT FOR BONDS INELIGIBLE FOR DEBT EQUAL AID

719 VOTER APPR BONDS INELG FOR DEBT EQUAL AID

NON-VOTER APPR INELIG BONDS

720 FACIL BOND-MS 123B.62
721 EQUIP BOND-MS 123B.61
722 REORG OPER DEBT
723 ECON DEV ABATEMENT
724 JUDGMENT
725 OTHER NON-VOTER
726 INELG LEASE PURCHASE 24,906,315.00

727 SUBTOTAL, REQ DEBT FOR NON-VOTER INELIG BONDS = (720) THRU (726) = 24,906,315.00

728 REQ DEBT SERVICE LEVY FOR BONDS INELGIBLE FOR DEBT EQUAL AID = (718)+(719)+(727) = 24,906,315.00

NON-VTR APPR INELIG BOND CONT

729 GDS REQ DEBT SERV LEVY = (706)+(707)+(715) +(718)+(719)+(728) = 112,619,535.00

730 GDS REQ DEBT SERV LEVY VOTER APPR = (711)+(712) +(714)+(716)+(719) =

30 2024 ANTC 797,330,559

731 MAXIMUM EFFORT DEBT SERVICE TAX RATE %

732 MAX EFFORT DEBT SERV LEVY = (30)X(731) =

733 DEBT EQUAL REVENUE BASE = GTR OF ZERO OR [(715)-(732)] = 46,163,355.00

734 BOARD AUTHORIZED TRANSFER TO FUND 7 REDUCING REQUIRED DEBT SERVICE LEVY

735 FEDERAL FUNDS REDUCING REQUIRED DEBT SERVICE LEVY

FUND 7 DEBT BALANCE

736 JUNE 2024 FUND 7-425 BAL FOR BOND REFUND

737 JUNE 2024 FUND 7-451 BAL FOR QZAB & QSCB 32,843,168.15

738 JUNE 2024 FUND 7-460 BALANCE NONSPENDABLE

739 JUNE 2024 FUND 7-463 BALANCE UNASSIGN NEG

740 JUNE 2024 FUND 7-464 BALANCE RESTRICTED (FOR DEBT EXCESS) 15,816,899.50

741 PAY 24 DEBT EXCESS LEVY REDUCTION .43

742 PAY 25 DEBT EXCESS LEVY REDUCTION 8,052,997.78

743 5% OF PAY 26 REQ DEBT SERV LEVY = (729)X5% = 5,630,976.75

FUND 7 DEBT BALANCE CONT

744 FUND 7 AVAIL BALANCE = GTR OF ZERO OR [(740) -(741)-(742)-(743)] = 2,132,924.54

745 RETAIN FOR CAPITAL LOAN REPAYMENT

746 APPROVED DEBT EXCESS TO BE RETAINED

747 DISTRICT REQUESTED ADDITIONAL EXCESS

748 CERTIFIED DEBT EXCESS = GTR OF 0 OR (744) -(745)-(746)+(747) = 2,132,924.54

749 EXCESS USED TO RETIRE FAC & EQUIP BONDS

750 ADJUSTED DEBT EXCESS = (748)-(749) = 2,132,924.54

BREAKDOWN OF NET DEBT EXCESS

751 BASE FOR NET DEBT EXCESS DISTRIBUTION = IF (732)>0, THEN 0 ELSE (729)-(718) = 112,619,535.00

752 DEBT EXCESS RATIO = LSR 1 OR (750)/(751)= .01893921

753 NET DEBT EXCESS FOR ELG REQ DEBT SERVICE = (715)X(752) = 874,297.47

754 EXCESS FOR ELIGIBLE ALT FAC REGULAR BONDS = (700)X(752) = 205,552.41

755 EXCESS FOR ELIGIBLE ALT FAC/H&S BONDS = (701)X(752) =

756 EXCESS FOR ELIGIBLE LTFM IAQFAA BONDS = (702)X(752) =

757 EXCESS FOR ELIGIBLE LTFM VPK BONDS = (703)X(752) = 2,525.54

758 EXCESS FOR ELIGIBLE LTFM OTHER BONDS = (704)X(752) = 578,843.67

NET DBT EXCESS BREAKDOWN CONT

759 EXCESS FOR ELIGIBLE LTFM ROOF BONDS = (705)X(752) =

760 GENERAL FUND LEVY ADJ FOR FACILITY & EQUIP BONDS = ZERO-(720) -(721)-(749) =

761 UNALLOCATED DEBT EXCESS = GTR OF ZERO OR [(750)-(751)] =

NET DEBT EXCESS SUMMARY

762 DEBT EXCESS FOR VOTER APPROVED BONDED DEBT = [(730)-(716)]X(752) =

763 DEBT EXCESS FOR NON-VOTER APPROVED DEBT = (750)-(761)-(762) = 2,132,924.54

764 NET DEBT EXCESS FOR DEBT SERV LEVY REDUCT = (762)+(763) = 2,132,924.54

LONG TERM FACILITIES MAINT AID

765 NET ALT FAC REG DEBT = (700)-(754) = 10,647,720.09

766 NET ALT FAC/H&S DEBT = (701)-(755) =

767 NET LTFM REQ DEBT FOR ELIG H&S>$100K = (702)-(756) =

768 NET LTFM REQ DEBT FOR ELIG VPK = (703)-(757) = 130,824.46

769 NET LTFM REQ DEBT FOR ALL OTHER PROJECTS = (704)-(758) = 29,984,398.83

770 NET LTFM REQ DEBT FOR ALL OTHER PROJECTS = (705)-(759) =

771 NET DEBT LEVY FOR LT FAC MAINT = (765)+(766)+(767) + (768)+(769)+(770) = 40,762,943.38

LTFM AID CONT

437 LTFM DEBT EQUAL REV 10,771,252.00

439 LTFM DEBT EQUAL AID 11,000,000.00

440 LTFM DEBT EQUAL LEVY

441 LTFM DEBT UNEQUAL LVY 29,762,943.38

772 LTFM DEBT LEVY LIMIT (440)+ (441)+(754)+(755)+(756)+ (757)+(758)+(759) = 30,549,865.00

NATURAL DISASTER DEBT EQUAL

30 2024 ANTC 797,330,559

773 TEN PERCENT ANTC = 0.10X(30) = 79,733,055

707 REQ DEBT LEVY FOR NATURAL DISASTER DEBT

774 FY2027 DISASTER DEBT EQ REV = GTR OF ZERO OR [(707)-(773)] =

54 2023-24 ADJ PU (ACT) 31,215.74

775 FY2024 ANTC PER APU = (30)/(54) = 25,542.58

776 STATEWIDE AVE ANTC INC PER APU 14,626.35

777 DISASTER EQUAL FACTOR = 300% OF (776) = 43,879.05

778 NATURAL DISASTER LEVY RATIO = LSR OF 1 OR (775)/(777) = .58211333

779 DISASTER AID RATIO = 1-(778) = .41788667

780 DISASTER DEBT EQUAL AID = (774)X(779) =

781 DISASTER LEVY LIMIT = (707)-(780) =

DEBT EQUALIZATION AID

733 DEBT EQUAL BASE 46,163,355.00

753 DEBT EXCESS FOR ELIG REQUIRED DEBT 874,297.47

782 FY2027 NET REV ADJ TO DEBT EQUALIZATION REVENUE (MEMO)

783 FY2027 GROSS DEBT EQUALIZATION REVENUE = (733)-(753)+(782) = 45,289,057.53

30 2024 ANTC 797,330,559

784 = 0.1050X(30) = 83,719,708.70

785 MAX UNEQ LOCAL EFFORT = 0.1574X(30) = 125,499,829.99

786 FY2027 NET DEBT EQ REV = GTR OF 0 OR [(783)-(785)] =

787 PRELIM TIER 1 EQU REV = LSR (786) OR (784) =

788 PRELIM TIER 2 EQU REV = (786)-(787) =

732 MAXIMUM EFFORT DEBT SERVICE LEVY

789 MAX EFFORT TIER 1 REV

790 MIN TIER 2 REV FOR MAX EFFORT = GTR OF ZERO OR (783)-(732) =

791 TIER 1 EQUAL REV = GTR OF (787) OR (789) =

792 TIER 2 EQUAL REV = GTR OF (788) OR (790) =

54 2023-24 ADJ PU (ACT) 31,215.74

793 2024 ANTC /ADJ APU = (30)/(54) = 25,542.58

794 TIER 1 DEBT EQUAL LEVY RATIO = LSR OF 1 OR (793)/[GTR OF $4,430 OR 55.33% OF (776)] = 1.00000000

795 TIER 2 DEBT EQUAL LEVY RATIO = LSR OF 1 OR (793)/[GTR OF $8,000 OR 100% OF (776)] = 1.00000000

DEBT EQUALIZATION AID CONT

796 TIER 1 DEBT EQU AID RATIO = 1-(794) =

797 TIER 2 DEBT EQU AID RATIO = 1-(795) =

798 TIER 1 DEBT AID = (791)X(796) =

799 TIER 2 DEBT AID = (792)X(797) =

800 TOTAL DEBT EQ AID = (798)+(799) =

801 NON VOTER DEBT AID = (800)X(713)/(715) =

802 VOTER APPR DEBT AID = (800)-(801) =

MINIMUM EST MAX EFFORT PAYMENT

732 MAX EFFORT DEBT LEVY

803 MAX EFFORT REQ LEVY = GTR OF ZERO OR [(729)+(925)+(926)-(706) -(719)-(720)-(721) =

804 MINIMUM EST MAX EFFORT PAYMENT = GTR OF 0 OR (732)-(802) =

ADJUSTMENT TO GDS LIMIT FOR IRRRB ALLOCATION

805 FY2027 IRRRB FUNDING FOR VOTER-APPR BONDS

806 PAY 26 IRRRB ADJUSTMENT FOR VOTER-APPROV BONDS = - ((805)X1.05) =

807 FY2027 IRRRB FUNDING FOR NON-VOTER BONDS

808 PAY 26 IRRRB ADJUSTMENT FOR NON-VOTER BONDS = - ((807)X1.05) =

809 DEBT EQUAL AID ELIG, VOTER APPROVED = GTR OF ZERO OR [(711)+(712)+(714) +(804)-(802)-(806)] =

ADJ TO GDS LIM FOR IRRRB ALLO

810 DEBT EQUAL AID ELIG, NON VOTER APPROVED =GTR OF [(713)-(801)-(808)] OR ZERO = 46,163,355.00

811 DEBT EQUAL AID INELIG, VOTER APPROVED =(716)+(719) =

812 DEBT EQUAL AID INELIG, NON VOTER APPROVED =(717)+(727) = 24,906,315.00

772 LTFM DEBT LEVY LIMIT NON VOTER APPROVED 30,549,865.00

781 DISASTER LEVY LIMIT VOTER APPROVED

INITIAL GENERAL DEBT SERVICE

813 INITIAL GDS LEVY LIM VOTER APPROVED = (809)+(811)+(781) =

814 INITIAL GDS LEVY LIM NON VOTER APPROVED = (810)+(812)+(772) =101,619,535.00

815 TOTAL INITIAL GDS LEVY LIMIT = (813)+(814) =101,619,535.00

OTR POSTEMPLOY BENEFITS (OPEB) & PENSION DEBT SERVICE (FUND 47)

900 LEVY BONDS IRREV TRUST VOTER APPROVED

901 LEVY BONDS REVOC TRUST VOTER APPROVED

902 REQ DEBT SERV LEVY OPEB BONDS VOTER APPROVED = (900)+(901) =

903 LEVY BONDS IRREV TRUST NON-VOTER APPROVED

904 LEVY BONDS REVOC TRUST NON-VOTER APPROVED

905 REQUIRED DEBT SERVICE LEVY FOR OPEB BONDS NON-VOTER APPROVED = (903)+(904) =

FUND 47 DEBT BALANCE

906 REQ DEBT SERV LEVY FOR PENSION BONDS (MPLS)

907 REQ DEBT SERVICE LEVY FOR OPEB/PENSION BONDS NON-VOTER APPROVED = (905)+(906) =

908 JUNE 2024 FUND 47-425 BAL FOR BOND REFUND

909 JUNE 2024 FUND 47-460 BALANCE NONSPENDABLE

910 JUNE 2024 FUND 47-463 BALANCE UNASSIGN NEG

911 JUNE 2024 FUND 47-464 BALANCE RESTRICTED

912 JUNE 2024 FUND 47-464 BALANCE VOTER APPROV

913 JUNE 2024 FUND 47-464 BAL NON-VOTER APPROV = (911)-(912) =

914 PAY 24 OPEB DEBT EXC REDUCTION NON-VOTER

915 PAY 25 OPEB DEBT EXC REDUCTION NON-VOTER

916 5% OF REQUIRED OPEB DEBT SERV LEVY VOTER = (902)X5% =

917 5% OF REQUIRED OPEB DEBT SERV LEVY NONVOT = (907)X5% =

918 RETAIN FOR CAP LOAN REPAYMENT NON-VOTER

919 APPROV DEBT EXCESS TO BE RETAINED NON-VOTER

920 FUND 47 AVAILABLE BALANCE VOTER APPROVED = GREATER OF ZERO OR [(912)-(916)] =

921 FUND 47 AVAILABLE BALANCE NON-VOTER = GTR ZERO OR [(913)-SUM (914) TO (919)] =

922 CLOSING FUND 47 TO FUND 7 TRANSFER IF (921) GTR ZERO AND (907) = ZERO, ELSE 0

FUND 47 DEBT BALANCE CONT

923 ADDITIONAL DEBT EXCESS REQUESTED OPEB/PENSION BONDS VOTER APPROVED

924 ADDITIONAL DEBT EXCESS REQUESTED OPEB/PENSION NON-VOTER APPROVED

925 NET DEBT SERVICE LEVY FOR VOTER APPROVED OPEB/PENSION BONDS = (902)-(920)-(923) =

926 NET DEBT SERVICE LEVY FOR OPEB/PENSION BONDS NON-VOTER APPROVED = (907)-(921)-(924) =

LEVY LIMITATION ADJUSTMENTS

IN GENERAL, IF WE HAVE:
A FINAL LEVY AUTHORITY
B PREVIOUSLY CALCULATED AUTHORITY
C CERTIFIED LEVY BASED ON (B)
D LEVY ADJUSTMENT, THEN:
IF A>B, D=A-B
IF A<C, D=A-C
OTHERWISE D=ZERO

GENERAL FUND ADJUSTMENTS

FY2026 OPERATING
CAPITAL LEVY ADJUSTMENT

1000 FY2026 OPER CAP LEVY AUTH (FROM FY2026 GENERAL EDUC REV REPORT, LINE 197) 6,809,713.82

1001 24 PAY 25 LIMIT 6,807,093.04
1002 24 PAY 25 LEVY 6,807,093.04

1003 FY2026 OPER CAPITAL LEVY ADJUSTMENT = ((1000)-(1001)) = 2,620.78

FY2026 LOR TIER 1 LEVY ADJUST

1004 FY2026 LOR TIER 1 (FROM FY2026 GENERAL EDUC REVENUE REPORT, LINE 185) 8,735,931.00

LOR TIER 1 LEVY ADJ CONT

1005 ALLOCATION OF TBRA (FROM PAY 25 LEVY REPORT, LINE 279) 11,887.79

1006 ALLOC OF REF HOLD HARM (FROM PAY 25 LEVY REPORT, LINE 306)

1007 24 PAY 25 LIMIT 8,724,043.21
1008 24 PAY 25 LEVY 8,724,043.21

1009 PAY 25 LIMIT BEFORE TBRA AND HOLD HARM ADJ = (1005) +(1006)+(1007) = 8,735,931.00

1010 PAY 25 LEVY BEFORE TRBA AND HOLD HARM ADJ = (1005) +(1006)+(1008) = 8,735,931.00

1011 FY2026 LOR TIER 1 LEVY ADJUSTMENT = ((1004)-(1009)) =

FY2026 LOR TIER 2
LEVY ADJUSTMENT

1012 FY2026 LOR TIER 2 (FROM FY2026 GENERAL EDUC REVENUE REPORT, LINE 202) 12,346,782.48

1013 24 PAY 25 LIMIT 12,346,782.48
1014 24 PAY 25 LEVY 12,346,782.48

1015 FY2026 LOR TIER 2 LEVY ADJUSTMENT

FY2026 EQUITY LEVY ADJUSTMENT

1016 FY2026 EQUITY LEVY AUTH (FROM FY2026 GENERAL EDUC REVENUE REPORT, LINE 205) 1,455,988.50

1017 24 PAY 25 LIMIT 1,455,988.50
1018 24 PAY 25 LEVY 1,455,988.50

1019 FY2026 EQUITY LEVY ADJUSTMENT

FY2026 TRANSITION LEVY ADJUST

1020 FY2026 TRANSITION LEVY AUTH (FROM FY2026 GENERAL EDUC REVENUE REPORT, LINE 213) 5,448,891.36

1021 24 PAY 25 LIMIT 5,448,891.36
1022 24 PAY 25 LEVY 5,448,891.36

1023 FY2026 TRANSITION LEVY ADJUSTMENT

FY2026 1ST TIER REFERENDUM
LEVY ADJUST

1024 FY2026 1ST TIER REF LEVY AUTH (FROM FY2026 GENERAL EDUC REVENUE REPORT, LINE 242) 13,395,094.20

1025 ALLOCATION OF TBRA (FROM PAY 25 LEVY REPORT, LINE 280)

1026 ALLOC OF REF HOLD HARM (FROM PAY 25 LEVY REPORT, LINE 307)

1027 24 PAY 25 LIMIT 13,395,094.20
1028 24 PAY 25 LEVY 13,395,094.20

1029 PAY 25 LIMIT BEFORE TBRA AND HOLD HARM ADJ = (1025)+(1026) +(1027) = 13,395,094.20

1030 PAY 25 LEVY BEFORE TBRA AND HOLD HARM ADJ = (1025)+(1026) +(1028) = 13,395,094.20

1031 FY2026 1ST TIER VTR REF LEVY ADJUSTMENT

FY2026 2ND TIER REF LEVY ADJ

1032 FY2026 2ND TIER REF LEVY AUTH (FROM FY2026 GENERAL EDUC REVENUE REPORT, LINE 244) 32,330,224.64

1033 ALLOCATION OF TBRA (FROM PAY 25 LEVY REPORT, LINE 281)

1034 ALLOC OF REF HOLD HARM (FROM PAY 25 LEVY REPORT, LINE 308)

1035 24 PAY 25 LIMIT 32,213,745.56
1036 24 PAY 25 LEVY 32,213,745.56

1037 PAY 25 LIMIT BEFORE TBRA AND HOLD HARM ADJ = (1033)+(1034) +(1035) = 32,213,745.56

1038 PAY 25 LEVY BEFORE TBRA AND HOLD HARM ADJ = (1033)+(1034) +(1036) = 32,213,745.56

1039 FY2026 2ND TIER REF LEVY ADJUSTMENT = ((1032)-(1037)) = 116,479.08

FY2026 UNEQUAL REF LEVY ADJ

1040 FY2026 UNEQUAL REF LEVY AUTH (FROM FY2026 GENERAL EDUC REVENUE REPORT, LINE 246) 23,679,905.77

1041 ALLOCATION OF TBRA (FROM PAY 25 LEVY REPORT, LINE 282)

1042 ALLOC OF REF HOLD HARM (FROM PAY 25 LEVY REPORT, LINE 309)

1043 24 PAY 25 LEVY 23,393,658.43
1044 24 PAY 25 LEVY 23,393,658.43

1045 PAY 25 LIMIT BEFORE TBRA AND HOLD HARM ADJ = (1041)+(1042) +(1043) = 23,393,658.43

FY2026 UNEQUAL REF ADJ CONT

1046 PAY 25 LEVY BEFORE TBRA AND HOLD HARM ADJ = (1041)+(1042) +(1044) = 23,393,658.43

1047 FY2026 UNEQUALIZED REF LEVY ADJUSTMENT = ((1040)-(1045)) = 286,247.34

FY2026 TBRA ALLOCATION ADJUST TO VOTER-APPROVED LEVIES

FY2026 ALLOCATION OF TBRA TO REF LEVY CATEGORIES (FROM FY2026 GENERAL EDUC REVENUE REPORT, LINES 257 TO 259)

1048 TIER 1 LEVY
1049 TIER 2 LEVY
1050 UNEQL LEVY

1051 TOTAL FY2026 TBRA ALLOC TO REF LEVY CATEGORIES = (1048) TO (1050) =

1052 TOTAL FY2026 TBRA ALLOC TO REF LEVY CATEGORIES FROM PAY 25 LEVY = (1025)+(1033) +(1041) =

1053 FY2026 TBRA ALLOCATION VTR-APPR ADJUSTMENT = (1052)-(1051) =

FY2026 LOR TBRA ALLOCATION ADJ

1054 FY2026 ALLOCATION OF TBRA TO LOR TIER 1 LEVY (FROM FY2026 GENERAL EDUC REVENUE REPORT, LINE 256) 11,887.79

1005 ALLOCATION OF TBRA (FROM PAY 25 LEVY REPORT, LINE 279) 11,887.79

1055 FY2026 TBRA ALLOCATION LOR LEVY TIER 1 ADJUSTMENT = (1005)-(1054) =

FY2026 REFERENDUM HOLD HARMLESS ADJ TO VTR-APPROVED LEVIES

1056 FY2026 ALLOC OF HOLD HARM TO REF LEVY CATEGORIES (FROM FY2026 GENERAL EDUC REVENUE REPORT, LINES 285 TO 287)

1057 TIER 1 LEVY
1058 TIER 2 LEVY
1059 UNEQL LEVY

1060 TOTAL HOLD HARM ALLOC TO REF LEVY CATEGORIES = (1057) TO (1059) =

1061 TOTAL FY2026 HOLD HARM ALLOC TO REF LEVY CATEGORIES FROM PAY 25 LEVY = (1026) +(1034)+(1042) =

1062 FY2026 HOLD HARM ALLOC VTR-APPR ADJUSTMENT = (1061)-(1060) =

FY2026 REFERENDUM HOLD HARMLESS ADJUSTMENT TO TIER 1 LEVIES

1063 FY2026 ALLOC OF HOLD HARM TO LOR TIER 1 LEVY (FROM FY2026 GENERAL EDUC REVENUE REPORT, LINE 284)

1006 ALLOC OF REF HOLD HARM (FROM PAY 25 LEVY REPORT, LINE 306)

1064 FY2026 HOLD HARM ALLOC TIER 1 LEVY ADJUSTMENT = (1006)-(1063) =

FY2026 INTEGRATION ADJUSTMENT

1065 FY2026 INTEG LEVY AUTH (FROM INTEGRATION REVENUE REPORT, LINE 21) 3,973,097.12

1066 24 PAY 25 LIMIT 3,910,277.10
1067 24 PAY 25 LEVY 3,910,277.10

1068 FY2026 INTEGRATION ADJUSTMENT LIMIT = (1065)-(1066) = 62,820.02

FY2026 ALT TEACHER COMP ADJ

1069 FY2026 ALT COMP LEVY AUTH (FROM FY2026 GEN ED REVENUE REPORT, LINE 338) 2,723,266.00
1070 24 PAY 25 LIMIT 2,570,943.83
1071 24 PAY 25 LEVY 2,570,943.83
1072 FY2026 ALT TEACH COMP LEVY ADJUSTMENT = ((1069)-(1070)) = 152,322.17

FY26 & FY25 CAPITAL RELATED ADJ

FY2026 LTFM EQUAL LEVY ADJ

1073 FY2026 EST LTFM EQUALIZED LEVY AUTHORITY (FROM FY2026 WEBSITE REPORT, LINE 63)
1074 24 PAY 25 LIMIT
1075 24 PAY 25 LEVY
1076 FY2026 LTFM EQUALIZED LEVY ADJUST

FY2026 LTFM UNEQUAL LEVY ADJ

1077 FY2026 EST LTFM UNEQUALIZED LEVY AUTHORITY (FROM FY2026 WEBSITE REPORT, LINE 64) 3,765,345.00
1078 24 PAY 25 LIMIT 3,765,345.00
1079 24 PAY 25 LEVY 3,765,345.00
1080 FY2026 LTFM UNEQUALIZED LEVY ADJUST

FY2026 HEALTH & SAFETY

1081 FY2026 HEALTH AND SAFETY REBATES ADJUST

FY2025 LTFM EQUAL LEVY ADJUST

1082 FY2025 EST LTFM EQUALIZED LEVY AUTHORITY (FROM FY2025 WEBSITE REPORT, LINE 63)

FY2025 LTFM EQUAL LVY ADJ CONT

1083 23 PAY 24 LIMIT
1084 23 PAY 24 LEVY
1085 TOTAL ADJUSTMENT
1086 24 PAY 25 ADJ LIMIT
1087 24 PAY 25 ADJ LEVY
1088 FY2025 LTFM EQUALIZED LEVY ADJUST

FY2025 LTFM UNEQUAL LEVY ADJ

1089 FY2025 EST LTFM UNEQUALIZED LEVY AUTH (FROM FY2025 WEBSITE REPORT, LINE 64) 3,655,675.00
1090 23 PAY 24 LIMIT 3,655,675.00
1091 23 PAY 24 LEVY 3,655,675.00
1092 TOTAL ADJUSTMENT
1093 24 PAY 25 ADJ LIMIT
1094 24 PAY 25 ADJ LEVY
1095 FY2025 LTFM UNEQUALIZED LEVY ADJUST

3 YEAR PRIOR ADJUSTMENTS

FY2024 OPERATING CAPITAL LEVY ADJUSTMENT

1096 FY2024 OPER CAP LEVY AUTH (FROM FY2024 GENERAL EDUC REVENUE REPORT, LINE 190) 7,300,467.69
1097 22 PAY 23 LIMIT 6,845,541.24
1098 22 PAY 23 LEVY 6,845,541.24
1099 TOTAL ADJUST TO PAY 23 OPER CAP LEVY AUTH = ((1096)-(1097)) = 454,926.45
1100 23 PAY 24 ADJ LIMIT 33,616.70
1101 23 PAY 24 ADJ LEVY 33,616.70
1102 FY2024 OPER CAPITAL LEVY ADJUSTMENT = ((1099)-(1100)) = 421,309.75

FY2024 LOR TIER 1 LEVY ADJ

1103 FY2024 LOC OPT TIER 1 AUTH (FROM FY2024 GENERAL EDUC REVENUE REPORT, LINE 209) 9,364,722.00
1104 22 PAY 23 LIMIT 8,805,112.21
1105 22 PAY 23 LEVY 8,805,112.21
1106 TOTAL ADJUST TO PAY 23 LOR OPTIONAL LEVY AUTH = ((1103)-(1104)) = 559,609.79
1107 23 PAY 24 ADJ LIMIT 27,000.00
1108 23 PAY 24 ADJ LEVY 27,000.00
1109 FY2024 LOR OPTIONAL LEVY ADJUSTMENT = ((1106)-(1107)) = 532,609.79

FY2024 LOR TIER 2 LEVY ADJUST

1110 FY2024 LOC OPT LEVY AUTH (FROM FY2024 GENERAL EDUC REVENUE REPORT, LINE 211) 13,235,473.76
1111 22 PAY 23 LIMIT 12,461,360.00
1112 22 PAY 23 LEVY 12,461,360.00
1113 TOTAL ADJUST TO PAY 23 LOR OPTIONAL LEVY AUTH = ((1110) - (1111)) 774,113.76
1114 23 PAY 24 ADJ LIMIT 38,160.00
1115 23 PAY 24 ADJ LEVY 38,160.00
1116 FY2024 LOR OPTIONAL LEVY ADJUSTMENT = ((1113) - (1114)) 735,953.76

FY2024 EQUITY LEVY ADJUSTMENT

1117 FY2024 EQUITY LEVY AUTH (FROM FY2024 GENERAL EDUC REVENUE REPORT, LINE 214) 1,560,787.00
1118 22 PAY 23 LIMIT 1,469,500.00
1119 22 PAY 23 LEVY 1,469,500.00
1120 TOTAL ADJUST TO PAY 23 EQUITY LEVY AUTH = ((1117)-(1118)) = 91,287.00

FY2024 EQUITY LEVY ADJ CONT

1121 23 PAY 24 ADJ LIMIT 4,500.00
1122 23 PAY 24 ADJ LEVY 4,500.00

1123 FY2024 EQUITY LEVY ADJUSTMENT = ((1120)-(1121)) = 86,787.00

FY2024 TRANSITION LEVY ADJ

1124 FY2024 TRANSITION LEVY AUTH (FROM FY2024 GENED REV RPT, LINE 222) 5,841,089.27

1125 22 PAY 23 LIMIT 5,499,456.80
1126 22 PAY 23 LEVY 5,499,456.80

1127 TOTAL ADJUST TO PAY 23 TRANSITION LEVY AUTH = ((1124)-(1125)) = 341,632.47

1128 23 PAY 24 ADJ LIMIT 16,840.80
1129 23 PAY 24 ADJ LEVY 16,840.80

1130 FY2024 TRANSITION LEVY ADJUSTMENT = ((1127)-(1128)) = 324,791.67

FY2024 1ST TIER VOTER APPROVED REFER LEVY ADJUST

1131 FY2024 1ST TIER REF LEVY AUTH (FROM FY2024 GENED REV RPT, LINE 254) 14,359,240.40

1132 PAY 23 LIMIT BEFORE TBRA AND HOLD HARM ADJ (FROM PAY 24 LEVY REPORT, LINE 1029) 13,519,400.00

1133 PAY 23 LEVY BEFORE TBRA AND HOLD HARM ADJ (FROM PAY 24 LEVY REPORT, LINE 1030) 13,519,400.00

1134 TOTAL ADJUST TO PAY 23 1ST TIER REF LEVY AUTH = ((1131)-(1132)) = 839,840.40

1135 23 PAY 24 ADJ LIMIT 41,400.00
1136 23 PAY 24 ADJ LEVY 41,400.00

1137 FY2024 1ST TIER REF LEVY ADJUSTMENT = ((1134)-(1135)) = 798,440.40

FY2024 2ND TIER REF LEVY ADJ

1138 FY2024 2ND TIER REF LEVY AUTH (FROM FY2024 GENERAL EDUC REV RPT, LINE 253) 31,980,525.63

1139 PAY 23 LIMIT BEFORE TBRA AND HOLD HARM ADJ (FROM PAY 24 LEVY REPORT, LINE 1037) 28,089,492.50

1140 PAY 23 LEVY BEFORE TBRA AND HOLD HARM ADJ (FROM PAY 24 LEVY REPORT, LINE 1038) 28,089,492.50

1141 TOTAL ADJUST TO PAY 23 2ND TIER REF LEVY AUTH = ((1138)-(1139)) = 3,891,033.13

1142 23 PAY 24 ADJ LIMIT 2,112,767.50
1143 23 PAY 24 ADJ LEVY 2,112,767.50

1144 FY2024 2ND TIER REF LEVY ADJUSTMENT = ((1141)-(1142)) = 1,778,265.63

FY2024 UNEQUAL REF LEVY ADJ

1145 FY2024 UNEQUAL REF LEVY AUTH (FROM FY2024 GENERAL EDUC REVENUE REPORT, LINE 255) 23,732,702.81

1146 PAY 23 LIMIT BEFORE TBRA AND HOLD HARM ADJ (FROM PAY 24 LEVY REPORT, LINE 1045) 23,284,521.40

1147 PAY 23 LEVY BEFORE TBRA AND HOLD HARM ADJ (FROM PAY 24 LEVY REPORT, LINE 1046) 23,284,521.40

1148 TOTAL ADJUST TO PAY 23 UNEQUAL REF LEVY AUTH = ((1145)-(1146)) = 448,181.41

1149 23 PAY 24 ADJ LIMIT 839,628.60-
1150 23 PAY 24 ADJ LEVY 839,628.60-

1151 FY2024 UNEQUAL REF LEVY ADJUSTMENT = ((1148)-(1149)) = 1,287,810.01

FY2024 TBRA ALLOCATION ADJ TO VOTER-APPROVED LEVIES

1152 FY2024 ALLOC OF TBRA TO VTR-APPR REF LEVIES (FROM FY2024 GENERAL EDUC REVENUE REPORT, LINES 266 TO 268)

1153 PAY 23 ALLOC OF TBRA TO VOTER-APPR REF LEVY (FROM PAY 23 LEVY RPT, LINES 277 TO 279)

1154 FY2024 TBRA ALLOC TOT ADJ = (1153)-(1152) =

1155 23 PAY 24 ADJ LIMIT
1156 23 PAY 24 ADJ LEVY

1157 FY2024 TBRA ALLOC LVY ADJ

FY2024 LOR TBRA ADJUST

1158 FY2024 ALLOC OF TBRA TO LOR TO LOR TIER 1 LEVY (FROM FY2024 GENED REV RPT, LINE 265) 11,887.79

1159 ALLOCATION OF TBRA (FROM PAY 23 LEVY RPT, LINE 276) 11,887.79

1160 FY2024 ALLOCATION OF TBRA LOR LEVY TIER 1 ADJUSTMENT = (1158)-(1159) =

1161 23 PAY 24 ADJ LIMIT
1162 23 PAY 24 ADJ LEVY

1163 FY2024 LOR TIER 1 TBRA LVY ADJ

FY2024 REFERENDUM HOLD HARM

1164 FY2024 ALLOC OF HOLD HARM (FROM FY2024 GENED REV RPT LINES 294 TO 296)

1165 PAY 23 HOLD HARM ALLOC (FROM PAY 23 LEVY RPT, LINES 304 TO 306)

1166 FY2024 HOLD HARM TOTAL = (1165)-(1164) =

FY2024 REF HOLD HARM CONT

1167 23 PAY 24 ADJ LIMIT
1168 23 PAY 24 ADJ LEVY

1169 FY2024 HOLD HARM ALLOC

FY2024 LOR TIER 1 HOLD
HARMLESS ADJUSTMENT

1170 FY2024 ALLOC OF HOLD HARMLESS TO LOR TIER 1 LEVY (FROM FY2024 GENED REV RPT, LINES 293)

1171 PAY 23 TIER 1 HOLD HARMLESS LEVY (FROM PAY 23 LEVY RPT, LINES 303)

1172 FY2024 LOR TIER 1 HOLD HARM ADJ

1173 23 PAY 24 ADJ LIMIT
1174 23 PAY 24 ADJ LEVY

1175 FY2023 TIER 1 HOLD HARM ADJUSTMENT

FY2024 INTEGRATION ADJUSTMENT

1176 FY2024 INTEG LEVY AUTH (FROM INTEGRATION REVENUE REPORT, LINE 20) 3,210,310.16

1177 22 PAY 23 LIMIT 3,921,587.50
1178 22 PAY 23 LEVY 3,921,587.50

1179 TOTAL ADJUSTMENT = (1176)-(1178) = 711,277.34-

1180 23 PAY 24 ADJ LIMIT 178,120.64-
1181 23 PAY 24 ADJ LEVY 178,120.64-

1182 FY2024 INTEGRATION ADJUSTMENT LIMIT = (1179)-(1181) = 533,156.70-

FY2024 REEMPLOYMENT ADJUSTMENT

1183 FY2024 EXPEND ACTUAL 1,127,111.35
1184 REEMPLOY LEVY AUTH = 100% OF (1183) = 1,127,111.35

FY2024 REEMPLOYMENT ADJUSTMENT

1185 23 PAY 24 LIMIT 2,000,000.00
1186 23 PAY 24 LEVY 2,000,000.00

1187 FY2024 REEMPLOY ADJUST = ((1184)-(1186) = 872,888.65-

FY2024 SAFE SCHOOLS ADJUST

1188 SAFE SCH LEVY REQUEST YES
54 2023-24 ADJ PU (ACT) 31,215.74

1189 FY2024 SAFE SCHOOLS AUTH $36X(54) = 1,123,766.64

1190 22 PAY 23 LIMIT 1,058,040.00
1191 22 PAY 23 LEVY 1,058,040.00

1192 FY2024 SAFE SCH ADJUST = ((1189)-(1190)) = 65,726.64

FY2024 SAFE SCHOOLS
INTERMEDIATE ADJUST

1193 SAFE SCH INTERMEDIATE LEVY ALLOW

54 2023-24 ADJ PU (ACT) 31,215.74

1194 FY2024 SAFE SCHOOLS INTERMEDIATE AUTHORITY = (1193)X(54) =

1195 22 PAY 23 LIMIT
1196 22 PAY 23 LEVY

1197 FY2024 SAFE SCHOOLS INTERMEDIATE ADJUST

FY2024 ALTERNATE TEACHER
COMPENSATION LEVY ADJUST

1198 FY2024 ALT COMP LEVY AUTH (FROM FY2024 GENED REV RPT, LINE 335) 2,657,564.00

1199 22 PAY 23 LIMIT 2,662,288.32
1200 22 PAY 23 LEVY 2,662,288.32

1201 TOTAL ADJUST TO PAY 23 ALT COMP LEVY AUTH = ((1198)-(1200)) = 4,724.32-

FY2024 ALT TEACHER ADJ CONT

1202 23 PAY 24 ADJ LIMIT 4,724.32-
1203 23 PAY 24 ADJ LEVY 4,724.32-

1204 FY2024 ALT TEACH COMP LEVY ADJUST

FY2024 LTFM EQUALIZED LEVY ADJ

1205 FY2024 EST LTFM EQUALIZED LEVY AUTHORITY (FROM FY2024 WEBSITE REPORT, LINE 63)

1206 22 PAY 23 LIMIT
1207 22 PAY 23 LEVY

1208 TOTAL ADJUSTMENT

1209 23 PAY 24 ADJ LIMIT
1210 23 PAY 24 ADJ LEVY

1211 24 PAY 25 ADJ LIMIT
1212 24 PAY 25 ADJ LEVY

1213 FY2024 EQUAL LIMIT ADJUST = (1209)+(1211) =

1214 FY2024 EQUAL LEVY ADJUST = (1210)+(1212) =

1215 FY2024 LTFM EQUALIZED LEVY ADJUST

FY2024 LTFM UNEQUAL LEVY ADJ

1216 FY2024 EST LTFM UNEQUALIZED LEVY AUTH (FROM FY2024 WEBSITE REPORT, LINE 64) 3,549,198.14

1217 22 PAY 23 LIMIT 3,549,199.00
1218 22 PAY 23 LEVY 3,549,199.00

1219 TOTAL ADJUSTMENT = (1216)-(1218) = .86-

1220 23 PAY 24 ADJ LIMIT
1221 23 PAY 24 ADJ LEVY

1222 24 PAY 25 ADJ LIMIT
1223 24 PAY 25 ADJ LEVY

FY2024 LTFM UNEQUAL ADJ CONT

1224 FY2024 UNEQUAL LIMIT ADJUST
= (1220)+(1222) =

1225 FY2024 UNEQUAL LEVY ADJUST
= (1221)+(1223) =

1226 FY2024 LTFM UNEQUALIZED
LEVY ADJUST
= (1219)-(1225) = .86-

FY2024 CAREER TECHNICAL ADJ

1227 FY2024 CAREER TECH
LEVY AUTHORITY (FY2024
CTE AID RPT LINE 21) 683,392.33

1228 23 PAY 24 LIMIT 1,002,783.73
1229 23 PAY 24 LEVY 1,002,783.73

1230 FY2024 CAREER TECH ADJ
= ((1227)-(1229)) = 319,391.40-

FY2024 HEALTH BENEFIT LEVY ADJ

1231 FY2024 ACTUAL COST
(LIMITED TO $600,000)

1232 23 PAY 24 LIMIT
1233 23 PAY 24 LEVY

1234 FY2024 HEALTH
BENEFITS ADJUST

FY2024 ANNUAL OPEB LEVY ADJ

1235 FY2024 ACTUAL COST
(FIN 797+OBJ 291) 2,518,135.62

1236 PRORATION FACTOR TO
REFLECT STATEWIDE CAP 1.00000000

1237 PRORATED ANNUAL
OPEB LEVY AUTH 2,518,135.62

1238 24 PAY 25 LIMIT 2,518,135.62
1239 24 PAY 25 LEVY 2,518,135.62

1240 FY2024 ANNUAL
OPEB ADJUSTMENT
(NO ADJUSTMENT)

PAY 23 LEASE LEVY ADJUST

FY2023 AND FY2024 LEASE COST
WITH A PAY 23 LEVY (PAY 24 LEASE
LEVY FOR FY2024 & 2025 LEASE COSTS
WILL BE ADJUSTED NEXT YEAR)

PAY 23 FY2023 LEASE COSTS
LEASE COSTS

REG OPERATING LEASES

1300 INTERMEDIATE
1301 NON-JOINT 216,357.89

** CAPITALIZED LEASES **

1302 INTERMEDIATE
1303 NON-JOINT

1304 PAY 23 FY2023
TOTAL LEASE COSTS = (1300)+
(1301)+(1302)+(1303)= 216,357.89

PAY 23 FY2024 LEASE COSTS

REG OPERATING LEASES

1305 INTERMEDIATE
1306 NON-JOINT 435,690.66

** CAPITALIZED LEASES **

1307 INTERMEDIATE
1308 NON-JOINT

1309 PAY 23 FY2024
TOTAL LEASE COSTS = (1305)+
(1306)+(1307)+(1308)= 435,690.66

1310 FY2023 INTERMEDIATE COSTS
(1300)+(1302)+
(1305)+(1307) =

54 2023-24 ADJ PU (ACT) 31,215.74

1311 INTERM PUPIL UNIT AUTH
= $65X(54) = 2,029,023.10

1312 INTERM LEASE AUTH = LSR
OF (1310) OR (1311) =

1313 ***INTERM DIST CARRYOVER***
TO REGULAR LEASE AUTH
= (1310)-(1312) =

1314 FY2023 NON-JOINT
LEASE COSTS
= (1301)+(1303)+
(1306)+(1308) = 652,048.55

54 2023-24 ADJ PU (ACT) 31,215.74

1315 PAY 23 PUPIL UNIT MAX
AUTH = $212X(54) = 6,617,736.88

1316 PAY 23 COMMISSIONER
APPROVED LIMIT

1317 REGULAR MAX AUTHORITY
= GTR OF (1315)
OR (1316) = 6,617,736.88

1318 TOTAL PAY 23 REGULAR
LEASE LEVY AUTHORITY
= LSR OF (1313)+(1314)
OR (1317) = 652,048.55

1319 TOTAL PAY 23 REGULAR &
INTERM LEASE LEVY AUTH
= (1312)+(1318) = 652,048.55

PAY 23 NET LEASE COSTS

1320 22 PAY 23 LIMIT 661,856.37
1321 22 PAY 23 LEVY 661,856.37

1322 PAY 23 LEASE LEVY
LIMITATION ADJUSTMENT
= (1319) - (1321) = 9,807.82-

CAPITAL RELATED ADJ SUMMARY

1003	FY2026 OPER CAP ADJ	2,620.78
1102	FY2024 OPER CAP ADJ	421,309.75
1076	FY2026 LTFM EQ ADJ	
1080	FY2026 LTFM UNEQ ADJ	
1081	FY2026 H&S REBATES	
1088	FY2025 LTFM EQ ADJ	
1095	FY2025 LTFM UNEQ ADJ	
1215	FY2024 LTFM EQ ADJ	
1226	FY2024 LTFM UNEQ ADJ	.86-
1322	PAY 23 LEASE LEVY ADJ	9,807.82-
1323	LEASE LEVY ADJ (MEMO)	
1324	OTHER CEX ADJ (MEMO)	
1325	TOTAL CAPITAL RELATED LEVY LIMIT ADJUSTMENT = (1003)+(1102)+(1076)+(1080)+(1081)+(1088)+(1095)+(1215)+(1226)+(1322)+(1323)+(1324)=	414,121.85

OTHER GENERAL LIMITATION ADJ

760	GENERAL FUND LEVY ADJ FOR FAC & EQUIP BONDS	
1326	ECON DEV ABATE ADJUST (MEMO)	
1327	DEBT SURPLUS TRANSFER (MEMO)	
1328	SCH TAX ADJUSTMENT (FROM STR ADJUST REPORT, LINE 9)	
1329	OTHER ADJUST, GEN RMV VOTER APPROVED (MEMO)	
1330	TOTAL OTHER ADJUST GEN RMV VOTER APPR = (1328)+(1329) =	
1331	MAINT PU VAR (MEMO)	

OTHER GENERAL LIMITATION ADJ

1332	SCH TAX ADJUSTMENT (FROM STR ADJUST REPORT, LINE 14)	
1333	OTHER ADJUST, GEN RMV OTHER (MEMO)	

OTHER GEN LIMITATION ADJ CONT

1334	TOTAL OTHER ADJUST GEN OTHER RMV = (1331)+(1332)+(1333) =	
1335	SCH TAX ADJUSTMENT (FROM STR ADJUST REPORT, LINE 23)	
1336	OTHER ADJUST, GEN NTC VOTER APPROVED (MEMO)	
1337	TOTAL OTHER ADJUST GEN NTC VOTER APPR = (1335)+(1336) =	
1338	TIF ADJUST (MEMO)	300,483.46-
1339	SCH TAX ADJUSTMENT (FROM STR ADJUST REPORT, LINE 28)	
1340	OTHER ADJUST, GEN NTC OTHER (MEMO)	
1341	TOTAL OTHER ADJUST, GEN NTC OTHER = (1338)+(1339)+(1340) =	300,483.46-

GEN FUND ADJUST SUMMARY

1342	GENERAL RMV VOTER APPROVED = (1031)+(1039)+(1047)+(1053)+(1062)+(1137)+(1144)+(1151)+(1157)+(1169)+(1330) =	4,267,242.46
1343	GENERAL RMV OTHER = (1011)+(1015)+(1019)+(1023)+(1055)+(1064)+(1109)+(1116)+(1123)+(1130)+(1163)+(1175)+(1334) =	1,680,142.22
1344	GENERAL NTC VOTER = (1337) =	
1345	GENERAL NTC OTHER = (760)+(1068)+(1072)+(1182)+(1187)+(1192)+(1197)+(1204)+(1230)+(1234)+(1240)+(1325)+(1326)+(1327)+(1341)=	1,330,929.53-

GEN FUND ADJUST SUMMARY CONT

1346	TOTAL GENERAL LEVY LIMITATION ADJUSTMENT = (1342)+(1343)+(1344)+(1345) =	4,616,455.15

COMMUNITY SERVICE FUND ADJUST

FY2026 EARLY CHILD FAMILY ADJ

1400	FY2026 REVISED ECFE LEVY AUTH (FROM FY2026 ECFE AID REPORT, LINE 1.7)=	1,573,758.36
1401	24 PAY 25 LIMIT	1,746,888.23
1402	24 PAY 25 LEVY	1,746,888.23
1403	FY2026 EARLY CHILD FAMILY ADJUST = ((1400)-(1402)) =	173,129.87-

FY2024 HOME VISITING ADJ

1404	FY2024 HOME VISITING FINAL ADJUSTMENT (FROM FY2024 ECFE HOME VISITING AID REPORT, LINE 8)	79,935.00
1405	22 PAY 23 LIMIT	80,460.00
1406	22 PAY 23 LEVY	80,460.00
1407	FY2024 HOME VISIT ADJUSTMENT = ((1404)-(1406)) =	525.00-

FY2024 SCHOOL-AGE CARE

1408	FY2024 AUTHORITY (FROM UFARS EXPENDITURES)	744,163.56
1409	22 PAY 23 LIMIT	490,000.00
1410	22 PAY 23 LEVY	490,000.00
1411	FY2024 SCH-AGE CARE ADJUSTMENT = ((1408)-(1409)) =	254,163.56

COMMUNITY SERVICE ADJUST

1412 **ADULTS W/DISABILITIES** ADJUST

1413 SCH TAX ADJUSTMENT (FROM STR ADJUST REPORT, LINE 33)

1414 OTHER ADJUST (MEMO)

1415 TOTAL OTHER ADJUST = (1413)+(1414) =

1416 TOTAL COMMUNITY SERVICE LIMITATION ADJUSTMENT = (1403)+(1407)+(1411) +(1412)+(1415) = 80,508.69

GENERAL DEBT SERVICE ADJUST

1700 REDUCTION DEBT SERVICE EXCESS, VOTER APPROVED = (762)X-1 =

1701 OTHER ADJUST (MEMO) VOTER APPROVED

1702 TOTAL DEBT SERV ADJUST VOTER APPROVED = (1700)+(1701) =

1703 REDUCTION DEBT SERVICE EXCESS, NON-VOTER APPROV = (763)X-1 = 2,132,924.54-

1704 OTHER ADJUST (MEMO) NON-VOTER APPROVED

FY2026 LTFM DEBT LEVY ADJ

1705 FY2026 EST LTFM DEBT LEVY AUTHORITY (FROM WEBSITE FY2026 RPT, LINE 59) 30,645,606.33

1706 24 PAY 25 LIMIT 30,645,606.33

1707 24 PAY 25 LEVY 30,645,606.33

1708 FY2026 LTFM DEBT LEVY ADJ = (1705)-(1706) =

FY2025 LTFM DEBT LEVY ADJUST

1709 FY2025 EST LTFM DEBT LEVY AUTHORITY (FROM WEBSITE FY2025 RPT, LINE 59) 27,718,632.59

1710 23 PAY 24 LIMIT 27,718,632.59

1711 23 PAY 24 LEVY 27,718,632.59

1712 TOTAL ADJUSTMENT ADJ =(1709)-(1710) =

1713 24 PAY 25 ADJ LIMIT

1714 24 PAY 25 ADJ LEVY

1715 FY2025 LTFM DEBT LEVY ADJ = (1712)-(1713) =

FY2024 LTFM DEBT LEVY ADJUST

1716 FY2024 EST LTFM DEBT LEVY AUTHORITY (FROM WEBSITE FY2024 RPT, LINE 59) 23,573,719.61

1717 22 PAY 23 LIMIT 23,573,719.61

1718 22 PAY 23 LEVY 23,573,719.61

1719 TOTAL ADJUSTMENT = (1716)-(1717) =

1720 23 PAY 24 ADJ LIMIT

1721 23 PAY 24 ADJ LEVY

1722 24 PAY 25 ADJ LIMIT

1723 24 PAY 25 ADJ LEVY

1724 FY2024 DEBT LIMIT ADJUST = (1720)+(1722) =

1725 FY2024 DEBT LEVY ADJUST = (1721)+(1723) =

1726 FY2024 LTFM DEBT LEVY ADJ = (1719)-(1724) =

1727 TOTAL DEBT SERV ADJUST NON-VOTER APPROVED = (1703)+(1704)+ (1708)+(1715)+(1726)= 2,132,924.54-

OTH POSTEMPLOYMENT BENE (OPEB) & PENSION DEBT SERVICE ADJUSTMENTS

1900 REDUCTION DEBT EXCESS, VOTER APPROV = GTR OF [(920)OR(923)]X-1 =

1901 OTHER OPEB DS ADJUST (MEMO) VOTER APPROVED

1902 TOTAL OPEB DEBT SERV ADJ VOTER APPROVED = (1900)+(1901) =

1903 REDUCTION DEBT EXCESS, NON-VOTER = GTR OF [(921)OR(924)]X-1 =

1904 OTHER OPEB DS ADJUST (MEMO)NON-VOTER APPR

1905 TOTAL ADJUSTMENT NON-VOTER APPROVED = (1903)+(1904) =

ABATEMENT ADJUSTMENTS

INITIAL ABATEMENT LEVY ADJUST

2000 SCHOOL TAXES ABATED IN 2024 7,081,945.07-

2001 SCHOOL TAXES ADDED IN 2024

2002 NET CHANGE IN SCHOOL TAXES = (2000)+(2001) = 7,081,945.07-

2003 ABATEMENT RECOVERY REVENUE = [GTR OF ZERO OR -1X(2002)] = 7,081,945.07

2023 FY2026 ABATEMENT AID 253,705.09

2004 INITIAL ABATEMENT LEVY ADJ = (2003)-(2023) = 6,828,239.98

PAY 23 CERTIFIED LEVY PLUS AUDITOR ADJUSTMENT BY FUND

2005 GENERAL 145,848,250.15

2006 COMMUNITY SERVICE 5,474,604.23

2007 GENERAL DEBT SERVICE 92,497,294.42

2008 OPEB DEBT SERVICE

2009 TOTAL 243,820,148.80

CERTIFIED LEVY RATIO BY FUND

2010	GENERAL = (2005)/(2009) =	.59817965
2011	COMMUNITY SERVICE = (2006)/(2009) =	.02245345
2012	GEN DEBT SERVICE = (2007)/(2009) =	.37936690
2013	OPEB DEBT SERVICE = (2008)/(2009) =	
2014	TOTAL	1.00000000

ABATEMENT AID BY FUND (FROM PART III OF FY2026 ABATE AID RPT)

2015	GENERAL	198,834.04
2016	COMMUNITY SERVICE	54,871.05
2017	GENERAL DEBT SERVICE	
2018	TOTAL	253,705.09
2019	EST FY2026 ABATEMENT AID PRORATION FACTOR	1.00000000

PRORATED ABATEMENT AID BY FUND

2020	GENERAL = (2019)X(2015) =	198,834.04
2021	COMMUNITY SERVICE = (2019)X(2016) =	54,871.05
2022	GENERAL DEBT SERVICE = (2019)X(2017) =	
2023	TOTAL	253,705.09

INITIAL ABATE LEVY ADJ BY FUND (ZERO IF NO LEVY AUTHORITY IN FUND)

2024	GENERAL= (2004)-(2023)-(2025)-(2026)-(2027)=	4,037,441.38
2025	COMMUNITY SERVICE = [(2004)X(2011)]-(2021) =	104,143.05
2026	GENERAL DEBT SERV DBT = [(2004)X(2012)]-(2022) =	2,686,655.55
2027	OPEB DEBT = [(2004)X(2013)] =	
2004	TOTAL	6,828,239.98

ABATEMENT INTEREST ADJUSTMENT

2028	ABATEMENT INTEREST DEDUCTED FROM TAX SETTLEMENTS IN 2024	54,532.33-

ABATEMENT INTEREST ADJ BY FUND (ZERO IF NO LEVY AUTHORITY IN FUND)

2029	GENERAL = (2028) -(2030) -(2031)-(2032) =	32,620.13-
2030	COMMUNITY SERVICE = (2028)X(2011) =	1,224.44-
2031	GENERAL DEBT SERVICE = (2028)X(2012) =	20,687.76-
2032	OPEB DEBT SERVICE = (2028)X(2013) =	
2028	TOTAL	54,532.33-

FY2024 ABATEMENT AID ADJUST (ZERO IF NO LEVY AUTHORITY IN FUND)

2033	GENERAL	
2034	COMMUNITY SERVICE	
2035	GENERAL DEBT SERVICE	
2036	OPEB DEBT SERVICE	
2037	TOTAL	

TOTAL REGULAR ABATE LEVY ADJ

2038	GENERAL = (2024)+(2029)+(2033) =	4,004,821.25
2039	COMMUNITY SERVICE = (2025)+(2030)+(2034)=	102,918.61
2040	GENERAL DEBT SERVICE = (2026)+(2031)+(2035)=	2,665,967.79
2041	OPEB DEBT SERVICE = (2027)+(2032)+(2036)=	
2042	TOTAL	6,773,707.65

CARRY-OVER ABATE LEVY AUTHORITY

PAY 25 REGULAR ABATEMENT LIMIT

2043	GENERAL	2,323,284.86
2044	COMMUNITY SERVICE	64,141.65
2045	GENERAL DEBT SERVICE	1,545,488.58
2046	OPEB DEBT SERVICE	

PAY 25 REGULAR ABATEMENT LEVY

2047	GENERAL	2,323,284.86
2048	COMMUNITY SERVICE	64,141.65
2049	GENERAL DEBT SERVICE	1,545,488.58
2050	OPEB DEBT SERVICE	

CARRY-OVER ABATEMENT LEVY LIM (ZERO IF NO LEVY AUTHORITY IN FUND)

2051	GENERAL= (2043)-(2047) OR MEMO =	
2052	COMMUNITY SERVICE = (2044)-(2048) OR MEMO =	
2053	GENERAL DEBT SERVICE = (2045)-(2049) OR MEMO =	
2054	OPEB DEBT SERVICE = (2046)-(2050) OR MEMO =	
2055	TOTAL	

ADVANCE ABATEMENT LEVY ADJUST

2056	SCHOOL TAXES ABATED IN 1ST 6 MO OF 2025	4,716,721.50-
2057	SCHOOL TAXES ADDED IN 1ST 6 MO OF 2025	
2058	NET CHANGE IN SCHOOL TAXES (2056)+(2057)	4,716,721.50-
2059	TOTAL ADVANCE ABATE LEVY AUTHORITY = [GTR OF ZERO OR -1X(2058)] =	4,716,721.50

ADVANCE ABATEMENT AUTH BY FUND

2060	GENERAL = (2059)-(2061)-(2062)-(2063) =	2,821,446.82
2061	COMMUNITY SERVICE = (2059)X(2011) =	105,906.67
2062	GENERAL DEBT SERVICE = (2059)X(2012) =	1,789,368.01
2063	OPEB DEBT SERVICE = (2059)X(2013) =	
2059	TOTAL	4,716,721.50

PREVIOUS ADVANCE ABATEMENT LEVY (PAY 24 PREVIOUS ADVANCE PLUS PAY 25 ADVANCE LEVY)

2064	GENERAL	2,184,564.39
2065	COMMUNITY SERVICE	88,763.68
2066	GENERAL DEBT SERVICE	1,459,867.84
2067	OPEB DEBT SERVICE	10,009.47
2068	TOTAL	3,743,205.38

ADVANCE ABATE ADJUST BY FUND
(ZERO IF NO LEVY AUTHORITY IN FUND)

2069 GENERAL= (2059)-(2068)-(2070) -(2071)-(2072) = 626,872.96
2070 COMMUNITY SERVICE = (2061)-(2065) = 17,142.99
2071 GENERAL DEBT SERVICE = (2062)-(2066) = 329,500.17
2072 OPEB DEBT SERVICE = (2063)-(2067) =
2073 TOTAL 973,516.12

TOTAL INITIAL LEVY LIMITATION
SUMMARY BEFORE OFFSETTING ADJUST

GEN FUND INITIAL LEVY SUMMARY

3000 GENERAL RMV VOTER APPROVED = (507)+(1342) = 73,629,853.53
3001 GENERAL RMV OTHER = (508)+(1343) = 28,911,585.27
3002 GENERAL NTC VOTER APPROVED = (509)+(1344) = 36,344,809.79
3003 GENERAL NTC OTHER = (510)+(1345)+(2038) +(2051)+(2069) = 33,969,560.23
3004 TOTAL GENERAL FUND INITIAL LEVY LIMITATION = (3000)+(3001) + (3002)+(3003) = 172,855,808.82

COM SERV INITIAL LEVY SUMMARY

3005 TOTAL COMMUNITY SERVICE FUND INITIAL LEVY LIMITATION = (639)+(1416)+(2039) +(2052)+(2070) = 4,935,187.27

GEN DBT SERV INITIAL LEVY SUMMARY

3006 GEN DEBT SERVICE VOTER APPROVED = (813)+(1702)+(2040) +(2053)+(2071) =
3007 GEN DEBT SERVICE OTHER = (814)+(1727)+(2040) +(2053)+(2071) = 102,482,078.42

GEN DBT SERV INI SUMMARY CONT

3008 TOTAL DEBT SERVICE FUND INITIAL LEVY LIMITATION = (3006)+(3007) = 102,482,078.42

OPEB/PENSION DEBT SVC INITIAL LEVY SUMMARY

3009 OPEB/PENSION DEBT SERVICE VOTER APPROVED = (902)+(1900)+(2041) +(2054)+(2072) =
3010 OPEB/PENSION DEBT SERVICE OTHER = (907)+(1903)+(2041) +(2054)+(2072) =
3011 TOTAL OPEB/PENSION DEBT SERVICE FUND INITIAL LEVY LIMITATION = (3009)+(3010) =

OFFSETTING ADJUSTMENTS
(COUNTY AUDITORS CANNOT SPREAD LEVIES BASED ON A NEGATIVE TAX RATE. TOTAL LEVY LIMITATIONS BY TRUTH IN TAXATION LEVY/FUND CATEGORY SHOWN ON PAGE 30 MUST BE ZERO OR GREATER).

OFFSET CARRIED FORWARD

3012 GENERAL
3013 GENERAL DEBT SERVICE
3014 OPEB/PENSION DEBT SERVICE

POSITIVE OFFSETTING ADJUSTMENTS
IN GENERAL AND COM SERV FUNDS

3015 GEN RMV VTR POSITIVE OFFSET = GTR OF 0 OR [0-(3000)] =
3016 GEN RMV OTH POSITIVE OFFSET = GTR OF 0 OR [0-(3001)] =
3017 GEN NTC VTR POSITIVE OFFSET = GTR OF 0 OR [0-(3002)] =
3018 GEN NTC OTH POSITIVE OFFSET = GTR OF 0 OR [0-(3003)] =
3019 COMM SRV POSITIVE OFFSET = GTR OF 0 OR [0-(3005)] =

COLLECT NEGATIVE ADJUSTMENTS
IN GENERAL AND COMM ED FUNDS

3020 GEN RMV VOTER NEGATIVE OFFSET
3021 GEN RMV OTHER NEGATIVE OFFSET
3022 GEN NTC VOTER NEGATIVE OFFSET
3023 GEN NTC OTHER NEGATIVE OFFSET
3024 COM SERV NEGATIVE OFFSET

NET OFFSETTING ADJUSTMENTS
IN GEN AND COM SERV

3025 GEN RMV VOTER NET OFFSET ADJ = (3015)+(3020) =
3026 GEN RMV OTHER NET OFFSET ADJ = (3016)+(3021) =
3027 GEN NTC VOTER NET OFFSET ADJ = (3017)+(3022) =
3028 GEN NTC OTHER NET OFFSET ADJ = (3018)+(3023) =
3029 COM SERV NET OFFSET ADJ = (3019)+(3024) =

POSITIVE OFFSETTING ADJ
IN GENERAL DEBT SERV FUND

3030 GDS VTR POSITIVE OFFSET = GTR OF 0 OR [-(3006)] =
3031 GDS OTH POSITIVE OFFSET = GTR OF 0 OR [-(3007)] =

COLLECT NEGATIVE ADJUSTMENTS
IN GENERAL DEBT SERV FUND

3032 GDS VOTER
NEGATIVE OFFSET

COLLECT NEGATIVE ADJUSTMENTS
IN GENERAL DEBT SERV FUND

3033 GDS OTHER
NEGATIVE OFFSET

3034 GDS VOTER NET OFFSET ADJ
= (3030)+(3032) =

3035 GDS OTH NET OFFSET ADJ
= (3031)+(3033) =

3036 OPEB/PENSION DEBT SERVICE
VOTER POSITIVE OFFSET = GTR
OF 0 OR [-(3009)] =

POSITIVE OFFSETTING ADJUSTMENT
IN OPEB/PENSION DEBT SERV FUND

3037 OPEB/PENSION DEBT SERVICE
OTHER POSITIVE OFFSET = GTR
OF 0 OR [-(3010)] =

3038 OPEB/PENSION DEBT SERVICE
VOTER NEGATIVE OFFSET

COLLECT NEGATIVE ADJUST
IN OPEB/PENSION DEBT SERV FUND

3039 OPEB/PENSION DEBT SERVICE
OTHER NEGATIVE OFFSET

NET OFFSETTING ADJUSTMENTS
IN OPEB/PENSION DEBT SERV FUND

3040 OPEB/PENSION DEBT SERVICE
VOTER NET OFFSET ADJ
= (3036)+(3038) =

3041 OPEB/PENSION DEBT SERVICE
OTHER NET OFFSET ADJ
= (3037)+(3039) =

NET NEGATIVE ADJ BALANCE
TO BE CARRIED FORWARD

3042 GENERAL ADJUST BALANCE
FORWARD = (3012)-(3025)
-(3026)-(3027)-(3028)
-(3029) =

3043 GENERAL DEBT SERVICE
ADJUST BALANCE FORWARD = (3013)
-(3034)-(3035) =

3044 OPEB/PENSION DEBT SERVICE
ADJUST BALANCE FORWARD
= (3040)-(3041) =

3045 TOTAL ADJUST BALANCE
FORWARD = (3042)
+(3043)+(3044) =

LEVY AFTER OFFSETS
STARTING POINT FOR MAX
EFFORT ADJUSTMENTS

3500 GEN DEBT VOTER APPR
3501 GEN DEBT OTHER 102,482,078.42

MAXIMUM EFFORT LOAN AID

3502 ACT MAX EFF LOAN AID
FOR FY2018 - FY2026

3503 PAY 17 - PAY 25 ACT MAX
EFF LOAN AID LEVY LIMIT
ADJUST (ALL FUNDS) =

3504 REQUESTED DEBT
DEFEASANCE AMOUNT
BY END OF FY2027

3505 BAL AVAIL END FY2027
= (3502)+(3503) =

LEVY LIMITS ARE REDUCED
IN THE FOLLOWING ORDER

3506 GEN DEBT VOTER =
3507 GEN DEBT OTHER =

3508 MAX EFF LEVY LIMIT ADJ =
= (3506)+(3507) =

3509 MAX EFFORT LOAN AID RETAINED
FOR FUTURE USE
= (3505)+(3508) =

TACONITE REFERENDUM DATA
INFORMATION ONLY

4000 1983-84 RESIDENT PU
4001 2011-12 RESIDENT PU
44 2024-25 RES PU (PRE) 52,615.50
57 2026-27 ADJ PU (EST) 28,345.40

4002 TACONITE REG REF PU = GTR
OF (4000) OR (44) =

4003 2011 NET TAX CAPACITY

4004 TAC REF REV REDUCT FOR
BOTH REG AND ADD REF
= (4003)X1.8% =

FY2027 TAC REG REF REV
(PAY 01 REF LEVY REQ)

4005 REG FRONT END FORMULA
= (4002)X$175 =
4006 TAC REG REF REV = GTR OF
0 OR [(4005)-(4004)]

FY2027 TAC ADD REF REV

4007 FY 13 REF REV ALLOW
4008 TAC REF ADD ALLOWANCE
= (4007)+$415 =
4009 ADD FRONT END FORMULA
= (4001)X(4008) =
4010 TAC ADD BASE = GTR 0
OR [(4009)-(4004)] =
4011 TAC ADD REF REVENUE
= (4010)X22.5% =

FY2027 TAC TOTAL REF REV
(JULY 2022 PAYMENT)

4012 TAC TOTAL REF REV
= (4006)+(4011) =
4013 MAXIMUM EC RESERVE
= (57)X$25 =
4014 RSVD EARLY CHILDHOOD = LSR
OF (4012) OR (4013) =

FY2025 TACONITE RECEIPTS
(FEB 2025 & AUG 2025 PYMT)
USED TO CALCULATE PAY 26
LEVY LIMITATION REDUCTION

4015 TAC POT 13.72 CENTS
PER TON (INITIAL AMT)

4016 CITY/TWP REPLACEMENT
NOT USED THIS YEAR

4017 TAC POT ALLOCATED TO
OTHER TAC SCHOOL DIST
TO FUND LINE (4027)

4018 TAC POT ALLOCATED TO
CITIES AND TOWNSHIPS
(SEE SPREADSHEET)

4019 TAC POT RECEIPTS BASE
= (4015)-(4016)
-(4017)-(4018) =

4020 MINING 3.43 CENTS/TON

4021 TAC RAILR GRANDFATHER

4022 DEER RVR GRANDFATHER

4023 FY2025 ELIGIBLE TAC RECEUOTS
BASE AMOUNT = SUM
(4019)TO(4022) =

4024 MAX TAC REDUCT = 95%
OF [(4023)+(4018)] =

4025 TOTAL PAY 24 TAC LEVY
LIMIT ADJUST ON LEVY
LIMIT & CERTIFICATION

4026 FY2025 ELIG DIST TAC
REPL AMT PLUS PAY 24
TAC LEVY ADJUSTMENT = (4023)
+(4025)-(4018) =

4027 TAC POT ALLOCATED FROM
OTHER TAC SCH DIST FOR
PAY 24 LEVY REPLACMENT
[NOT INCL IN (4023)]

4028 TAC PROP TAX RELIEF
ACCOUNT TRANSFER FOR
PAY 24 LEVY REPLACMENT
[NOT INCL IN (4023)]

4029 FY2025 ADDITIONAL TAC
POT 11 CENTS/TON
[NOT INCL IN (4023)]

FY2025 TACONITE RECEIPT CONT

4030 FY2025 TAC BLDG MAINT
& REPAIR 4 CENTS/TON
[NOT INCL IN (4023)]

LEVY LIMIT SUBJECT TO
TACONITE ADJUSTMENT

4031 COMMUNITY SERVICE
4032 OTHER GENERAL NTC

4033 REDUCED OTHER NTC FOR
LIMITED LTFM LEVY

4034 OTHER GENERAL RMV

4035 OP REFERENDUM (VOTER)
4036 = 50% OF (4035) =

4037 CAP PROJ LIMIT(VOTER)
4038 = 50% OF (4037) =

4039 NET OPEB DEBT SERV LEVY
NON-VOTER APPR BONDS

4040 NET OPEB DEBT SERV LEVY
FOR VOTER APPR BONDS
4041 = 50% OF (4040) =

4042 NET GEN DEBT SERV LEVY
NON-VOTER APPR BONDS

4043 NET GEN DEBT SERV LEVY
FOR VOTER APPR BONDS
4044 = 50% OF (4043) =

4045 COM SERV = -1X(LSR OF
(4024) OR (4031)) =
4046 REMAINING REDUCTION
= (4024)+(4045) =

4047 GEN OTH NTC = -1X(LSR OF
(4033) OR (4046)) =
4048 REMAINING REDUCTION
= (4046)+(4047) =

4049 OPEB TACONITE ADJUST
NON-VOTER = -1X(LSR OF
(4039) OR (4048)) =
4050 REMAINING REDUCTION
= (4048)+(4049) =

4051 GDS TACONITE ADJUST
NON-VOTER = -1X(LSR OF
(4042) OR (4050))=

LEVY LIMIT SUBJECT TO
TACONITE ADJUSTMENT CONT

4052 REMAINING REDUCTION
= (4048)+(4051) =

4053 GEN OTH RMV = -1X(LSR OF
(4034) OR (4052)) =

4054 REMAINING REDUCTION
= (4052)+(4053) =

4055 OPER REF = -1X(LSR OF
(4036) OR (4054)) =

4056 REMAINING REDUCTION
= (4054)+(4055) =

4057 CAP PROJ = -1X(LSR OF
(4038) OR (4056)) =

4058 REMAINING REDUCTION
= (4056)+(4057) =

4059 OPEB DEBT TAC ADJUST
VOTER APPR = -1X(LSR OF
(4041) OR (4058)) =

4060 REMAINING REDUCTION
= (4058)+(4059) =

4061 GDS TACONITE ADJUST
VOTER APPR = -1X(LSR OF
(4044) OR (4060)) =

4062 TOTAL TACONITE LEVY
LIMITATION ADJUST =
(4045)+(4047)+(4049)+
(4051)+(4053)+(4055)+
(4057)+(4059)+(4061)=

4063 CITY/TOWNSHIP DISTRIBUTION
= (4024)+(4062) =

FY2027 LEVY, AID & REVENUE SUMMARY
BY FUND CONTINUES ON PAGE 29

5000 ***FY2027 LEVY, AID & REVENUE*** SUMMARY BY FUND (ESTIMATE AT TIME OF PROPOSED LEVY CERTIFICATION)

GENERAL FUND

5001 GEN RMV VOTER APPROVED = (3000)+(3025) +(4055) = 73,629,853.53

5002 GENERAL RMV OTHER = (3001)+(3026) +(4053) = 28,911,585.27

5003 GEN NTC VOTER APPROVED = (3002)+(3027) +(4057) = 36,344,809.79

5004 GENERAL NTC OTHER = (3003)+(3028) +(4047) = 33,969,560.23

5005 TOTAL GENERAL FUND LEVY LIMITATION = (5001)+(5002)+(5003) + (5004) = 172,855,808.82

5006 TOTAL GENERAL FUND AID = (326)+(333)+(338) +(344)+(345)+(361) +(386)+(444)+(2020) =428,514,953.41

5007 TACONITE RECEIPTS = -1X(4047)-(4053) - (4055)-(4057) =

5008 TOTAL GENERAL FUND REVENUE = (5005)+ (5006)+(5007) = 601,370,762.23

COMMUNITY SERVICE FUND

5009 TOTAL COMMUNITY SERVICE FUND LEVY LIMITATION = (3005)+ (3029)+(4045) = 4,935,187.27

5010 TOTAL COM SERV FUND AID = (610)+(620)+(625) +(632)+(637)+(2021) = 4,007,610.95

5011 TACONITE RECEIPTS = -1X(4045) =

5012 TOTAL COMM SERV FUND REVENUE = (5009) +(5010)+(5011) = 8,942,798.22

GENERAL DEBT SERVICE FUND

5013 GEN DEBT SERVICE VOTER APPROVED = (3006)+(3034) +(3506)+(4061) =

5014 GEN DEBT SERV OTHER = (3007)+(3035) +(3507)+(4051) = 102,482,078.42

5015 TOTAL DEBT SERVICE FUND LEVY LIMITATION = (5013)+(5014) = 102,482,078.42

5016 TOTAL DEBT SERVICE FUND AID = (439)+ (780)+(800)+(2022) = 11,000,000.00

5017 MAX EFF LOAN AID USED = (3503) -(3506)-(3507) =

5018 TACONITE RECEIPTS = -(4051)-(4061) =

5019 TOTAL DEBT SERVICE FUND REVENUE = (5015)+(5016) 113,482,078.42 +(5017)+(5018) =

OPEB/PENSION DEBT SERVICE FUND

5020 OPEB/PENSION DEBT SERVICE VOTER APPROVED = (3009)+(3040) +(4059) =

5021 OPEB/PENSION DEBT SERVICE OTHER = (3010)+(3041) +(4049) =

5022 TOTAL OPEB/PENSION DEBT SERVICE FUND LEVY LIMITATION = (5020)+(5021) =

5023 TACONITE RECEIPTS = -(4049)-(4059) =

5024 TOTAL OPEB/PENSION DEBT SERVICE FUND REVENUE = (5022)+(5023) =

TOTAL, ALL FUNDS

5025 TOTAL LEVY LIMIT = (5005)+(5009) + (5015)+(5022) = 280,273,074.51

5026 TOTAL AID = (5006)+(5010) +(5016) = 443,522,564.36

5027 TOTAL MAX EFFORT AID USED = (5017) =

5028 TOTAL TACONITE RECEIPTS = (5007)+(5011) +(5018)+(5023) =

5029 TOTAL REVENUE = (5008)+(5012) +(5019)+(5024) = 723,795,638.87

I. COMPUTATION OF 2025 PAYABLE 2026 LEVY LIMITATION BY FUND (BEFORE COUNTY AUDITOR ADJUSTMENTS):

FUND	INITIAL LEVY LIMITATION	LIMITATION ADJUSTMENTS	ABATEMENT ADJUSTMENTS	OFFSET ADJUSTMENTS	TAC/MAX EFF ADJUSTMENT	MAXIMUM LEVY LIMITATION
GEN-RMV VOTER-EXEMP	69,362,611.07	4,267,242.46	N/A			73,629,853.53
GEN-RMV OTHER-EXEMP	27,231,443.05	1,680,142.22	N/A			28,911,585.27
GEN-NTC VOTER-EXEMP	36,344,809.79		N/A			36,344,809.79
GEN-NTC OTHER-GENED	N/A	N/A	N/A	N/A	N/A	N/A
GEN-NTC OTHER-EXEMP	30,668,795.55	1,330,929.53-	4,631,694.21			33,969,560.23
TOTAL GENERAL	163,607,659.46	4,616,455.15	4,631,694.21			172,855,808.82
COM SERV-EXEMP	4,734,616.98	80,508.69	120,061.60			4,935,187.27
DEBT-VOTER-NONEXEMP						
DEBT-OTHER-NONEXEMP	101,619,535.00	2,132,924.54-	2,995,467.96			102,482,078.42
TOTAL DEBT SERV	101,619,535.00	2,132,924.54-	2,995,467.96			102,482,078.42
OPEB-VOTER-NONEXEMP						
OPEB-OTHER-NONEXEMP						
TOTAL OPEB/PENSION						
TOTAL	269,961,811.44	2,564,039.30	7,747,223.77			280,273,074.51

II. COMPARISON OF 2024 PAYABLE 2025 LEVY LIMITATION WITH 2025 PAYABLE 2026 LEVY LIMITATION (BEFORE COUNTY AUDITOR ADJUSTMENTS):

FUND	2024 PAY 2025 LIMITATION	2025 PAY 2026 LIMITATION	INCREASE (DECREASE)	PERCENT CHANGE
GENERAL	172,441,562.01	172,855,808.82	414,246.81	.24
COMMUNITY SERVICE	5,417,372.67	4,935,187.27	482,185.40-	8.90-
GENERAL DEBT SERVICE	101,248,919.86	102,482,078.42	1,233,158.56	1.22
OPEB DEBT SERVICE				
TOTAL	279,107,854.54	280,273,074.51	1,165,219.97	.42

III. COMPARISON OF 2024 PAYABLE 2025 CERTIFIED LEVY PLUS COUNTY AUDITOR ADJUSTMENTS WITH
2025 PAYABLE 2026 CERTIFIED LEVY PLUS COUNTY AUDITOR ADJUSTMENTS:

FUND	2024 PAY 2025 CERTIFIED LEVY + ADJUSTMENTS	2025 PAY 2026 CERTIFIED LEVY + ADJUSTMENTS	INCREASE (DECREASE)	PERCENT CHANGE
GENERAL	172,441,562.01			
COMMUNITY SERVICE	5,417,372.67			
GENERAL DEBT SERVICE	101,248,919.86			
OPEB DEBT SERVICE				
TOTAL AFTER ADJUSTMENTS	279,107,854.54			

LINE #	LIMITATION COMPONENTS	2024 PAY 2025 LIMITATION	2024 PAY 2025 CERTIFIED LEVY	2025 PAY 2026 LIMITATION	2025 PAY 2026 PROPOSED LEVY	2025 PAY 2026 CERTIFIED LEVY	NOTES
	SUBTOTALS BY LEVY CATEGORY						
(5001)	GENERAL-RMV VOTER	70,450,513.59	70,450,513.59	73,629,853.53	73,629,853.53		
(5002)	GENERAL-RMV OTHER	28,451,103.08	28,451,103.08	28,911,585.27	28,911,585.27		
(5003)	GENERAL-NTC VOTER	38,142,202.00	38,142,202.00	36,344,809.79	36,344,809.79		
(5004)	GENERAL-NTC OTHER	35,397,743.34	35,397,743.34	33,969,560.23	33,969,560.23		
(5009)	COMMUNITY SERV-NTC OTHER	5,417,372.67	5,417,372.67	4,935,187.27	4,935,187.27		
(5013)	GENL DEBT-NTC VOTER						*1
(5014)	GENL DEBT-NTC OTHER	101,248,919.86	101,248,919.86	102,482,078.42	102,482,078.42		*1
(5020)	OPEB DEBT-NTC VOTER						
(5021)	OPEB DEBT-NTC OTHER						
	SUBTOTALS BY FUND						
(5005)	GENERAL FUND	172,441,562.01	172,441,562.01	172,855,808.82	172,855,808.82		
(5009)	COMMUNITY SERVICES FUND	5,417,372.67	5,417,372.67	4,935,187.27	4,935,187.27		
(5015)	GENERAL DEBT SERVICE FUND	101,248,919.86	101,248,919.86	102,482,078.42	102,482,078.42		
(5022)	OPEB/PENSION DEBT SERVICE FUND						
	SUBTOTALS BY TAX BASE						
	REFERENDUM MARKET VALUE	98,901,616.67	98,901,616.67	102,541,438.80	102,541,438.80		
	NET TAX CAPACITY	180,206,237.87	180,206,237.87	177,731,635.71	177,731,635.71		
	SUBTOTALS BY TRUTH IN TAXATION CATEGORY						
	VOTER APPROVED	108,592,715.59	108,592,715.59	109,974,663.32	109,974,663.32		
	OTHER	170,515,138.95	170,515,138.95	170,298,411.19	170,298,411.19		
	TOTAL LEVY						
	TOTAL LEVY	279,107,854.54	279,107,854.54	280,273,074.51	280,273,074.51		
	ALLOWABLE INCREASE						
	ALLOWABLE INCREASE AMOUNT						
	MAXIMUM ALLOWABLE CERTIFIED LEVY				280,273,074.51		

FOOTNOTES:
*1 SCHOOL BUILDING BOND AGRICULTURAL CREDIT WILL BE CALCULATED USING THE GENERAL DEBT SERVICE LEVY CATEGORIES

NOTE TO SCHOOL DISTRICTS: MUST CERTIFY PROPOSED AND FINAL LEVIES VIA THE WEB-BASED LEVY CERTIFICATION SYSTEM AVAILABLE ON THE MDE WEBSITE, HTTP://EDUCATION.STATE.MN.US.

LINE #	LIMITATION COMPONENTS	2024 PAY 2025 LIMITATION	2024 PAY 2025 CERTIFIED LEVY	2025 PAY 2026 LIMITATION	2025 PAY 2026 PROPOSED LEVY	2025 PAY 2026 CERTIFIED LEVY	NOTES
GENERAL REFER MARKET VALUE VOTER APPROVED:							
(313)	1ST TIER RMV REFER	13,395,094.20	13,395,094.20	13,038,884.00	13,038,884.00		*2
(314)	2ND TIER RMV REFER	32,213,745.56	32,213,745.56	33,057,822.75	33,057,822.75		*2
(315)	UNEQUALIZED RMV REFER	23,393,658.43	23,393,658.43	23,265,904.32	23,265,904.32		
(1031)	FY2026 1ST TIER REF ADJUST	394,496.00	394,496.00				*2
(1039)	FY2026 2ND TIER REF ADJUST	909,270.40	909,270.40	116,479.08	116,479.08		*2
(1047)	FY2026 UNEQUAL REF ADJUST	749,637.54	749,637.54	286,247.34	286,247.34		
(1053)	FY2026 TBRA ALLOC ADJUST						*2
(1062)	FY2026 REF HOLD HARMLESS ADJ						
(1137)	FY2024 1ST TIER REF ADJUST	172,656.40-	172,656.40-	798,440.40	798,440.40		
(1144)	FY2024 2ND TIER REF ADJUST	358,731.20-	358,731.20-	1,778,265.63	1,778,265.63		
(1151)	FY2024 UNEQUAL REF ADJUST	74,000.94-	74,000.94-	1,287,810.01	1,287,810.01		
(1157)	FY2024 TBRA ALLOC ADJUST						
(1169)	FY2024 REF HOLD HARMLESS ADJ						
(1329)	OTHER RMV REF ADJUST (MEMO)						
(3025)	RMV REF NET OFFSET ADJUST						
(4055)	REFERENDUM TACONITE ADJUST						
(5001)	TOTAL GENERAL - RMV VOTER APPROVED	70,450,513.59	70,450,513.59	73,629,853.53	73,629,853.53		
GENERAL REFER MARKET VALUE OTHER:							
(310)	1ST TIER LOCAL OPTIONAL	8,724,043.21	8,724,043.21	8,491,732.21	8,491,732.21		*3
(238)	2ND TIER LOCAL OPTIONAL	12,346,782.48	12,346,782.48	12,018,449.60	12,018,449.60		*3
(242)	EQUITY	1,455,988.50	1,455,988.50	1,417,270.00	1,417,270.00		*3
(245)	TRANSITION	5,448,891.36	5,448,891.36	5,303,991.24	5,303,991.24		*3
(1011)	FY2026 LOR TIER 1 ADJUST	257,280.00	257,280.00				*3
(1015)	FY2026 LOR TIER 2 ADJUST	363,622.40	363,622.40				*3
(1019)	FY2026 EQUITY ADJUST	42,880.00	42,880.00				*3
(1023)	FY2026 TRANSITION ADJUST	160,474.12	160,474.12				*3
(1055)	FY2026 LOR TIER 1 TBRA ADJUST						*2
(1064)	FY2026 LOR TIER 1 HOLD HARM ADJ						
(1109)	FY2024 LOR TIER 1 ADJUST	100,714.21-	100,714.21-	532,609.79	532,609.79		
(1116)	FY2024 LOR TIER 2 ADJUST	159,144.16-	159,144.16-	735,953.76	735,953.76		
(1123)	FY2024 EQUITY ADJUST	18,767.00-	18,767.00-	86,787.00	86,787.00		
(1130)	FY2024 TRANSITION ADJUST	70,233.62-	70,233.62-	324,791.67	324,791.67		
(1163)	FY2024 LOR TIER 1 TBRA ADJUST						
(1175)	FY2024 LOR TIER 1 HOLD HARMLESS						
(1334)	OTHER ADJ, GEN OTHER RMV						
(3026)	GENERAL OTH RMV NET OFFSET ADJ						
(4053)	GENERAL OTH RMV TACONITE ADJUST						
(5002)	TOTAL GENERAL - RMV OTHER	28,451,103.08	28,451,103.08	28,911,585.27	28,911,585.27		

FOOTNOTES:
*2 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN CORRESPONDING REFERENDUM EQUALIZATION AID (PRIOR TO TAX BASE REPLACEMENT AID AND REFERENDUM HOLD HARMLESS).
*3 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN CORRESPONDING GENERAL EDUCATION AID.
FISCAL YEAR (FY) REFERENCES IN THE LIMITATION COMPONENTS COLUMN RELATE TO PAYABLE 2026. FOR PAYABLE 2025 COLUMNS, THE AMOUNTS SHOWN ARE FOR ONE YEAR PRIOR THE FISCAL YEAR SHOWN.

LINE #	LIMITATION COMPONENTS	2024 PAY 2025 LIMITATION	2024 PAY 2025 CERTIFIED LEVY	2025 PAY 2026 LIMITATION	2025 PAY 2026 PROPOSED LEVY	2025 PAY 2026 CERTIFIED LEVY NOTES
GENERAL NET TAX CAPACITY VOTER APPROVED:						
(493)	CAPITAL PROJECT REFERENDUM	38,142,202.00	38,142,202.00	36,344,809.79	36,344,809.79	
(1337)	OTHER NTC VOTER ADJ					
(4057)	CAPITAL PROJ TACONITE ADJ					
(5003)	TOTAL GENERAL - NTC VOTER APPROVED	38,142,202.00	38,142,202.00	36,344,809.79	36,344,809.79	

LINE #	LIMITATION COMPONENTS	2024 PAY 2025 LIMITATION	2024 PAY 2025 CERTIFIED LEVY	2025 PAY 2026 LIMITATION	2025 PAY 2026 PROPOSED LEVY	2025 PAY 2026 CERTIFIED LEVY NOTES
	GENERAL NET TAX CAPACITY OTHER:					
	INITIAL LEVIES:					
(232)	OPERATING CAPITAL	6,807,093.04	6,807,093.04	6,628,797.75	6,628,797.75	*3
(337)	ALT TEACHER COMP (Q COMP)	2,570,943.83	2,570,943.83	2,527,822.57	2,527,822.57	*4
(359)	ACHIEVEMENT & INTEGRATION	3,910,277.10	3,910,277.10	3,908,867.45	3,908,867.45	*5
(363)	FY2026 REEMPLOYMENT INS	2,000,000.00	2,000,000.00	1,300,000.00	1,300,000.00	
(365)	SAFE SCHOOLS	1,048,311.72	1,048,311.72	1,020,434.40	1,020,434.40	
(368)	SAFE SCHOOLS INTERMEDIATE					
(371)	JUDGMENT					*6
(373)	ICE ARENA					
(385)	FY2026 CAREER TECHNICAL	1,385,899.99	1,385,899.99	1,385,899.99	1,385,899.99	
(389)	FY2025 ANNUAL OTHER POST-EMPLOYMENT BENEFITS (OPEB)	2,518,135.62	2,518,135.62	1,439,775.79	1,439,775.79	
(445)	LT FACILITIES EQUAL					*4
(446)	LT FACILITIES UNEQUAL	3,765,345.00	3,765,345.00	3,878,306.00	3,878,306.00	
(456)	DISABLED ACCESS					
(490)	BUILDING/LAND LEASE	1,454,229.22	1,454,229.22	1,490,491.60	1,490,491.60	
(491)	COOP BUILDING REPAIR					
(492)	OTHER CAPITAL (MEMO)					
(495)	CONSOL/TRANSITION					
(496)	REORG OPERATING DEBT					
(497)	FY2026 HEALTH BENEFITS					
(498)	ADDITIONAL RETIREMENT	7,088,400.00	7,088,400.00	7,088,400.00	7,088,400.00	
(499)	SEVERANCE					
(500)	ADMINISTRATIVE DISTRICT					
(501)	SWIMMING POOL					
(502)	TREE GROWTH					
(503)	CONSOL/RETIREMENT					
(504)	ECON DEV ABATEMENT					
(505)	OTHER GENERAL (MEMO)					
(5005A)	SUBTOTAL - INITIAL LEVIES - GENERAL NTC OTHER	32,548,635.52	32,548,635.52	30,668,795.55	30,668,795.55	

FOOTNOTES:
*3 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN CORRESPONDING GENERAL EDUCATION AID.
*4 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN EQUALIZATION AID.
*5 70% OF INTEGRATION REVENUE IS PROVIDED BY STATE AID. DISTRICT MUST PROVIDE 30% OF INTEGRATION REVENUE EITHER THROUGH THIS LEVY OR THROUGH OTHER DISTRICT FUNDS.
*6 WITH COMMISSIONER APPROVAL, DISTRICTS MAY SPREAD THIS LEVY OVER UP TO THREE YEARS.

FISCAL YEAR (FY) REFERENCES IN THE LIMITATION COMPONENTS COLUMN RELATE TO PAYABLE 2026. FOR PAYABLE 2025 COLUMNS, THE AMOUNTS SHOWN ARE FOR ONE YEAR PRIOR THE FISCAL YEAR SHOWN.

LINE #	LIMITATION COMPONENTS	2024 PAY 2025 LIMITATION	2024 PAY 2025 CERTIFIED LEVY	2025 PAY 2026 LIMITATION	2025 PAY 2026 PROPOSED LEVY	2025 PAY 2026 CERTIFIED LEVY	NOTES
	GENERAL NET TAX CAPACITY OTHER (CON'T):						
	LEVY ADJUSTMENTS:						
(1003)	FY2026 OPER CAPITAL ADJUST	219,587.34	219,587.34	2,620.78	2,620.78		*3
(1102)	FY2024 OPER CAPITAL ADJUST	72,617.24-	72,617.24-	421,309.75	421,309.75		
(1072)	FY2026 ALT TEACHER COMP ADJUST	65,170.56	65,170.56	152,322.17	152,322.17		*7
(1204)	FY2024 ALT TEACHER COMP ADJUST	114,743.64-	114,743.64-				
(1068)	FY2026 ACHIEVE & INTEG ADJUST	39,439.70	39,439.70	62,820.02	62,820.02		*5
(1182)	FY2024 ACHIEVE & INTEG ADJUST	135,250.41-	135,250.41-	533,156.70-	533,156.70-		*5
(1187)	FY2024 REEMPLOYMENT ADJUST	3,769.67	3,769.67	872,888.65-	872,888.65-		
(1192)	FY2024 SAFE SCHOOLS ADJUST	6,837.84-	6,837.84-	65,726.64	65,726.64		
(1197)	FY2024 SAFE SCHOOLS INTERM ADJ						
(1230)	FY2024 CAREER TECHNICAL ADJUST	263,237.68-	263,237.68-	319,391.40-	319,391.40-		
(1234)	FY2024 HEALTH BENEFITS ADJUST						
(1240)	FY2024 ANNUAL OPEB ADJUST	322,809.47-	322,809.47-				
(1076)	FY2026 LTFM EQUAL ADJUST						
(1080)	FY2026 LTFM UNEQUAL ADJUST						
(1081)	FY2026 H&S REBATE ADJ						
(1088)	FY2025 LTFM EQUAL ADJUST						
(1095)	FY2025 LTFM UNEQUAL ADJUST						
(1215)	FY2024 LTFM EQUAL ADJUST						
(1226)	FY2024 LTFM UNEQUAL ADJUST	282.09-	282.09-	.86-	.86-		
(5005B)	SUBTOTAL - ADJUSTMENTS-THIS PAGE GENERAL NTC OTHER	587,811.10-	587,811.10-	1,020,638.25-	1,020,638.25-		

FOOTNOTES:
*3 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN CORRESPONDING GENERAL EDUCATION AID.
*5 70% OF INTEGRATION REVENUE IS PROVIDED BY STATE AID. DISTRICT MUST PROVIDE 30% OF INTEGRATION REVENUE EITHER THROUGH THIS LEVY OR THROUGH OTHER DISTRICT FUNDS.
*7 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN ALTERNATIVE COMPENSATION EQUALIZATION

FISCAL YEAR (FY) REFERENCES IN THE LIMITATION COMPONENTS COLUMN RELATE TO PAYABLE 2026. FOR PAYABLE 2025 COLUMNS, THE AMOUNTS SHOWN ARE FOR ONE YEAR PRIOR THE FISCAL YEAR SHOWN.

LINE #	LIMITATION COMPONENTS	2024 PAY 2025 LIMITATION	2024 PAY 2025 CERTIFIED LEVY	2025 PAY 2026 LIMITATION	2025 PAY 2026 PROPOSED LEVY	2025 PAY 2026 CERTIFIED LEVY	NOTES
	GENERAL NET TAX CAPACITY OTHER (CON'T):						
	LEVY ADJUSTMENTS:						
(1322)	PAY 23 LEASE ADJUST	1,822.42-	1,822.42-	9,807.82-	9,807.82-		
(1323)	LEASE LEVY ADJ (MEMO)						
(1324)	OTHER CAPITAL ADJUST (MEMO)						
(760)	FY2027 FAC & EQUIP BOND ADJUST						
(1326)	ECON DEV ABATE ADJUST						
(1327)	DEBT SURPLUS ADJUST						
(1341)	OTHER GENERAL ADJUST	88,343.91-	88,343.91-	300,483.46-	300,483.46-		
(2038)	ABATEMENT ADJUSTMENT	2,323,284.86	2,323,284.86	4,004,821.25	4,004,821.25		*10
(2051)	CARRY-OVER ABATEMENT ADJUST						*11
(2069)	ADVANCE ABATEMENT ADJUST	1,203,800.39	1,203,800.39	626,872.96	626,872.96		*12
(4047)	GENERAL OTH NTC TACONITE ADJUST						
(5005C)	SUBTOTAL - ADJUSTMENTS- THIS PAGE GENERAL NTC OTHER	3,436,918.92	3,436,918.92	4,321,402.93	4,321,402.93		
(5005A)	SUBTOTAL - INITIAL LEVIES- PAGE 34 GENERAL NTC OTHER	32,548,635.52	32,548,635.52	30,668,795.55	30,668,795.55		
(5005B)	SUBTOTAL - ADJUSTMENTS- PAGE 35 GENERAL NTC OTHER	587,811.10-	587,811.10-	1,020,638.25-	1,020,638.25-		
(5004)	TOTAL GENERAL - NTC OTHER	35,397,743.34	35,397,743.34	33,969,560.23	33,969,560.23		

FOOTNOTES:
*10 PAY 2027 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT. DISTRICTS MAY SPREAD THI COMPONENT OVER A PERIOD OF TWO YEARS (UP TO THREE YEARS ON REQUEST).
*11 PAY 2027 LEVY LIMITATION WILL NOT BE INCREASED BY ANY UNDERLEVY IN THIS COMPONENT UNLESS EXTENSION IS REQUESTED.
*12 PAY 2027 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT.
FISCAL YEAR (FY) REFERENCES IN THE LIMITATION COMPONENTS COLUMN RELATE TO PAYABLE 2026. FOR PAYABLE 2025 COLUMNS, THE AMOUNTS SHOWN ARE FOR ONE YEAR PRIOR THE FISCAL YEAR SHOWN.

LINE #	LIMITATION COMPONENTS	2024 PAY 2025 LIMITATION	2024 PAY 2025 CERTIFIED LEVY	2025 PAY 2026 LIMITATION	2025 PAY 2026 PROPOSED LEVY	2025 PAY 2026 CERTIFIED LEVY	NOTES
	COMMUNITY SERVICE:						
(609)	BASIC COMMUNITY EDUC	2,881,958.81	2,881,958.81	2,494,049.99	2,494,049.99		*13
(619)	EARLY CHILD FAMILY	1,746,888.23	1,746,888.23	1,412,056.47	1,412,056.47		*14
(624)	HOME VISITING	79,302.00	79,302.00	73,644.00	73,644.00		
(631)	ADULTS W/ DISABILITIES	46,314.07	46,314.07	39,866.52	39,866.52		
(636)	SCHOOL-AGE CARE	490,000.00	490,000.00	715,000.00	715,000.00		*14
(638)	OTHER COMM ED (MEMO)						
(1403)	FY2026 EARLY CHILD FAMILY ADJ	2,999.39-	2,999.39-	173,129.87-	173,129.87-		
(1407)	FY2024 HOME VISITING ADJUST	1,056.00-	1,056.00-	525.00-	525.00-		
(1411)	FY2024 SCHOOL-AGE CARE ADJUST	62,656.97	62,656.97	254,163.56	254,163.56		
(1412)	ADULTS W/ DISABILITIES ADJUST						
(1415)	OTHER ADJUST (MEMO)						
(2039)	ABATEMENT ADJUSTMENT	64,141.65	64,141.65	102,918.61	102,918.61		*10
(2052)	CARRY-OVER ABATEMENT ADJUST						*11
(2070)	ADVANCE ABATEMENT ADJUST	50,166.33	50,166.33	17,142.99	17,142.99		*12
(4045)	COM SERV TACONITE ADJUST						
(5009)	TOTAL COMMUNITY SERVICE	5,417,372.67	5,417,372.67	4,935,187.27	4,935,187.27		

FOOTNOTES:
*10 PAY 2027 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT. DISTRICTS MAY SPREAD THI COMPONENT OVER A PERIOD OF TWO YEARS (UP TO THREE YEARS ON REQUEST).
*11 PAY 2027 LEVY LIMITATION WILL NOT BE INCREASED BY ANY UNDERLEVY IN THIS COMPONENT UNLESS EXTENSION IS REQUESTED.
*12 PAY 2027 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT.
*13 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN CORRESPONDING STATE AID.
*14 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN CORRESPONDING STATE AID. DISTRICT MUST PROVIDE A COMMUNITY EDUCATION PROGRAM TO QUALIFY FOR THIS LEVY.
FISCAL YEAR (FY) REFERENCES IN THE LIMITATION COMPONENTS COLUMN RELATE TO PAYABLE 2026. FOR PAYABLE 2025 COLUMNS, THE AMOUNTS SHOWN ARE FOR ONE YEAR PRIOR THE FISCAL YEAR SHOWN.

LINE #	LIMITATION COMPONENTS	2024 PAY 2025 LIMITATION	2024 PAY 2025 CERTIFIED LEVY	2025 PAY 2026 LIMITATION	2025 PAY 2026 PROPOSED LEVY	2025 PAY 2026 CERTIFIED LEVY	NOTES
	DEBT SERVICE VOTER APPROVED:						
(809)	DEBT SERVICE-AID ELIG						*15
(811)	DEBT SERVICE-AID INELIG						*15
(781)	NATURAL DISASTER DEBT						*15
(1700)	REDUCTION FOR DEBT EXCESS						
(1701)	OTHER ADJUST (MEMO)						
(2040)	ABATEMENT ADJUSTMENT						*10,16
(2053)	CARRY OVER ABATEMENT						*11,16
(2071)	ADVANCE ABATE ADJUST						*12,16
(3034)	GDS VTR NET OFFSET ADJUST						
(3506)	GDS VTR MAX EFFORT ADJ						
(4061)	GDS VTR TACONITE ADJUST						
(5013)	TOTAL DEBT SERVICE VOTER APPROVED						*1
	DEBT SERVICE OTHER:						
(810)	DEBT SERVICE-AID ELIG	43,045,359.66	43,045,359.66	46,163,355.00	46,163,355.00		*15
(812)	DEBT SERVICE-AID INELIG	33,161,915.80	33,161,915.80	24,906,315.00	24,906,315.00		*15
(772)	LT FACILITIES DEBT SERVICE	30,645,606.33	30,645,606.33	30,549,865.00	30,549,865.00		*15
(1708)	FY2026 LTFM DEBT SERV ADJ						
(1715)	FY2025 LTFM DEBT SERV ADJ						
(1726)	FY2024 LTFM DEBT SERV ADJ						
(1703)	REDUCTION FOR DEBT EXCESS	8,052,997.78-	8,052,997.78-	2,132,924.54-	2,132,924.54-		
(1704)	OTHER ADJUST (MEMO)						
(2040)	ABATEMENT ADJUSTMENT	1,545,488.58	1,545,488.58	2,665,967.79	2,665,967.79		*10,16
(2053)	CARRY OVER ABATEMENT						*11,16
(2071)	ADVANCE ABATE ADJUST	903,547.27	903,547.27	329,500.17	329,500.17		*12,16
(3035)	GDS OTH NET OFFSET ADJUST						
(3507)	GDS OTH MAX EFFORT ADJ						
(4051)	GDS OTH TACONITE ADJUST						
(5014)	TOTAL DEBT SERVICE OTHER	101,248,919.86	101,248,919.86	102,482,078.42	102,482,078.42		*1

FOOTNOTES:
*1 SCHOOL BUILDING BOND AGRICULTURAL CREDIT WILL BE CALCULATED USING THE GENERAL DEBT SERVICE LEVY CATEGORIES
*10 PAY 2027 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT. DISTRICTS MAY SPREAD THI COMPONENT OVER A PERIOD OF TWO YEARS (UP TO THREE YEARS ON REQUEST).
*11 PAY 2027 LEVY LIMITATION WILL NOT BE INCREASED BY ANY UNDERLEVY IN THIS COMPONENT UNLESS EXTENSION IS REQUESTED.
*12 PAY 2027 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT.
*15 DISTRICT MUST LEVY THE MAXIMUM AMOUNT FOR THIS LEVY COMPONENT.
*16 ABATEMENT ADJUSTMENTS SHOWN ON LINES 2040, 2053 AND 2071 APPEAR AS VOTER APPROVED DEBT SERVICE IF VOTER APPROVED INITIAL DEBT SERVICE LEVY ON LINE 813 IS GREATER THAN ZERO. OTHERWISE ABATEMENT ADJUSTMENTS APPEAR AS OTHER DEBT SERVICE.

FISCAL YEAR (FY) REFERENCES IN THE LIMITATION COMPONENTS COLUMN RELATE TO PAYABLE 2026. FOR PAYABLE 2025 COLUMNS, THE AMOUNTS SHOWN ARE FOR ONE YEAR PRIOR THE FISCAL YEAR SHOWN.

LINE #	LIMITATION COMPONENTS	2024 PAY 2025 LIMITATION	2024 PAY 2025 CERTIFIED LEVY	2025 PAY 2026 LIMITATION	2025 PAY 2026 PROPOSED LEVY	2025 PAY 2026 CERTIFIED LEVY	NOTES
	OPEB/PENSION DEBT SERVICE VOTER APPROVED:						
(902)	REQ DEBT SERVICE LEVY FOR OPEB/PENSION BONDS						*15
(1900)	REDUCTION FOR DEBT EXCESS						
(1901)	OTHER ADJUST (MEMO)						
(2041)	ABATEMENT ADJUSTMENT						*10,17
(2054)	CARRY OVER ABATEMENT						*11,17
(2072)	ADVANCE ABATE ADJUST						*12,17
(4059)	OPEB/PENSION DEBT TACONITE ADJUST						
(5020)	TOTAL OPEB/PENSION DEBT SERVICE VOTER APPROVED						
	OPEB/PENSION DEBT SERVICE OTHER:						
(907)	REQ DEBT SERVICE LEVY FOR OPEB/PENSION BONDS						*15
(1903)	REDUCTION FOR DEBT EXCESS						
(1904)	OTHER ADJUST (MEMO)						
(2041)	ABATEMENT ADJUSTMENT						*10,17
(2054)	CARRY OVER ABATEMENT						*11,17
(2072)	ADVANCE ABATE ADJUST						*12,17
(3041)	OPEB DEBT OTH NET OFFSET ADJUST						
(4049)	OPEB/PENSION DEBT TACONITE ADJUST						
(5021)	TOTAL OPEB/PENSION DEBT SERVICE OTHER						

FOOTNOTES:
*10 PAY 2027 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT. DISTRICTS MAY SPREAD THI COMPONENT OVER A PERIOD OF TWO YEARS (UP TO THREE YEARS ON REQUEST).
*11 PAY 2027 LEVY LIMITATION WILL NOT BE INCREASED BY ANY UNDERLEVY IN THIS COMPONENT UNLESS EXTENSION IS REQUESTED.
*12 PAY 2027 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT.
*15 DISTRICT MUST LEVY THE MAXIMUM AMOUNT FOR THIS LEVY COMPONENT.
*17 ABATEMENT ADJUSTMENTS SHOWN ON LINES 2041, 2054 AND 2072 APPEAR AS VOTER APPROVED OPEB DEBT SERVICE IF VOTER APPROVED INITIAL OPEB DEBT SERVICE LEVY ON LINE 902 IS GREATER THAN ZERO. OTHERWISE ABATEMENT ADJUSTMENTS APPEAR AS OTHER DEBT SERVICE.

FISCAL YEAR (FY) REFERENCES IN THE LIMITATION COMPONENTS COLUMN RELATE TO PAYABLE 2026. FOR PAYABLE 2025 COLUMNS, THE AMOUNTS SHOWN ARE FOR ONE YEAR PRIOR THE FISCAL YEAR SHOWN.

END OF LEVY LIMITATION AND CERTIFICATION REPORT

Special School District Number 1
Board of Education Resolution

Resolution: 2025-0055
December 9, 2025

MINNEAPOLIS
PUBLIC SCHOOLS

Resolution authorizing and delegating authority to enter into agreements related to the lease, use and improvement of softball fields with the Minneapolis Park and Recreation Board

WHEREAS, the Special School District No. 1 (Minneapolis), Minnesota (the "District") has determined that it is in the best interest of its students to secure long-term access to quality softball fields for use by the District's students; and

WHEREAS, the Minneapolis Park and Recreation Board (the "Park Board;" together with the District, the "Parties") is either the fee owner or lessee of real property at which it operates public parks that include one or more softball fields (the "Softball Facilities"); and

WHEREAS, the District desires to lease and/or use the Softball Facilities for the purposes of its students' softball activities and programs; and

WHEREAS, the Park Board desires to permit the District to lease and/or use the Softball Facilities for such purposes; and

WHEREAS, the Parties desire to jointly make a range of improvements to the Softball Facilities that will require investment, construction, and installation; and

WHEREAS, the District desires to finance such improvements to the Softball Fields with proceeds of certain general obligation bonds authorized and issued by the District from time to time; and

WHEREAS, the Parties desire to enter into agreements to provide for the mutual long-term lease and/or use of the Softball Facilities and to establish the current rights and obligations related to the lease and/or use of the Softball Fields and related outdoor recreational areas; and

WHEREAS, the District is authorized to enter into agreements to lease and/or use the Softball Facilities pursuant to Minn. Stat. §§ 128D.04, 123B.02, 123B.51, Subd. 3., and 471.64; and

WHEREAS, the Parties desire to enter into a Property Lease and Use Agreement in substantially the form attached hereto as **Exhibit A** (the "Lease"), pursuant to which the Park Board will lease to the District three of the Softball Facilities, one softball field located at each of Jackson Square Park, Creekview Park, and Todd Park in Hennepin County, Minnesota; and

WHEREAS, a form of the Lease has been submitted to this Board for review.

NOW THEREFORE BE IT RESOLVED, **NOW THEREFORE BE IT RESOLVED**, that the Board of Education (the "Board") of Special School District No. 1 (Minneapolis), Minnesota, hereby approves the form of the Lease, and the Board Chair and Clerk are hereby authorized and directed to execute, attest, and deliver the Lease on behalf of the District in the form hereby approved, with such changes and necessary and appropriate variations, omissions and insertions as may be desirable or necessary and permissible (whether to the Lease or its schedules or exhibits), all as approved by the Senior Operations Officer of the District; provided, however, that notwithstanding anything herein to the contrary, (1) the executed Lease shall not require an investment by the District in the Softball Facilities in an amount exceeding $2,500,000.00 without the approval of the Superintendent of the District and the Board Chair and Clerk who are hereby authorized to approve investments in the Softball Fields of up to $3,000,000 without further consent of the Board, and (2) the term of the Lease shall expire on the later of (a) February 1, 2046, and (b) the date that is twenty years after the placed-in-service date of the Softball Facilities. All of the provisions of the Lease, when executed and delivered as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein. The execution of the Lease shall be conclusive evidence of the approval by this Board of its terms. The Board hereby further authorizes, directs, and empowers the Senior Operations Officer of the District to take such action and to do or cause to be done all

things as may necessary or desirable to carry out and comply with the provisions of this resolution or the documents and transaction hereby approved, and to give effect to the same, and to perform the obligations of the District with respect thereto. All such actions of the employees and officers of the District, whether heretofore or hereafter taken or done, shall be and hereby are ratified, confirmed and approved in all respects.

ADOPTED this 9th day of December 2025.

Collin Beachy, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE

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

Diamond Sports Facility Study

March 2025

Minneapolis
Park & Recreation Board

Credits

Technical Advisory Committee

The Minneapolis Park and Recreation Board appreciates the public members of a Technical Advisory Committee (TAC) formed to offer insights and direction to this study. Their time and energy were foundational to the directions embodied in this study.

Jeanne Lawless	612 Softball
Marion Collins	612 Softball
Mark Jensen	RBI and Minneapolis Millers
Michael Munoz	Coach
Patrick Jackson	MPRB softball
Renee Camara-Good	612 Softballs
Rachel Spiess	MPRB softball
Pat Smith	Minneapolis Youth Baseball Association

Staff from the Minneapolis Park and Recreation Board were active throughout the process, including participating in meetings with TAC:.

Siciid Ali	Planner
Jack Bartsch	Director of Athletics, Aquatics, Ice Arenas and Golf
Dave Bergstrom	Operations Manager
Jeff Evenson	Director of Asset Management
Tim Grate	Athletic Program Manager
Michael Schroeder	Assistant Superintendent for Planning Services

Board of Commissioners

Becca Thompson	District 1 Commissioner
Billy Menz	District 2 Commissioner
Becky Alper	District 3 Commissioner
Elizabeth Shaffer	District 4 Commissioner
Steffanie Musich	District 5 Commissioner
Cathy Abene	District 6 Commissioner, Vice President
Margret Forney	At-large Commissioner, President
Charles Rucker	At-large Commissioner
Thomas Olsen	At-large Commissioner

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Executive Summary

Like many similar studies of facilities in the Minnepolis park system, this one is guided by Technical Advisory Committee comprised of volunteers associated with baseball and softball as well as staff from the Recreation and Environmental Stewardship Divisions of the Minneapolis Park and Recreation Board (MPRB), each of whom offered key directions supporting an understanding of current conditions related to the sports and the supporting facilities. Importantly, their contributions extended into some of the core practices of the MPRB, especially the reservations systems used to assign facilities teams or organizations.

Baseball and softball, collectively in this study referenced as "diamond sports," have been core recreation features of the MPRB for decades. At the same time, sports such as football, soccer, lacrosse, and rugby ("field sports") have grown in popularity, causing a need to share vital spaces in the MPRB park system needed for each sport. While advocates for diamond sports desire additional park space to support their activities, this study is directed to methods of upgrading facilities with the goal of improving physical conditions for play at all levels. Attention is directed to maintenance and care of diamond sports facilities, recognizing current limitations in operating and care for those facilities resulting from staffing shortage, as well as reservations methods used by diamond sports teams and organizations to secure fields for practices and games.

The study offers direction for a broad range of initiatives surrounding diamond sports but its real import is its capacity to guide and, especially, initiate aligned change. Greater consistency among field types allows teams and organizations using diamond sports facilities to move between facilities with essentially the same expectations for configurations, features, and conditions.

Advancement requires an assignment of responsibility and a timeline for action, requiring support of the Board of Commissioners through allocation of adequate staffing to accomplish a goal or initiative and, often, funding to support a capital or rehabilition project. To the extent partnerships can be established or funds gained through grants or other contributions, the evolution of facilities to meet this study's goal will be advanced more quickly.

While this study offers direction for diamond sports, it will be important to pair its findings with upcoming studies focused on field sports. Court sports and winter sports will also be studied but they bear less on conditions supporting diamond sports than do the field sports.

1.0 Purpose

More than 400 youth teams participated in diamond sports on facilities owned by the Minneapolis Park and Recreation Board in 2023. For adults playing softball and baseball, the number of teams grows to at least 800. Players participate in youth leagues for ages six and younger to one softball league where participants are in their 80s and 90s. Softball and baseball are played at facilities of highly varied quality across the Minneapolis park system. While national trends for diamond sports appear inconclusive, those choosing to participate in diamond sports need facilities aligned with varying skill levels and a quality diamond sport experience every time they step onto an MPRB field.

MPRB park users have noted the condition of many fields do not support a great experience for players--at all levels of competition and especially relative to suburban fields. Accessing fields has been noted as a concern, with some entities seemingly dominating field use at the exclusion of less organized user groups. There also remains a concern, noted by some diamond sports advocates after several service area plans were adopted, that the quantity of fields supporting diamond sports is less than required to support play in the Minneapolis park system. In fact, it's likely that facilities supportive of all sports is inadequate—there simply isn't space sufficient to accommodate all needs.

In response, the Board of Commissioners directed the conduct a study of those concerns with the goal of elevating the conditions for play at all levels. That work was guided by a volunteer Technical Advisory Committee (TAC) and staff from various units of the MPRB who met over a period of about ten months to establish guidance. The TAC felt strongly that many areas of its work—especially the designation of a fields supporting high school girls softball—should be accompanied by actions leading to real change. This point was amplified by a resolution from the Board of Commissioners framing a schedule for implementation of four to six fields supporting high school girls softball.

The narrative of this document extends further than the facilities supporting diamond sports. The TAC directed significant time to understanding the methods of accessing and scheduling available fields. Situations that occurred at about the same time as this study might have precipitated that part of the TAC's dialog, but it's noteworthy that the process revealed scheduling of fields and understanding of field availability to be somewhat of a mystery, which is antithetical to the transparency goals of the MPRB. To that end, this document advocates for more public-facing tools for field users and staff that can be applied to seasonal and ad hoc field use and scheduling.

TAC members were quite insistent that advancing conditions for the play of diamond sports is not the sole responsibility of the MPRB. As TAC members were representative of the organizations using diamond sports facilities, they encouraged the MPRB to consider them as partners—not just for programming but possibly for funding and care of the facilities. The document begins to address some of those opportunities, which might only be expected to expand as those relationships mature.

This document may not resolve every concern related to diamond sports in the MPRB system. Guidance is offered through a series of principles and goals, which are eventually linked to the actions noted in the document. It's important that those principles and goals were derived from TAC input (with documentation to the initial TAC comments supporting each principle or goal), not from MPRB staff or elected leadership. In defining those statements from the TAC as overall guidance, the MPRB is wholly aligned with their importance in framing potential courses of action even beyond what is contained in this document. This document also defines standards for fields in terms of class, field sizing, and field features addressing a wide range of play and skill level. It addresses a charge from the Board of Commissioners to increase the number of fields appropriate for high school girls softball, with three fields noted for improvements with more to follow.

This plan for diamond sports aligns with the following goals of Parks for All, the MPRB 2021-2036 Comprehensive Plan, each of which might be addressed in various parts of the plan's narrative:

Goal 1:	Foster belonging and equity
Goal 3:	Provide core services with care
Goal 4:	Work from our strengths and determine our role in partnerships
Goal 7:	Connect through communications and technology
Goal 9:	Operate a financially sustainable enterprise

2.0 Charge

The Board of Commissioners approved Resolution 2022-341 on December 7, 2022 as the direction for the study of athletic facilities in the MPRB system. As part of the direction from commissioners, it was determined that diamond sports facilities would be the first to be considered. Specific directions for the work were framed in a proposal requested of staff from commissioners, which included several parameters offering focus for the studies. The Board-accepted proposal offered a goal and two charges, which were expected to become part of the direction to a group of public members selected to assist in guiding the work of each study (which is the Technical Advisory Committee or TAC):

Goal: To establish facilities for athletic pursuits providing high-level experiences for users regardless of ability.

Charge: To engage separate Advisory Committees to develop directions for improving athletic facilities (diamond sports, athletic field sports, court sports, and winter sports) in the Minneapolis park system.

Charge: To develop facility plans for Diamond Sports, Athletic Field Sports, Courts Sports, and Winter Recreation. The plans shall provide guidance relative to classification of existing facilities according to standards developed as a part of the planning process. The study process shall consider and recommend standards for access and use, permits for recreation use, standards for care for each type, distribution of fa-

cilities (as a confirmation of distribution established in Service Area Master Plans), enhancement or expansion of facilities, and other factors relevant to increasing the use and quality of experience for various athletic facilities in the MPRB system. Articulation of the various plans will be aligned with previously created Skate Park Activity Plan and Urban Agriculture Plan.

It is noted the Board of Commissioners, in approving staff's proposal for the work, agreed the work should not encompass changes to already approved long-range plans. Because those plans were adopted by the Board, each with lengthy public input processes, it would be inconsistent with the plans and the MPRB's community engagement policy to undo an existing approved plan without similar input from the community served by each adopted park plan.

3.0 Trends

TAC members are adamant that participation in diamond sports is increasing and are quite willing to bring statistics to support their position. MPRB staff heard the same during most of the service area planning processes (it was not raised as a concern in relation to the downtown service area). This process did not have resources to conduct an intensive review of diamond sports participation, however some information was fairly easy to discern from simple searches for information supporting an increase in youth participation in diamond sports:

> Overall U.S. youth participation in baseball in 2022 rebounded to 15.5 million, according to the Sports and Fitness Industry Association, about equal with the 2017 level. Casual participation, while up 7% to 7.91 million in 2022, hasn't quite returned to pre-pandemic levels.[1]

> While no one is saying the erstwhile national pastime is returning to its glory years, Major League Baseball is encouraged that kids are returning to baseball and sticking with it. Between 2013 and 2018, the number of U.S. kids playing baseball and softball combined increased by nearly 3 million, according to annual surveys by the Sports Fitness & Industry Association. During that same period, participation in soccer and football declined and basketball increased only slightly.[2]

> Baseball and softball had nearly 25 million combined participants last year, more than any team sport in the United States, Major League Baseball announced during its quarterly Owners Meetings on Thursday.[3]

Like the process of finding basic statistics supporting a resurgence of youth participation in diamond sports, it was easy to find information to the contrary:

1 www.FrontOfficeSports. MLB Little League Classic Boosts Youth Development As Part Of $3.9B Deal (August 18, 2023). (https://frontofficesports.com/mlb-little-league-classic-boosts-youth-development-as-part-of-3-9b-deal/#:~:text=Overall%20U.S.%20youth%20participation%20in,returned%20to%20pre%2Dpandemic%20levels). Retrieved 15 October 2023.

2 www.USAToday.com. Put Me In, Coach: Youth baseball participation on the rise (August 23, 2019). https://www.usatoday.com/story/sports/mlb/2019/08/23/put-me-in-coach-youth-baseball-participation-on-the-rise/40002827/. Retrieved 15 October 2023.

3 www.MLB.com. Baseball/softball most participated team sport: Play Ball contributing to rise in youth involvement (May 18, 2017). https://www.mlb.com/news/baseball-softball-most-participated-team-sport-c230956600. Retrieved 15 October 2023.

If you look at baseball at the youth level, Little League once reigned supreme. The national program was once the clear leader of youth sport participation in America. Despite this, these numbers have declined steadily in the past years. According to a study conducted by Aspen Institute, the number of children aged 13-17 who regularly played baseball dropped down 16.8% between 2019-2020.[4]

Roughly 15.6 million people above the age of six years old participated in that sport at least once in 2021. This figure constitutes the third consecutive decline recorded in the North American country.[5]

Baseball continues to be one of the most popular youth sports in North America. While baseball participation rates increased from 2018-2019, from 2019-2020 numbers dropped.

When looking specifically at data published by the Aspen Institute for kids ages 6-12 years-old, the number of kids playing baseball in 2019 was 14.4% and in 2020, 12.1%. These numbers show -15.2% difference.

Youth athletes ranging from 13-17 years-old playing baseball also dropped between 2019 to 2020. In 2019, the participation rate was 10.4% vs. 2020 at 8.7%.[6]

These references suggest the trends are, perhaps, a matter of national debate. Some things might be clear, however, when looking particular at youth in Minneapolis—and probably many other places:

- Youth have many options for their recreation and non-school time;
- Some youth prefer sports with more constant activity, like basketball and lacrosse;
- There is a rise of other sports across the country and in Minneapolis, offering youth more options for participation and often during the same season; and
- Increasing participation rates in diamond sports might be matched by participation in other sports that require space in the Minneapolis park system, rendering the MPRB incapable of responding unilaterally to the needs across all sports.

4 www.maddenblueandgold.com. Is Baseball Dying in America? (January 11, 2023). https://www.maldenblueandgold.com/2023/01/is-baseball-dying-in-america/#:~:text=The%20national%20program%20was%20once,16.8%25%20between%202019%2D2020. Retrieved 15 October 2023.

5 www.statisca.com. Baseball Participation in the U.S. 2010-2021 (June 9, 2023). https://www.statista.com/statistics/191626/participants-in-baeball-in-the-us-since-2006/. Retrieved 15 October 2023.

6 www.TeamSnap.com. Baseball By The Numbers: Understanding The Youth Baseball Landscape (April 14, 2022). https://www.teamsnap.com/blog/general-sports/baseball-by-the-numbers. Retrieved 15 October 2023.

Information from the MPRB, drawn from program participation rates, suggests great interest in diamond sports—more than 1200 youth and adult teams playing in Minneapolis. But there is also a rise in participation in other youth sports. It's highly important that this study is not directed to determining the popularity of diamond sports but to the capacity for the MPRB to enhance the experience of play at all levels for those choosing to participate in diamond sports.

As the MPRB strives to increase the quality of play on fields, it might result in fewer fields where diamond sports and field sports are played at varying times of the year. Long-range plans for several parks indicate an eventual focus for diamond sports or field sports, suggesting that the number of fields supporting each type of play are being reduced. Elevating play through the use of combined fields may not be a very good answer as the quality of play conditions on those field types is generally poor when compared to single sport fields. A better but more difficult solution would be to expand the number of fields through acquisition of additional parkland, a proposition this report might support but the study did not pursue.

TAC members indicate a trend in field configuration as well as other parameters addressed in this study. Even prior to the initiation of the TAC, baseball enthusiasts have advocated for the MPRB to implement a field configuration referred to as a "pinwheel," wherein fields are arranged around a central point with outfields furthest from that point. Often, a concessions building is located in the central area and advocates support the potential for spectator

interaction in that same area. Further, the arrangement seems to be favored for competitions and tournaments. For certain, pinwheel configurations are present across the Twin Cities, often in suburbs where ample space is available to support single sport facilities.

The potential for a pinwheel configuration was addressed during the preparation of service area master plans. At Armatage Park, baseball advocates encouraged such a configuration. The Community Advisory Committee opted for a configuration as demonstrated in the plan approved by the Board of Commissioners. While the continued advocacy is appreciated, this study is founded in parameters accepted by the Board of Commissioners, including the following:

> In pursuit of the Athletics Facilities Studies, it must be clear that the distribution and configuration of certain athletic facilities—particularly relative to diamond sports, field sports, and tennis and basketball courts—have been defined in several service area master plans which have been adopted by the Board of Commissioners. Therefore, the Athletic Facilities Studies will not address distribution of facility types within a service area, or location or configuration within individual parks.[7]

Pinwheel configurations remain strongly supported by diamond sports advocates. While this study directs attentions to enhancements aimed at the quality for play, it does not wholly set aside the notion that a pinwheel might find a place in the Minneapolis park system. Parameters supporting a pinwheel configuration are addressed in Appendix 11.3. Still, there are few parks in the neighborhood park system where a pinwheel might work, and an introduction of diamond sports into the regional park system is not supported by any long-range regional park plan. In fact, the Metropolitan Council directs active recreation to local (neighborhood) parks in its policy.[8]

7 "Parameters supporting the Athletics Facilities Study" as presented to the Board of Commissioners as a part of Resolution 2022-341, which was approved and establishes direction for this study.

8 The Metropolitan Council distinguishes the focus and use of regional and parks as follows: The Regional Parks System primarily consists of lands located in high-quality natural resource settings that are contiguous to lakes, rivers, or other water bodies. Natural resource restoration and protection is a key objective. Local recreational open space facilities are an important component of the overall outdoor recreation system in the region. Local parks are often more intensely developed than regional parks and provide facilities for active recreation such as playgrounds, athletic fields, sport courts, and aquatic centers. Information access from https://metrocouncil.org/Handbook/Plan-Elements/Parks.aspx, 16 June 2024.

4.0 Principles and Goals

Using TAC input from early conversations, a series of Principles and Goals were drafted as touchstones for the continuing work toward the goal of elevating the experience on diamond sports facilities for players at all skill levels. The principles are intended as broad statements of intention, each of which is supported by goals, which in turn are supported by specific actions (tasks or strategies), each with an assignment of responsibility and a timeline for implementation and articulated later in this report.

PRINCIPLES

Facilities	Fields will be created and maintained to be safe and meet the competitive needs of players at varying capabilities.
	The public's understanding of field use and scheduling will be supported by a comprehensive and current inventory of locations and features/amenities.
Scheduling	The process of scheduling fields and understanding their condition will be transparent and easily accessible to the public.
	The MPRB and Minneapolis Public Schools will strive to define and support facilities aligned with each of Minneapolis' high school teams.
Partnership	Evolution of fields in the Minneapolis park system toward their ideal condi-

	tion by classification will result from partnerships and not through the efforts of the MPRB on its own.
Operations	Optimal conditions for play will be achieved in association with teams and will recognize the need for staffing appropriate to establish competition conditions.
Fees	Rental of fields in the Minneapolis park system will recognize market conditions but strive to include the costs of operations and programming performed by the Park Board.

The translation of principles to goals relied on TAC input. While not always a direct representation of statements offered, the goal statements reflect the broader intentions of the TAC as they combine language and intention of individual TAC members to round out the Principles.

While not initially included in the input offered by TAC members, the list of goals has been expanded to address opportunities for field configurations that are more supportive of tournament play. Importantly, this list is derived and supported by input from the TAC; staff did not add its intentions or needs.

Goals should be applied as decisions are made relative to programming or physcial improvements of diamond sports facilities. They're intended as a means of ensuring consistent change as improvements are made.

GOALS

1 FACILITIES

1.a Classify and publish a comprehensive list of fields according to use and including sizes, features/amenities, illumination, and maintenance regime for each listed field.

1.b Support skills development through the provision of appropriate features/amenities for varying levels of competition and experience.

1.c Establish fields for competition and playability at varying levels with player safety as the primary factor.

1.d Provide for consistently improved field conditions.

1.e Seek opportunities for field configurations supportive of tournament play where physical, program, and policy effects on any park are limited by the introduction of the new configuration.

2 SCHEDULING

2.a Identify field use and conditions through a reliable, public-facing, and interactive tool demonstrating scheduling, maintenance and conditions, and game preparation.

2.b Optimize scheduling and use of fields according to documented and publicly accessible procedures for registration and play.

3 PARTNERING

3.a Create opportunities for maintenance to be performed by or under the direction of qualified individuals.

3.b Establish partnerships aimed at elevating the experience of play for all field users.

4 COMMUNICATIONS

4.a Provide timely and accessible information relating to the use and scheduling of fields as well as methods of coordinating with field user groups to define expanded opportunities for partnering.

5 FEES AND COSTS

5.a Establish a basis for field use and rentals encompassing the reasonable costs of managing a system of fields.

5.0 Use and Scheduling

5.1 Conditions

While those organizations with a long-term relationship with the MPRB have come to understand the process of reserving fields, newcomers most often find it confusing and difficult. The TAC spent nearly an entire meeting discussing the operational limitations of the current system, which by any measure would seem antiquated. Today, the MPRB's Recreation staff take calls, searching through a three-ring binder filled with field layouts and paper schedules to accommodate a request. Once a field and time is secured, the need for any preparation is communicated to MPRB's Asset Management staff to ensure the proper set up for a particular league or a game. For those familiar with the process, it seems to work—perhaps more by luck than intention, and certainly more as a result familiarity with staff. TAC members were clear that the process needs to be clearer and, especially, more transparent.

In fact, the MPRB follows a practice for assigning fields aligned with the organization's policy. MPRB programs have first option on fields, followed by those sports under the Minneapolis Public Schools. Other organizations with past field relationships are next, with those with new relationship are last in the reservation process.

TAC members also noted a desire for fields in the neighborhood of programs from the Recreation Centers. While the current practice doesn't necessarily align, the MPRB might make certain modifications to policy aimed to better accommodate this desire.

There wasn't necessarily an objection to the priority as much as a lack of understanding about the procedure

and timelines. It was also clear that it is only through long-time practice that some organizations gained field times; representatives of some organizations fail to meet the time thresholds of registration periods but rather than losing their fields, MPRB staff know well enough to make the proper reservations. Of course, that leaves much to chance and the very real possibility of some long-term field users being left without field resources. Again, clarity was requested—this time along with the MPRB's request for timely responses.

Field use by Minneapolis Public Schools athletics programs was point of much discussion, especially relative to timing of reservations, interruptions resulting from games extending past reservation periods, and the lack of fields supporting competition for girls at the high school level. MPRB practice for game reservations, in particular, should be reviewed to limit the potential for overlapping field use by reserving parties. While there are limits to the extents reservations can be "pushed back" because of lack of lighting or potential lateness of resulting reservation times, the MPRB should be looking at ways to limit overlaps resulting from competition.

Fields supporting play are sometimes reserved through the MPRB but are then distributed outside of MPRB policies, essentially limiting use by unaffiliated groups. This practice may be more prevalent in non-diamond sports but it should be reviewed across the MPRB to ensure equal access to the limited sports facilities available.

5.2 Recommendations

Discussions with the TAC made obvious the need for a more intuitive and public-facing method of reserving fields, gaining an understanding of field conditions, and defining alternative field locations when necessary. While not necessarily simple, processes that employ technology might be employed to meet the TAC's interest. If we think of an online reservation system for a restaurant, the process of making a reservation through an online portal, gaining a confirmation via return email or text, and then gaining a notification when your table is ready is a ready model. In fact, even during the course of this study advances have been made by MPRB staff that might allow a path for that

type of system to be implemented with testing in 2025 or 2026, with supportive funding, of course.

While organizations participating in the reservations and scheduling process have gained experience necessary to meet their needs, new organizations have a more difficult time. The process might be exacerbated by field reservation practices allowing an entity to dominate a field for long periods of a season of play. TAC members noted the need for limiting the number of consecutive reservations for certain groups, but the MPRB has not yet framed a complete set of practices around a new reservations system. It's clear that continued MPRB staff participation in the reservation process is key to limit abuses, even with practices intended to set boundaries on extended or expansive reservations. With that perspective, the notion of submitting an application for field use online makes sense but confirmation aligning with good practices only occurs through staff review.

A field reservation system has utility beyond those organizations responsible for diamond sports play. With a more technologically driven system, MPRB staff responsible for the care of fields and their preparation for games will have the most up-to-date information with them on-site, with the capacity for noting their operations have been completed with automatic notification to the reserving party. Perhaps just as important, if conditions limit the ability for use of a field, resulting, for instance, from wet conditions that would render the field unsafe for play or that might damage the field, staff could "knock out" that

field from a reservation, with notifications being made to scheduling staff so that an alternative field could be readily identified for the original reserving user.

Practices that address overlapping use due to competition need to be framed and made known. MPRB staff note that in parks where staff is on site when those overlaps occur result in fewer issues for subsequent users, suggesting that intervention by staff works and that at least some staff with authority should be on site to limit bad interactions between groups using fields. This recommendation likely requires the addition of staff or the expansion of hours for current staff with field authority responsibilities.

Some groups may dominate field reservations nearly to the exclusion of unaffiliated groups or teams. While noted more for other sports, a full review of the equity of field reservations and assignments coupled with a rigorous review of revenues lost by the MPRB should be pursued.

5.3 Actions

To address concerns and capture opportunities identified in this study, the actions in the chart below are recommended for implementation. Where a cost is indicated, a budget allocation by the Board of Commissioners may be necessary to advance an action.

Responsible party	*Completion*	*Cost*	*Potential partners*	*Notes*
Use and Scheduling | ACTION 1.1: **Update reservation methods for Minneapolis Public Schools to ensure adherence to seasonal deadlines**				
MPRB Recreation	Q1 2026	Staff time required to achieve goal; possible review by Board of Commissioners	Minneapolis Public Schools (athletic directors)	
Use and Schedulting | ACTION 1.2: **Update reservation methods to make practices more generally known and ensure equitable access to fields**				
MPRB Recreation, MPRB ITS	Q1 2027	Staff time required; possible review by Board of Commissioners		Addressing long-standing field use practices was not a particular focus of this work; more intense review from an equity perspective may be merited.
Use and Schedulling | ACTION 1.3: **Implement a public-facing online field reservation tool with capacity for notification of acceptance of reservation and readiness of fields**				
MPRB Recreation, MPRB Data Insights, MPRB Information Technology	"Beta" Q2 2026, operational Q1 2027	Presumed addition to ActiveNet; interface with Asset Management relative to field care and game setup; staff time required.	Two or so organizations to serve as ''Beta" testers (MYBA and 612 have volunteered to assist in the Beta)	

Use and Scheduling | ACTION 1.4: **Address overlapping of field use, particularly for games, to avoid disputes over timing**

MPRB Recreation	Q2 2026	Staffing additions to "manage" game time field use issues is critical; TAC members noted that disputes are readily addressed by staff when they are present.	

Use and Schecuding | ACTION 1.5: **Accommodate field use that is more aligned with neighborhood recreation center programming**

MPRB Recreation	Q2 2026	Requires an orientation to MPRB programming from recreation centers and a focus on primary use of fields supporting MPRB programs.	A focus on recreation center based programming may result in displacement of some long-standing relationships with diamond sports groups.

Use and Scheduling | ACTION 1.6: **Move scheduling of fields wholly to MPRB Recreation instead of individual recreation centers**

MPRB Recreation	Q1 2026	Review staffing needs related to centralized scheduling

Use and Scheduling | ACTION 1.7: **Review field rental costs to gain alignment with market and actual costs of operations**

MPRB Recreation; MPRB Finance	Q3 2026	MPRB staff time

HOME

6.0 Field Classes

6.1 Conditions

The MPRB uses a system to define types of fields based on "tiers," with the lower numbered tiers (Tier 1 and Tier 2) being better quality fields, or higher cost fields, or fields with a specified and more intensive maintenance regime. While there might be some inherent connection across those factors, it's difficult for field users to fully understand what they might be reserving for use. Mix into this the idea that some fields in the MPRB system are "premier" only makes discernment of fields more difficult. There is no consistent definition for each tier because staff apply the tier numbers to their tasks related to the field. Finally, there is little overall consistency in the components that make up fields within each tier.

Typically, fields receiving the greatest attention to their maintenance are referred to as Tier 1 Fields. They're mowed more often, with a standard based on the length of the grass blade, and they receive remedial care at a far higher level than other fields. On the other end of the spectrum, Tier 4 Fields are mowed when other parts of a park are mowed, which is basically a ten-day or longer mowing cycle. Fields at this tier receive far less attention in terms of irrigation (which would typically be non-existent), weed treatments, aeration, topdressing, and other actions intended to improve field turf.

When the highest-level field are referred to as "premier" or "semi-premier," it's even more difficult to understand the type of field obtained through a reservation—except that

one could reasonably assume a premier field is intended for competition at the higher level of what is seen in diamond sports programs in Minneapolis parks. Within those terms there might be different components comprising the field—one Premier field might have covered "dugouts" while others have team benches with no coverings for teams. Establishing consistency—regardless of their assigned label—seems key. In fact, any consistencies that might exist today are likely happenstance because there is no overall field guide. It might be aspirational at first, but elevation of play at all levels suggests that the same field features and amenities are available at all fields within the same tier.

6.2 Recommendations

The MPRB and diamond sports users would benefit from a more consistent method of referencing field types, maintenance regimes, and costs of use. At the outset, it's useful to break with the "tier" terminology as it will, perhaps, continue to carry existing connotations. Fields organized by "class" might reset expectations and allow a deeper understanding of the nature of each field. In this way, "class" would mean those fields having similar character, attributes, or features, along with a similar level of care demonstrated within the class. Perhaps eventually, it will be expected that fields within each class can be expected to hold similar qualities for play.

MPRB diamond sports facilities will be differentiated by several factors, each aligned with a specified Field Class, based on:

- The level of competition and skills of the players anticipated for the field;
- The maintenance regime applied to the field;
- The components of the field supporting the play of diamond sports; and
- The accessibility of the field for use.

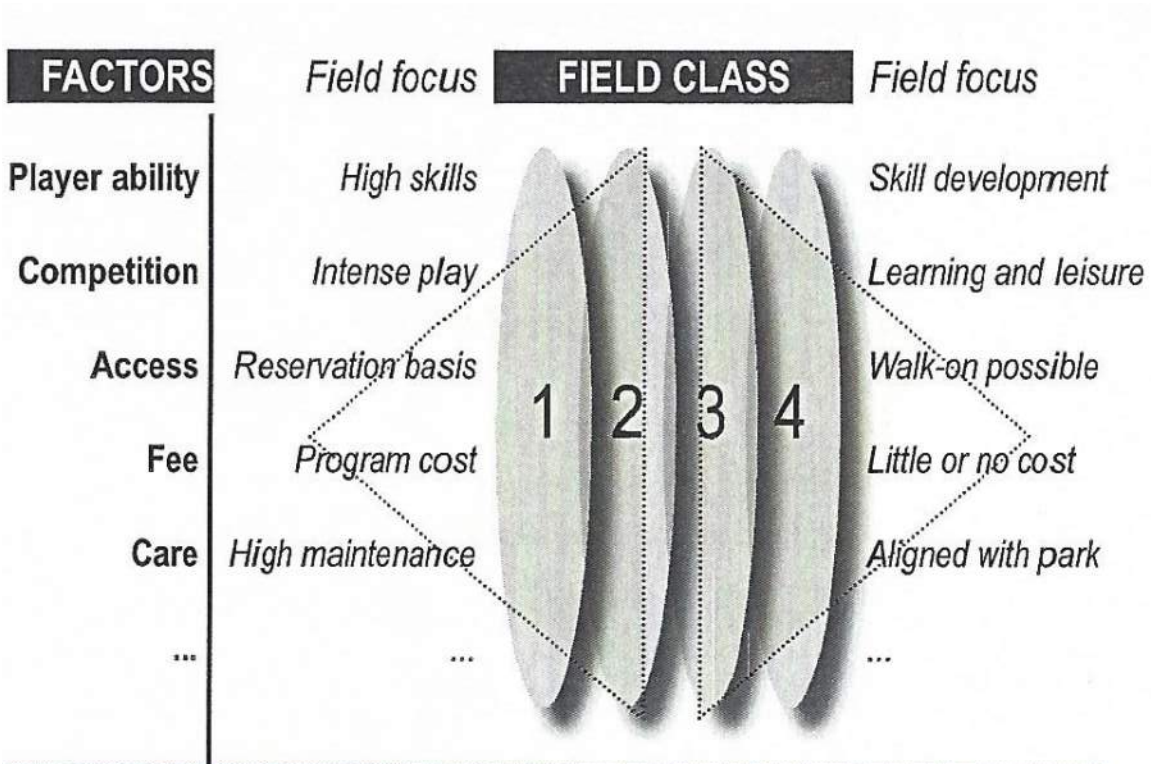
Distribution of fields, especially those oriented to higher levels of play is key. Ultimately, programs focused on skill development would occur on fields within neighborhoods

and programs supporting more intensive play and competition would occur less frequently in the system but would certainly occur in each service area (excepting the Downtown service area, which does not support well the notion of diamond sports facilities).

The integration of these factors into a single matrix aids users as they reserve fields appropriate to their team's or organization's needs. It also directs staff to a single resource supporting programming and operations of the field.

In addition to field classes, it's important that there be an appropriate number of fields in the MPRB system. The count of each type needs to be responsive to play and aligned with key dimensional requirements:

Level of play	Base distances	Outfield distance
10U 12U Girls Fastpitch	60 feet	200 to 220 feet
13U Adult Softball	75 feet	275 to 300 feet
Boys Baseball	90 feet	300 feet



6.3 Actions

To address concerns and capture opportunities identified in this study, the following actions are recommended for implementation. Where a cost is indicated, a budget allocation by the Board of Commissioners may be necessary to advance an action.

Responsible party	*Completion*	*Cost*	*Potential partners*	*Notes*
Field Classes | ACTION 2.1: **Establish field classes with associated field quality and maintenance procedures**				
MPRB Recreation; MPRB Asset Management; MPRB Strategic Planning (budget development)	Q1 2025 using NPP20 Field Rehabilitation category coupled, where practicable and supported through concept plan approval, with NPP20 capital funding	Staff time required to achieve goal; possible review by Board of Commissioners; this action will require additional funding to establish assets and initiate increased maintenance regimes at Class 1 and Class 2 fields	Minneapolis Public Schools (athletic directors)	
Field Classes | ACTION 2.2: **Create partnerships for some aspects of field maintenance (infield dragging, mound and batter's box packing)**				
MPRB Recreation	Q1 2026	Staff time required to establish training program; possible review by Board of Commissioners; costs of equipment, including a field storage box and hand tools, might be $2500 per park	Diamond sports groups would be the logical trainees; financial support to acquire required tools may also come from diamond sports groups.	This action may require accommodation in MPRB"s collective bargaining agreements.

Field Classes | ACTION 2.3: **Review maintenance regimes for each field class and ensure mainteance staff have resources sufficient to support those maintenance regimes**

MPRB Asset Management	Q1 2025	MPRB staff time to assess regime outlined in this report against current capacity and then project needed resources to achieve stated maintenance regimes; staff should also provide the annual costs of maintaining fields based on time and materials directed to each field type .	The work associated with this action is intended to deliver higher levels of maintenance balanced with costs acceptable to the Board of Commissioners.

Field Classes | ACTION 2.4: **Review costs of play at each field type, moving toward full reimbursement for reserved fields**

MPRB Recreation, MPRB Asset Management, MPRB Finance	Q3 2026	MPRB staff time will be required to fully assess these costs	An increase in use fees might be considered to be incremental with an initial increase not occurring immediately.

7.0 Field Count and Distribution

7.1 Conditions

Field distribution and configuration in MPRB parks are guided by long-range plans created for each of five service areas in the system. Each plan was created with significant public input and guided by a volunteer Community Advisory Committee, with eventual adoption by the Board of Commissioners. The plans align park assets with often limited space and financial resources, address programming parameters, accommodate needs of existing and new populations, and distribute park assets within a service area rather than replicating assets in every park. Such is the case for diamond sports, where there is limited space to meet the desires of all potential users and where other field sports must be accommodated in the same space. Layered into the shortage is the expanded seasons played by many sports, including diamond sports; where baseball and softball were once focused on spring and summer, "fall ball" is increasingly common and competing with football, soccer, and lacrosse.

Suggestions by the TAC of deficit of diamond sports facilities in the Minneapolis park system might be true but expansion of facilities would impact other field sports and park assets. The MPRB has identified a quantity of diamond sports, but it probably overcounts reality: fields were counted regardless of their ability to be fully used. Parks with four overlapping diamond sports outfields have been noted as a park with four diamond sports fields, but only two can be reasonably used for a diamond sport activity at any one time. In response, the long-range plans identified fields where full use could be achieved, and there was a corresponding reduction in fields. Four small diamonds became two small diamonds—but actual usage was unchanged. Therefore, the long-range plans remain the MPRB's best guide to the distribution and balance of a wide range of activities, including diamond sports.

If acreage were identified for additional parkland in Minneapolis, the Board of Commissioners could explore the potential for an expansion of the system. However, new parkland might be sought for purposes other than diamond or field sports, especially as single-purpose recreation activity spaces would seem difficult to propose (as opposed to general use field areas which might accommodate any number of sports on an ad hoc basis). Still, there are parks with more of singular focus occurs and expansion might be more possible (Neiman Fields and Xcel Field). Beyond that, acreage in the city for new parks is limited, as are the funds necessary to acquire them.

Other possible routes to expanding opportunities for diamond sports include collaboration with other entities with available land that might otherwise lay fallow during sports seasons. TAC members encouraged stronger collaboration with Minneapolis Public Schools so that its limited facilities might be used beyond the school year. This would require agreements for scheduling and operations, which might mirror several "shared site" agreements between Minneapolis Public Schools and the MPRB (typically related to playgrounds and field space). There is no quantification of those potential field resources and no suggestion by Minneapolis Public Schools that an expansion of agreements to provide more diamond sports facilities to Minneapolis park users would be supported or possible. In fact, the schools currently use more fields than it might have available under some sort of reciprocal agreement or arrangement.

The suggested scarcity of diamond sports facilities might be somewhat correct as the MPRB considers more advanced public-facing field reservation tools. MPRB Recreation staff indicate they are almost always able to accommodate requests for field use on a last-minute basis, perhaps not at the park a user requests but at some location in the system. Improvements in technology might help users understand last-minute availability.

There may also be a scarcity of field types—facilities oriented to certain levels of play. The 2023 high school girls softball season seems to be a key indicator that facilities supporting competitive high school play don't fully exist in MPRB parks. The long-range plans offer an indication of where new and proper facilities would be implemented but these fields are not immediately available. The development of strategies and facilities to better accommodate high school girls softball were directed by the Board of Commissioners during the diamond sports facilities study. The TAC responded by offering suggestions of optimal locations for high school girls softball beginning in 2024, which staff used to define a set of fields for first consideration. That list is included in Appendix 11.4.

The TAC mentioned often that conditions for play are less than ideal at many of Minneapolis diamond sports facilities. Limited resources or field features and an inability to allow adequate time for recovery after play are contributing factors. Today, very few facilities are

rehabilitated but that may be incrementally changing as the Board of Commissioners approved limited funding directed specifically to the rehabilitation of fields in the neighborhood park system. That process will take years, will likely require displacement of activities from a field during its rehabilitation (which most often includes a one-year "grow in" period to fully establish a resilient turf), and should be accompanied by a program of setting fields aside for rest. Without this, the prospects of retaining a reasonably playable natural turf field are low, and the compacted and weed-prone conditions that exist in many MPRB fields will quickly return.

Establishing a true count of fields requires that overlapping fields be eliminated in the count and in the reservations system (so that, for instance, a softball user on a diamond sport facility and a soccer user on a field sport facility using the same geography aren't both allowed to reserve an overlapping facility, a condition which staff has already resolved as they look toward online reservations). It also requires an understanding of the MPRB's class system for diamond sports facilities., with classes described in other portions of this report.

A true count of availability suffers from "returned fields," facilities that are cancelled by the original reserving entity. TAC members noted that fields they believed to be reserved would stand empty even as they sought to utilize that same field. This situation results as the reserving entity cancels its reservation but communicating that single field's changed availability is difficult. As staff and the TAC discussed field reservations, the creation of an online public-facing tool would seem to largely resolve this issue, as the cancelled field would be immediately made obvious and available.

7.2 Recommendations

Absolute scarity—the actual number of diamond sports facilities—cannot be changed without redirection in long-range plan. The acquisition of new parkland to be used for diamond sports, or acqusition through partnerships aimed at unlocking otherwise fallow fields might reduce the perceived scarcity of diamond sports facilities and provide a more transparent path toward reservations. Because the system is evolving in the direction of the long-range plans, the list of available fields and types will need to updated

on a regular basis and integrated to into the public-facing reservations tools.

The availability of fields will be impacted by field renovations, which will begin in 2025 using funds directed to a NPP20 (20-Year Neighborhood Parks Plan) Rehabilitation category in the Board of Commissioners approved Capital Improvement Program. While the funds are initially limited to $200,000, they will be important in allowing for an incremental investment in improved fields. Those fields will not be available during their rehabilitation and perhaps for a "grow in" period in the year following their rehabilitation.

Once rehabilitated, each field will benefit from a period of rest, during which turf is addressed with remedial actions and allowed to recover from use and intensive wear. Those rest periods, while in opposition to maximization of use, are fully aligned with this study's goal of establishing "facilities for athletic pursuits providing a high-level experience for users regardless of ability."

A table listing diamond sports fields by park and showing the class of each is included in the appendix.

7.3 Actions

To address concerns and capture opportunities identified in this study, the following actions are recommended for implementation. Where a cost is indicated, a budget allocation by the Board of Commissioners may be necessary to advance.

Responsible party	*Completion*	*Cost*	*Potential partners*	*Notes*
Field Count and Distribution | ACTION 3.1: **Create and maintain a public-facing field inventory with notications to gain alignment with long-range plans for parks**				
MPRB Recreation, MPRB IT	Q1 2027	Costs are likely directed to the integration of field inventory into ActiveNET,		This action should be coordinated in concert with initiatives aimed at facilitating reservations and associated notifications.
Field Count and Distribution | ACTION 3.2: **Establish a rotation plan for natural turf fields allowing sufficient rest during a season of use and recovery following several seasons of use**				
MPRB Recreation, MPRB Asset Management	Q4 2025	The costs for this action relate to maintaining fields "at rest" and the process of replacing "at rest" fields, with the potential for additional fields being needed for a full rotation program		

8.0 Field Standards

8.1 Conditions

There may be a sense that softball and baseball diamond organized in the MPRB's current tiers offer consistency in condition and features, that user can reserve a field knowing what to expect. It might be the case that baseball diamonds supporting the higher levels of competition offer a greater degree of uniformity but the same cannot be said for softball diamonds. In fact, the tiers have more to with the care used by the MPRB in maintaining the field that the condition and features of the field. In fact, there are no definitive standards for type and class of diamond facility. Softball fields exist with and without outfield fencing, sometimes with the outfield fencing unaligned with standards for play. Some fields have players benches and dugouts, others do not. Importantly, fencing providing for player safety in not universally in place at MPRB's diamond sports facilities.

Consistency within field types establishes a greater understanding of the conditions users will encounter. Unless an individual is familiar with a particular diamond, there is no way to understand what the field offers while reserving it. While consistency would seem to be most important at higher skill levels—ensuring quality for competition, play at development levels also benefits from greater uniformity between fields. It's no small challenge to create greater consistency: fields are sometimes challenged due to the size of a park; many suffer because they are overlaid with ice rinks during the winter; some fields will never achieve

uniformity across the playing surface because of what is buried below. As fields are placed into "classes" resulting from this plan, establishing consistency in condition and features should result.

Staff initiated a process of gaining some degree of standardization by framing field dimensions according to varying intensities of competition. The TAC offered its confirmation of those dimensions, in fact expanding upon it to align dimensions more closely with levels of play. In a similar way, features supporting play were reviewed—and expanded—in ways that assign certain features to the class of a field. Perhaps most important in that process is that player safety becomes a primary factor in the standardization of diamond sports facilities.

8.2 Recommendations

For the number of fields operated by the MPRB, it might be surprising that no field manual exists. Still, the care of fields is largely standardized and recorded for use by the MPRB's Asset Management Department. With this plan, field standardization supporting equalized play at the various levels of competition is established. There will still be some degree of variation based on factors like the ability of a field to be accommodated in a park or the capacity of underlying soils to provide a foundation for play; these hopefully more subtle variations might be the things offering a home field advantage for some teams—while not resulting in a disadvantage for a visiting team.

A Diamond Sports Field Manual is a clear recommendation for implementation. Several components of the appendix to this report will comprise such a manual.

While it might from time-to-time be published, the Field Manual should be reviewed on occasion to ensure compliance with updated standards for play at various play levels. The important components of the Field Manual relate to:

- dimensional standards (optimal outfield depth and baseline distances, for example);
- field layout process (which may become important as the MPRB strives to engage qualified individuals to assist in preparing fields for play);
- features appropriate for various levels of play, including specifications for each, with an intention of creating consistency across field classes;

- maintenance regimes for field classes, including set up for games; and
- listing of fields by park and class.

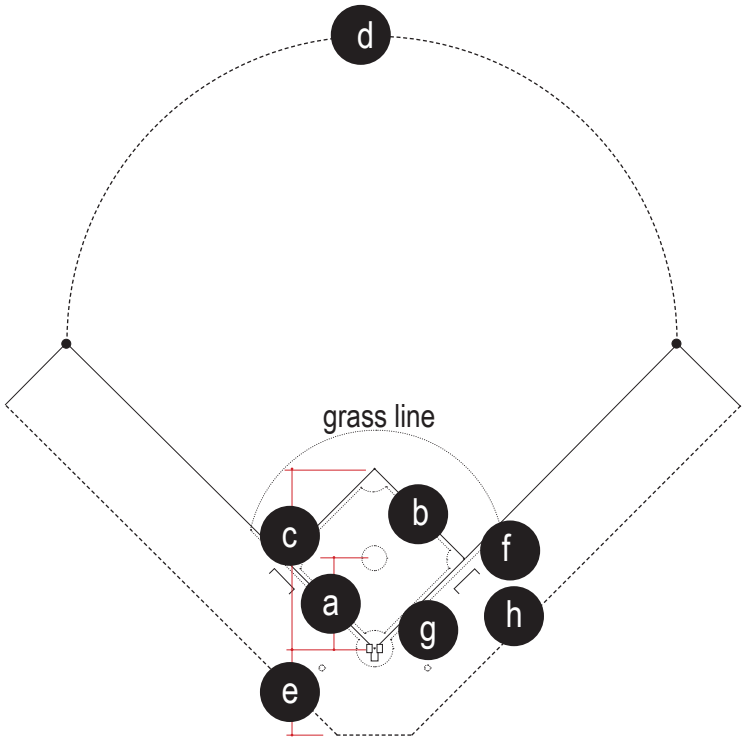
The list is expansive and certainly beyond the MPRB's capacity for near-term implementation. From the perspective of the Board of Commissioners' goal for this study, a focus on play might take precedence over spectators and a focus on player safety would seem appropriate over the introduction of other amenities. The MPRB should encourage partnerships to advance implementation, perhaps allowing for improvements beyond the player and safety focus when the partner supports the introduction of amenities in at least two service areas, with guidance offered by staff to support a more equitable investment of the partner's support.

As much as there is a desire for clarity in the dimensional standards for diamond sports, there is a desire to create facilities distributed equally through the system that are aligned around key amenities linked to levels of competition and the MPRB's class designations for fields, with parallel facilities for baseball and softball as the higher levels of play.

Diamond sports facilities by class and park are listed in Appendix 11.2.

FEATURE	FIELD CLASS			
	ONE	TWO	THREE	FOUR
SAFETY				
Team bench fencing	Required	Required	Required	Required
Bull pen fencing	Required	Preferred	Optional	Not required
Non-overlapping field	Required	Required	Optional	Not required
FIELD				
Lighting	Required	Required	Preferred	Not required
Outfield fencing	Required	Required	Optional	Not required
Semi-permanent outfield fencing	Required	Required	Optional	Not required
Foul poles	Required	Required	Optional	Not required
Warning track	Requiredv	Required	Optional	Not required

FEATURE	FIELD CLASS			
	ONE	TWO	THREE	FOUR
PLAY				
Full backstop	Required	Required	Preferred	Optional
Permanent bases	Required	Required	Preferred	Optional
Adjustable bases	Required	Required	Preferred	Optional
Scoreboard	Required	Required	Not required	Not required
Dugouts	Required	Required	Preferred	Optional
Team benches	Required	Required	Preferred	Optional
Drinking fountain/bottle filler	Required	Required	Preferred	Optional
Electricity	Required	Required	Preferred	Optional
Batting cage	Required	Required	Preferred	Optional
Team equipment shed	Required	Preferred	Not required	Not required
MAINTENANCE				
Equipment shed	Required	Required	Optional	Not required
Irrigation	Required	Required	Not required	Not required
Weed-free infield	Required	Required	Required	Preferred
Rain cover	Required	Required	Not required	Not required
SPECTATING				
Seating	Required	Required	Optional	Not required
Protected seating	Required	Required	Optional	Not required
Covered seating	Required	Required	Not required	Not required
Concessions	Required	Optional	Not required	Not required
Restrooms (portable)	Required	Preferred	Preferred	Preferred



Field layout, SOFTBALL

Level of play	Pitching rubber to home plate (a)	Base lengths (b)	Home plate to second base (c)	Outfield fence (d)
12U (fast pitch)	40 feet	60 feet	84 feet, 10-1/4 inches	min. 200 feet max. 225 feet
12U (slow pitch)	46 feet	60 feet	84 feet, 10-1/4 inches	min. 175 feet max. 200 feet
14U (fast pitch)	43 feet	60 feet	84 feet, 10-1/4 inches	min. 200 feet max. 250 feet
14U, 16U and 18U (slow pitch)	50 feet	65 feet	91 feet, 11 inches	min. 200 feet max. 225 feet
High school, women, and college (fast pitch)	43 feet	60 feet	84 feet, 10-1/4 inches	min. 200 feet max. 225 feet
Men (fast pitch)	46 feet	60 feet	84 feet, 10-1/4 inches	min. 200 feet max. 275 feet
Adult (slow ptich)	50 feet	70 feet	99 feet	co-ed min. 275 feet max. 300 feet

Notes

e Distance between home plate and backstop is 60 feet.

f Double first base used at 10U and 12U.

g Three foot base line is 3 feet into foul territory and half the distance to home plate and first base.

h Coaches Box is 5 feet by 20 feet and 15 feet into foul territory.

i On Deck Circle is 5 feet in diameter, behind home plate, and ideally 37 feet from home plate

j Backstop, dugout, and sideline fencing (see Field Manual).

i See USA softball rules for detailed field dimensions for slow pitch softball

Standard dimensions, SOFTBALL

Level of play	Pitching rubber to home plate (a)	Base lengths (b)	Home plate to second base (c)	Outfield fence (d)
10U	46 feet	60 feet	84 feet, 10-1/4 inches	200 feet
12U	52 feet	75 feet	107 feet, 8 inches	250 feet
13U to 15U	60 feet, 6 inches	90 feet	127 feet, 3-3/8 inches	300 feet
18U, high school	60 feet, 6 inches	90 feet	127 feet, 3-3/8 inches	300 feet at foul lines, 400 feet at centerfield

Notes

e Distance between home plate and backstop is 60 feet.

f Double first base may be for 10U and12U

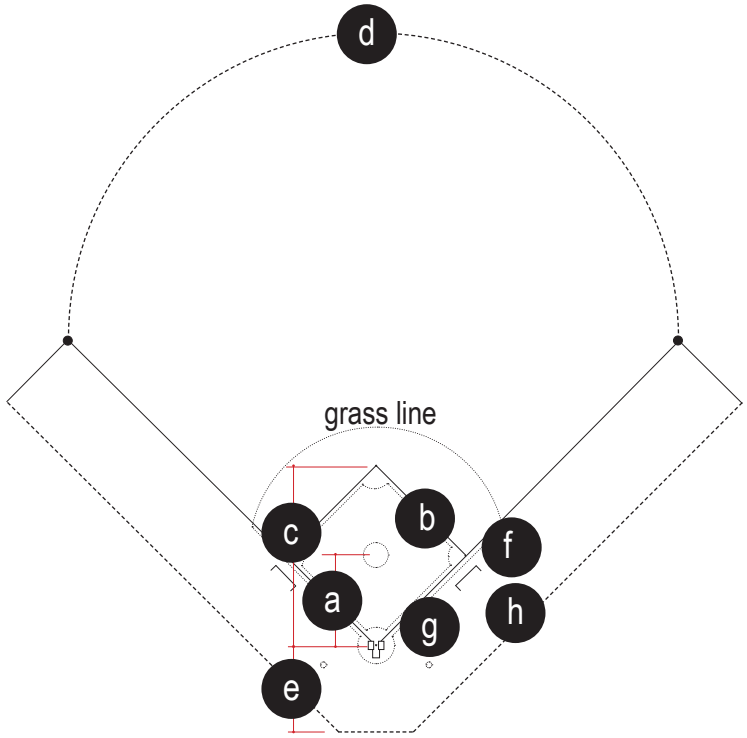
g Three foot base line is 3 feet into foul territory and half the distance to home plate and first base.

h Coaches Box is 5 feet by 20 feet and 15 feet into foul territory.

i On Deck Circle is 5 feet in diameter, behind home plate, and ideally 37 feet from home plate

j Backstop, dugout, and sideline fencing (see Field Manual).

Standard dimensions, BASEBALL



Field layout, BASEBALL

8.3 Actions

To address concerns and capture opportunities identified in this study, the following actions are recommended for implementation. Where a cost is indicated, a budget allocation by the Board of Commissioners may be necessary to advance an action.

Responsible party	*Completion*	*Cost*	*Potential partners*	*Notes*
Field Standards | ACTION 4.1: **Implement facilities supporting high school girls softball according to Resolution 2023-119**				
MPRB Design and Project Management; MPRB Asset Management	Work related to two fields must be completed prior to the start of the 2025 high school softball season	The Board of Commissioners allocated $200,000 in the 2024 and 2025 Capital Improvement Programs with those funds available for this purpose.		This work was intended to occur before the start of the 2024 season.
Field Standards | ACTION 4.2: **Establish amenities at fields by class, advancing other amenities pending non-MPRB funding directed to improvements in at least two service areas**				
MPRB Design and Project Management; MPRB Asset Managemen	This work is intended to be on-going	The NPP20 Field Rehabilitation Category has funds that can be used for this purpose; future capital projects might be determined to support some aspects of field improvements.	Partners for capital and rehabilitation work include Hennepin Youth Activities program and support from Minnesota Twins Community Fund.	Work will need to be coordinated with other field facilities as guidance is prepared.
Field Standards | ACTION 4.3: **Establlish a field manual for diamond sports as a compilation of key materials, features, and amenities characterized in this study**				
MPRB Design and Project Management	Q1 2025	Staff time to prepare and review content of manual	Review by MPRB Recreation, MPRB Asset Management, and diamond sports groups.	Initial work has been completed; to keep current, updates should be anticipated.

9.0 Care and Maintenance

9.1 Conditions

As a part of a larger discussion on field set up, staff provided the TAC with an overview of its maintenance practices. This allowed the TAC to better understand the conditions of some fields they are experiencing, including conditions of fields when play cannot be supported (when fields are too wet for care and for play). Importantly, this study is not directed to adjustment of maintenance but may suggest some fields be better aligned with their class designation based on this work.

It is important that there is a set of defined maintenance practices used by MPRB staff according to the current "tier" designations for fields. The TAC did not suggest these practices should be altered; in fact, these practices are highly technical and are best left to those with operational knowledge related to the fields, with some possible exceptions. As such, the existing practices are proposed as the ongoing standard for regular care under the new "class" designations.

Areas where the TAC offered significant input focused on the ability of diamond sports organizations to provide some of the regular care and maintenance required to support improved play on diamond sports facilities--the exceptions noted above. To date, the MPRB has resisted allowing volunteers to take on activities like dragging infields, chalking fields, and repacking mounds and batter's boxes. However, it is known that when these activities are undertaken correctly by volunteers the time available for staff to address other facility concerns increases. MPRB staff noted to TAC members that such a transfer of work would likely conflict with the MPRB's collective bargaining agreements; TAC members noted they would not want volunteer activities to eliminate jobs. To the degree the MPRB could separate more basic field preparation activities

by having them performed by qualified individuals, it allows staff to pursue higher level maintenance. Maintenance perofrmed by volunteers might be particulary useful during a "re-set" between games. The key would be the creation of some sort of annualized trainings, led by MPRB staff, to establish a set of qualified individuals to whom this activity might be transferred, even recognizing that such a transfer of care might not be universal for all diamond sports facilities.

9.2 Recommendations

To meet the goal of improving the quality of the experience of diamond sports regardless of a player's abilities, the MPRB needs to continue its care and maintenance regimes to at least their current levels. As the rehabilitation of fields progresses, maintenance activities might only be increased to allow those fields to retain their rehabilitated conditions longer. Maintenance should strive to attain the performance requirements for fields listed in the chart, recognizing the level of play for each class (as demonstrated on the chart to the right)

Basic maintenance activities should not be redirected to qualified volunteers. The types of activites undertaken by volunteers might be directed to game and practice preparation, which might include:

- setting bases;
- dragging infield areas;
- packing mound and batter boxes;
- chalking lines; and
- setting outfield fence.

To support a transfer of some of these activities, the MPRB might organize a training to ensure the activities are conducted consistently by volunteers qualified by the MPRB. It would be logical to work with leadership of the several organizations who regularly use MPRB diamond sports facilities to support their programs to identify

MAINTENANCE ACTIVITY	FIELD CLASS			
	Class One	**Class Two**	**Class Three**	**Class Four**
Soil testing	1 time per year	1 time per year	1 time per year	
Fertilization	3 to 4 times per season	2 times per season	1 time per year	1 time per year
Aeration	Minimum 3 times per year	Minimum 2 times per year	Minimum 1 times per year	Minimum 1 time per year
Overseeding	Minimum 2 times per season – early spring and early fal	Minimum 1 time per season – early spring and/or mid fall	Minimum 1 time per season – early spring and/or mid fal	As needed
Top dressing	2 times per season – ¼ inch per application	1 time per season – ¼ inch per application	High use areas	Only to ensure safety and us-ability
Irrigating	Required; minimum 1 inch of water per week	Preferred, in non-rink areas; mini-mum 1 inch water per week	Minimum of 1/2 inch of water per week	Not applicable
Mowing	Mow to a height of 1-½ to 2 inch-es, taking less than 1/3 or less of the plant each time	Minimum of 2 times per week	Follow directed schedule	Follow directed schedule
Weed control	1 time per year with highly con-trolled application	1 time per year with highly con-trolled application	On as-need basis with highly controlled application	On as-need basis with highly controlled application

volunteers with interests and capacities for performing this work. Coaches would be a reasonable starting point since they are consistently present with their teams. As it instills a sense of responsibility for play of these sports, players of a certain age may also be capable of performing game preparation activities, provided the work occurs under the close supervision of qualified adult volunteers. Notably, all the work performed by qualified volunteers must be performed without the use of powered tools or equipment to conform to other MPRB policy.

Whatever groups are identified, it is critical they are qualified through a training program conducted by MPRB staff or by other experts under the direction of MPRB staff. Without this, the MPRB's recreational immunity may not withstand a legal challenge. It may be necessary for the organizations with volunteers performing this work to provide documentation that protects the MPRB in the event of an injury. MPRB's legal counsel are investigating those issues.

Finally, this work has typically been performed by MPRB staff who are members of unions, with their work being protected under a collective bargaining agreement. The MPRB cannot ignore those agreements, so expanding the ways in which field preparation occurs will require consent from those unions representing staff that would otherwise perform this work. It must be noted that those staff who prepare fields for practices and games will still have work to perform supporting the diamond sports fields.

9.3 Actions

To address concerns and capture opportunities identified in this study, the following actions are recommended for implementation. Where a cost is indicated, a budget allocation by the Board of Commissioners may be necessary to advance an action.

Responsible party	*Completion*	*Cost*	*Potential partners*	*Notes*
Care and Maintenance | ACTION 5.1: **Advocate for increased funding for rehabilitation of fields allowing for fields to be in improved condition more quickly with the expectation that improved conditions can be perpetuated.**				
MPRB Asset Management; MPRB Strategic Planning (for budget)	Q3 2025	$400,000, an increase of $200,000 over the currently allocated funding through the Capital Improvement Program for field rehabilitation under the NPP20 program; costs for perpeatuation of improved conditions need development.	The Hennepin Youth Activities Grant Program and the Minnesota Twins have consistently supported diamond sports or programs for capital and rehabilitation projects. .	The number of diamond sports and field sports fields in the MPRB system, an amount of $400,000 would be a more appropriate allocation.
Care and Maintenance | ACTION 5.2: **Establlish a service life for fields in each class along with costs for interventions at key points (beyond regular care and maintenance)**				
MPRB Asset Management	Q3 2025	Costs will be determined as a part of the service life study, with the service life of various elements varying.		Reaching full service life for natural turf fields requires "rest" periods, allowing the turf to recover from intensive use. Replacement costs for fields at rest is not included.
Care and Maintenance | ACTION 5.3: **Create conditions where qualified volunteers might take on basic field care related to game and practice preparations, including establishing proper contractual provisions**				
MPRB Asset Management, Superintendent. Legal counsel	Q1 2025	Train MPRB staff as the training leaders; equipment for use by volunteers would need to be acquired and stored at fields (estimated at less than $2500 per field).	Youth leagues have indicated a willingness to participate in these activities.	A method of tracking qualified individuals would need to be established to ensure the program of care is following properly.

Twins

10.0 Partnerships

10.1 Conditions

The MPRB is fortunate to have benefitted from partnerships that delivered improved fields but it's difficult to encourage those partnerships without an overall guide for the system. This plan intends to demonstrate for potential partners a path toward improved fields aligned with a goal of enhanced opportunities for diamond sports play at every level of skill. It also provides a way to expand upon past requests by framing for potential new partners the benefits of aligning with the MPRB.

MPRB fields have benefitted from grants through the Hennepin Youth Sport Program (now the Hennepin Youth Activities Program). While intermittent and not always directed to fields, those grants have been used at Bethune Park, Folwell Park, Phelps Field Park, and others.

The basic process involves an application for improvements up to $300,000. The MPRB and Minneapolis Public Schools coordinate applications through alternative grant cycles, allowing for schools to gain access to funds in years opposite of MPRB funding applications. The work outlined in this report would seem wholly aligned with the county's grant program. There is a match required.

Hennepin County also offers an equipment grant through the same source. The funds are given in lesser amounts and the MPRB typically directs funds received to various recreation centers throughout the system for purposes defined by the recreation centers.

Through the Twins Nike RBI program and since 1993, the MPRB has a long and beneficial relationship with the Minnesota Twins and the Minnesota Twins Community Fund that results in opportunities for more than 2,500 Minneapolis youth to be engaged in baseball and softball annually. The program also provides uniforms and equipment to all participants and has provided funding supporting diamond sports field renovations.

Through the Cal Ripken, Sr. Foundation in association with the Minnesota Twins and other significant donors, several artificial turf fields have been delivered to the MPRB:

- Bob Casey Field, a multi-purposed field at Stewart Park, with donations from The Toro Company and Land O'Lakes;
- Eddie Phillips Field, a multi-purpose field at Farview Park, with donations from the Phillips Family Foundation;

- North Commons Field, a field at North Commons Park, with funding from the Minnesota Twins and The Toro Company;
- Rod Carew All Star Field, a field at Xcel Energy Field, created on land owned by Xcel Energy with funding from the Pohlad Foundation and assisted by a Hennepin Youth Sports Program grant; and
- Sid Hartman All Star Field, a field at Northeast Athletic Field Park, with funding from the Minnesota Twins and Justin Morneau.

While these partnerships are notable, there are diamond sports organizations that contribute significantly to baseball and softball in the Minneapolis park system. Without them, the state of these sports in Minneapolis would undoubtedly be far less than what is evidenced on fields today. The contribution of hours of time organizing leagues and schedules, developing skills, and teaching team play could not be replicated through the MPRB's staff.

10.2 Recommendations

It's clear the potential for diamond sports will require the MPRB to continue—even expand—efforts to bring philanthropic and grant dollars to the system. It's notable that, when pointed in a good direction, the MPRB can reasonably pursue those funds for the benefit of Minneapolis youth. The work needs to continue, though, especially with a guide for making coherent and consistent improvements throughout the park system.

It's also notable that the represented diamond sports organizations desire to help make or build connections with granting organizations. While staff must maintain a lead position in the pursuit of philanthropic dollars and coordinate those pursuits with an internal grants committee, reliance on the direct providers of baseball and softball in the Minneapolis park system could add significant context to a grant application while demonstrating a partnership that might otherwise be unrecognized.

Because many grant programs require matching funds for a successful grant, the MPRB must respond with its own capital funds to support an evolution of diamond

sports facilities. Already, the Board of Commissioners has directed in its 2024 Budget an amount of $200,000 for field rehabilitation (which would be made available for all fields, not just fields supporting diamond sports). When dispersed across potentially several field improvement projects, that amount may not constitute a reasonable funding match. Advocacy to increase that amount in subsequent budgets is needed, increasing the annual allocation to $400,000.

Capital funds can be used to support a match requirements for grants, especially since those funds are typically locally-raised. However, where rehabilitation dollars can be reasonably directed to parks where they are most needed, the capital funds are typically available through the 20-Year Neighborhood Park Program, which comes with an ordinance-mandated equity application and would typically apply to whole park improvements. Where a diamond sports initiative falls within a park with capital funding, efforts to align internal funding with grants supporting diamond sports will need to seek a balance with funding needed for a park's improvements aligned with a neighborhood's and the public's interests for that park.

The MPRB should seek the input of organizations supporting diamond sports. Much as been learned through input of the TAC during this planning process. Continued input and response—from the MPRB and from diamond sports organizations, will be necessary for the evolution and elevation of diamond sports within the MPRB.

10.3 Actions

To address concerns and capture opportunities identified in this study, the following actions are recommended for implementation. Where a cost is indicated, a budget allocation by the Board of Commissioners may be necessary to advance an action.

Responsible party	*Completion*	*Cost*	*Potential partners*	*Notes*
Partnerships | ACTION 6.1: **Align Hennepin Youth Activities grant program to enhance fields, working with Minneapolis Public Schools during its focus years under the existing agreement.**				
MPRB Planning, MPRB Recreation; Minneapolis Public Schools	Agreement modifications in place prior to 2025 application submittal	Matching funds will be required as a part of the grant; existing NPP20 Field Rehabilitation allocation can serve as a source for matching funds	Minneapolis Public Schools	
Partnerships | ACTION 6.2: **Pursue grants and other non-MPRB funding for a major field project supporting high school girls softball**				
MPRB Superintendent's Office; MPRB Planning	Funding pursuits completed by Q3 2025 to allow for design to be initiated; field completed by Q3 2027	$2.25 million project cost for 2027 year of implementation	xxxx	Funding matches may be required; allocations in the Field Rehabiltiation category of NPP20 may be needed for this purpose.

11.0 Appendices

11.1 TAC input supporting goals

A part of the TAC process included gaining input from staff on field use for high school sport and the TAC's goals for the planning process. This section contains a direct translation of input from TAC members relating to goals of the Diamond Sports Facilities planning project. Corrections were made to spelling and grammar (for the convenience of the reader but no content was intentionally changed.

11..2 Field inventory and class designation

This section contains a list of fields associated with features and designations by class as framed in this report.

11.3 Alternative field configurations

The TAC requested staff to review the opportunitie for implementation of a "pin wheel" configuration for baseball and softball. While the directive for the report specifically noted it would not address reconfigurations and that existing long-range plans would be relied upon for field configurations.

11.4 High school girls softball fields

Direction from the Board of Commissioners to create this study was followed by specific directions for accommodation of girls high school softball. This section reviews that direction and poses a series of fields meeting the follow-up resolution requirements for fields.

11.5 ADA considerations for diamond sports facilities

The MPRB is required to adhere to guidance under the Americans with Disabilities Act. Staff summarized directions necessary for compliance in this section.

11.6 Diamond sports field manual

The MPRB has not had a manual with dimensions for ball field layout for varying levels of play. This manual, intended as a "living" document, will be updated as new information becomes available. In addition, the manual identifies field equipment and features to direct the procurement process, ensuring consistentcy in field across the system.

11.1 TAC input supporting goals

As a part of its early work supporting this study, TAC members offered input regarding various aspects of diamond sports facilities in the MPRB system. Similar input was aggregated roughly into themes, and from there a series of goals were established relative to each theme. This appendix does not change the goals articulated in the body of the report; rather, it provides the narrative input from the TAC that led to the creation of each goal.

As a part of its early work supporting this study, TAC members offered input regarding various aspects of diamond sports facilities in the MPRB system. Similar input was aggregated roughly into themes, and from there a series of goals were established relative to each theme. This appendix does not change the goals articulated in the body of the report; rather, it provides the narrative input from the TAC that led to the creation of each goal.

1	FACILITIES	TAC INPUT
1.a	Classify and publish a comprehensive list of fields according to use and including sizes, features/amenities, illumination, and maintenance regime for each listed field.	• *What constitutes practice field? Game field? Set up standards/ base-line expectations for what these fields look like (What amenities are needed? What do these fields look like for club games, high school, middle school? What grooming is expected? Not meeting these expectations makes players feel unvalued o Have a universal definition for what these fields look like. Maybe some practice fields need to become game fields- need for improvement on these fields. Know which fields we should be scheduling for practice, for games. Partnership: entities with a high volume of field rentals, in exchange for high usage, they provide some maintenance (Todd field: kids picking weeds 20 min before practice/game, but still paying for field use, however, can't use the field if they don't do it))*
		• *Database of the fields (not just what fields, but field lengths, what amenities; what parks have what)*
		• *Access to full list of what diamonds have what amenities (base lengths, dugouts, fences, lights, and how are those diamonds and grass maintained)*

		• *Have centralized scheduling and provide schedules for a month out like hockey, acknowledging that the schedule may need to change during a given month*
		• *Provide equipment boxes*
		• *Determine when fields will be used for games and which will be used for practices*
		• *Goal: HS baseball and softball has no weeds in the field - Accountability: how often are practice fields being dragged? Game fields? (set up expectations)*
1.b	Support skills development through the provision of appropriate features/amenities for varying levels of competition and experience	• *More 75-foot fields*
		• *More batting cages*
		• *Make existing fields more flexible*
		• *Provide equipment boxes.*
1.c	Establish fields for competition and playability at varying levels with player safety as the primary factor	• *Safety (better home plates, pitching rubbers, bench protection)*
		• *Drag fields more often – establish a goal for each game and practice field*
		• *Have the same weed control for all High School baseball and softball fields as Neiman and Parade*
		• *Change shift times so staff can do maintenance when orgs need it*
1.d	Provide for consistently improved field conditions	• *Maintenance issue dashboard (Issues are raised, but unable to see if issue is addressed unless you physically go to field)*
		• *Allow for rest periods for fields of all types (staff input)*
		• *Provide funding for rehabilitation of natural turf fields (staff input)*

2	**SCHEDULING**	
2.a	Identify field use and conditions through a reliable, public-facing, and interactive tool demonstrating scheduling, maintenance, and game preparation.	• *Make more data available to orgs (field conditions, maintenance)*
		• *Provide good field inventory*
		• *Centralized scheduling (Scarcity of fields)*
		• *Lot of last-minute switches, changes, returns – make it easier to return fields to make fields available more quickly (helps reduce scarcity)*
		• *Return unused fields more quickly*
		• *Do a field inventory so the park board knows what facilities they have*
		• *From a park board perspective, we need management, we need someone to provide tools for these programs*
		• *Artificial scarcity because hard to return fields*
		• *Allow orgs and teams to pick up fields- not set in stone*
		• *Visibility to what diamonds are available to use on short notice*
		• *Visibility of the fields: increase ease of access to seeing what fields available and not*
		• *A scheduling system that users can see and functional to filter appropriate data*
		• *Centralized scheduling, schedules for a month out (allow parents and teams to plan their lives)*
2.b	Optimize scheduling and use of fields according to documented and publicly accessible procedures for registration and play	• *Have orgs better staffed to organize scheduling (need bodies and time)*

		• *Need to develop a schedule/chart on when games start for different softball/baseball teams and how long they get to use the field, is there a ½ hour – one hour gap for maintenance or extra innings before the next game starts? How many games can a "game" field handle any given night?*
		• *Figure out appropriate times for high school baseball and softball times, is there a half hour in*
		• *Determine what is the pecking order for who has preference in reservations? Can someone kickoff a game that is running long?*
		• *Work with central MPRB staff for use of diamonds instead of individual park directors*
		• *Having both baseball and softball field close to each HS (accessible to kids by bike or walking; schools don't provide busing to practice- kids must find own rides)*
		• *No defined or written document between parks, schools, residents, leagues etc. as to the structure of what teams get priority*
3	**PARTNERING**	
3.a	Create opportunities for maintenance to be performed by or under the direction of qualified individuals	• *Maintenance, MPRB shall (Get fields grooms and usable quicker)*
		• *Provide toolbox so people can help with maintenance*
		• *Allow clubs and teams to do maintenance on their own*
		• *Allow other organizations to fix things, use things, set up equipment boxes*
		• *Volunteer maintenance program o Like an "adopt a park" program*

		• *Allow organizations to prep fields if they haven't been prepped (rake, chalk lines)*
3.b	Establish partnerships aimed at elevating the experience of play for all field users	• *What if park board and school board worked together to schedule things, create a structure of accountability, set it up so clubs can help raking, taking care of fields- set up accountability system so park doesn't have to take care of things/throw away things*
		• *Need to locate (temporary and long-term) location of all seven High School softball and baseball fields.*
4	**COMMUNICATIONS**	
4.a	Provide timely and accessible information relating to the use and scheduling of fields as well as methods of coordinating with field user groups to define expanded opportunities for partnering	• *Have internal processes to raise issues to park board*
		• *Red tape (individuals want to donate to park board to build fence or fix an issue but park board can't aways accept money)*
		• *None of the issues are new or different, what can community partners do to help move forward on actionable items?*
		• *Baseline should be determined by TAC, not just parks*
5	**FEES AND COSTS**	
5.a	Establish a basis for field use and rentals encompassing the reasonable costs of managing a system of fields	• *Broader sliding scale of fees (cost isn't covered- why would a youth team from out of town get the same rate as an in-town team?)*
		• *What's the cost of the fields? Not just maintenance but personnel*
		• *Charge a rate that actually covers all costs*
		• *Allow organizations to pay overtime fees if applicable.*
		• *Perhaps a sliding scale for fees (more for non-Mpls groups)*
		• *Allow orgs to pay for overtime for those who want to maintain fields*

11.2 Field inventory and class designation

As an appendix, it is expected the following field inventory demonstrating field class as posed in the body of the Diamond Sports Facility Study, will change as fields are improved, especially relative to fields supporting girls fastpitch softball. As modifications are made, this appendix will be updated so that it remains a relevant and publicly accessible reference for field users. Eventually, as an updated reservations system is implemented, the need for this inventory may be moot.

MPRB_ID	Park	Old MPRB Tier	Class	Dimensions			Service Area	Lights	Batting Cage	Dugouts	Notes	Overlaps Other Field?
				Bases	*Rubber*	*Centerfield*						
FLD100	Bossen Field Park	1				300	South					No
FLD94	Bossen Field Park	1				380	South					No
FLD95	Bossen Field Park	1				300	South					No
FLD96	Bossen Field Park	1				300	South					No
FLD97	Bossen Field Park	1				300	South					No
FLD99	Bossen Field Park	1				300	South					No
FLD98	Bossen Field Park	1				300	South					No
FLD107	Morris Park	1					South					No
FLD240	Neiman Sports Complex, Leonard H.	1	A			250	Not applicable					No
FLD247	Neiman Sports Complex, Leonard H.	1	A			375	Not applicable					Yes
FLD250	Neiman Sports Complex, Leonard H.	1	A			375	Not applicable					Yes
FLD261	Neiman Sports Complex, Leonard H.	1	A			275	Not applicable					Yes
FLD262	Neiman Sports Complex, Leonard H.	1	A			250	Not applicable					Yes
FLD236	Painter Park	1		60	46		Soutwest				Baseball	Yes
FLD956	Bryn Mawr Meadows Park	2				300	Southwest					No
FLD957	Bryn Mawr Meadows Park	2				300	Southwest					No
FLD152	Farview Park	2		90, 75, 60, 60, 60	52, 46, 43, 40	475	North					Yes
FLD155	North Commons Park	2	A				North				Baseball	Yes
FLD234	Parade Park, The	2	A	90	60	415	Southwest					Yes
FLD27	St Anthony Park	2					Northeast					Yes
FLD677	Willard Park	2					North					
FLD216	Armatage Park, Maude D.	3		60, 75	46, 52		Southwest					Yes
FLD217	Armatage Park, Maude D.	3		90, 75	60, 52		Southwest				Ball field #6	Yes
FLD220	Armatage Park, Maude D.	3		90	50 with mound		Southwest					Yes
FLD221	Armatage Park, Maude D.	3		60, 60	46, 52		Southwest					Yes
FLD4	Bottineau Field Park	3		65, 60, 60, 60	52, 46, 40, 35	280	Northeast				Baseball	No
FLD91	East Phillips Park	3				200	South					Yes
FLD12	Jackson Square Park	3	A	65, 60	50, 43	200	Northeast				Baseball	Yes
FLD101	McRae Park	3					South					Yes
FLD103	McRae Park	3					South					Yes
FLD105	McRae Park	3					South					Yes
FLD25	Northeast Athletic Field Park	3		90	60	390	Northeast				Baseball	Yes
FLD26	Northeast Athletic Field Park	3		90	60	350	Northeast				Baseball	Yes
FLD19	Northeast Athletic Field Park	3		65, 60	50, 40	275	Northeast					Yes
FLD20	Northeast Athletic Field Park	3		75, 65	52, 50		Northeast					Yes
FLD21	Northeast Athletic Field Park	3		65	50		Northeast					Yes
FLD23	Northeast Athletic Field Park	3		65, 60, 60	50, 40, 46		Northeast					Yes
FLD678	Northeast Athletic Field Park	3					Northeast				Backstop and benches, no clear outfield	Yes

MPRB_ID	Park	Old MPRB Tier	Class	Dimensions			Service Area	Lights	Batting Cage	Dugouts	Notes	Overlaps Other Field?
				Bases	*Rubber*	*Centerfield*						
FLD193	Pershing Field Park	3		60, 60, 60	46, 40, 35		Southwest					Yes
FLD194	Pershing Field Park	3		60, 60, 60	46, 40, 35		Southwest					Yes
FLD115	Phelps Field Park, Edmund J.	3		60, 60	46, 40		South					Yes
FLD117	Phelps Field Park, Edmund J.	3		60	40		South					Yes
FLD110	Powderhorn Park	3		75, 60	52, 46		South					Yes
FLD111	Powderhorn Park	3		75, 60	52, 46		South					Yes
FLD113	Powderhorn Park	3		90	60		South				large with fenced in outfield	No
FLD210	Rev. Dr. Martin Luther King, Jr. Park	3		90, 75	60, 52	350	Southwest					Yes
FLD211	Rev. Dr. Martin Luther King, Jr. Park	3		60	46		Southwest					No
FLD138	Shingle Creek Park	3				325	North					Yes
FLD37	Waite Park	3					Northeast				Baseball	Yes
FLD188	Bassett's Creek Park	4		65	50		North				Field 3, Grading of the outfield is bad	Yes
FLD189	Bassett's Creek Park	4		65	50		North					Yes
FLD190	Bassett's Creek Park	4		65	50		North				Field 2	Yes
FLD144	Bohanon Park , John C.	4		60, 70	43, 50		North				Double first base	Yes
FLD118	Brackett Field Park, George A.	4		60	46		South					Yes
FLD120	Brackett Field Park, George A.	4		90	60		South					Yes
FLD122	Brackett Field Park, George A.	4		75, 65, 60	52, 50, 46		South				Has flooding problems	Yes
FLD199	Bryant Square Park	4		65, 60, 60	50, 50, 46		Southwest				Shared outfield with benches and short fence	Yes
FLD171	Bryn Mawr Meadows Park	4		90	60		Southwest				Baseball	No
FLD174	Bryn Mawr Meadows Park	4		65, 60	50, 40		Southwest				Softball field	Yes
FLD176	Bryn Mawr Meadows Park	4		90	60		Southwest				Baseball	No
FLD178	Bryn Mawr Meadows Park	4		65	50		Southwest				Softball field	Yes
FLD181	Folwell Park	4					North					Yes
FLD183	Folwell Park	4					North					Yes
FLD185	Folwell Park	4					North					Yes
FLD53	Hiawatha School Park	4					South					Yes
FLD56	Hiawatha School Park	4					South					Yes
FLD148	Jordan Park	4					North					Yes
FLD76	Keewaydin Park	4					South					Yes
FLD79	Keewaydin Park	4					South					Yes
FLD81	Keewaydin Park	4					South					Yes
FLD214	Kenny Park	4					Southwest					Yes
FLD215	Kenny Park	4					Southwest				Baseball	Yes
FLD223	Kenwood Park	4					Southwest				Baseball	No
FLD225	Kenwood Park	4					Southwest				Baseball	Yes
FLD226	Kenwood Park	4					Southwest					Yes
FLD227	Kenwood Park	4					Southwest					Yes
FLD57	Lake Hiawatha Neighborhood Park	4					South					Yes
FLD59	Lake Hiawatha Neighborhood Park	4					South					Yes
FLD126	Lake Nokomis Athletic Fields	4					South					Yes
FLD127	Lake Nokomis Athletic Fields	4					South					Yes
FLD129	Lake Nokomis Athletic Fields	4					South				overgrown	Yes
FLD131	Lake Nokomis Athletic Fields	4					South					Yes
FLD133	Lake Nokomis Athletic Fields	4					South					Yes
FLD134	Lake Nokomis Athletic Fields	4					South					Yes
FLD135	Lake Nokomis Athletic Fields	4					South					Yes

MPRB_ID	Park	Old MPRB Tier	Class	Dimensions			Service Area	Lights	Batting Cage	Dugouts	Notes	Overlaps Other Field?
				Bases	*Rubber*	*Centerfield*						
FLD201	Linden Hills Park	4					Southwest					Yes
FLD202	Linden Hills Park	4					Southwest				Baseball	Yes
FLD14	Logan Park	4					Northeast					Yes
FLD44	Longfellow Park	4					South					Yes
FLD46	Longfellow Park	4					South					Yes
FLD10	Luxton Park, George E.	4					Northeast				overlap with baseball	Yes
FLD208	Lyndale Farmstead Park	4					Southwest					Yes
FLD195	Lynnhurst Park	4					Southwest					Yes
FLD196	Lynnhurst Park	4					Southwest					Yes
FLD198	Lynnhurst Park	4					Southwest					Yes
FLD41	Marshall Terrace Park	4					Northeast					Yes
FLD42	Marshall Terrace Park	4					Northeast					Yes
FLD88	Matthews Park, Charles E.	4					South					Yes
FLD251	Minnehaha Creek Parkway (East of 35W)	4					South					Yes
FLD252	Minnehaha Creek Parkway (West of 35W)	4					Southwest					No
FLD256	Minnehaha Creek Parkway (West of 35W)	4					Southwest					No
FLD156	North Commons Park	4				225	North				Baseball	Yes
FLD154	North Commons Park	4					North				Baseball	Yes
FLD66	Pearl Park	4		90	60	375	South					Yes
FLD61	Pearl Park	4		60, 60, 60	46, 40, 35		South					Yes
FLD63	Pearl Park	4		60, 60, 60	46, 40, 35		South					Yes
FLD64	Pearl Park	4		60, 60, 60	46, 40, 35		South					Yes
FLD65	Pearl Park	4		60, 60, 60	46, 40, 35		South					Yes
FLD142	Shingle Creek Park	4	A	60	40	200	North					Yes
FLD83	Sibley Park	4		60	46		South				Next to school, overlap with ball field	Yes
FLD84	Sibley Park	4		75, 60, 60	52, 46, 40		South					No
FLD85	Sibley Park	4		60, 60	46, 40		South					No
FLD254	Stewart Park	4		75, 60	52, 46	225	South					Yes
FLD70	Todd Park	4	A	60	46		South					Yes
FLD73	Todd Park	4		60, 75, 60	46, 52, 40		South					Yes
FLD74	Todd Park	4		60, 75, 60	46, 52, 40		South					No
FLD75	Todd Park	4		90	60		South					Yes
FLD9	Van Cleve Park	4				350	Northeast				Backstops with not enough ball field space	No
FLD7	Van Cleve Park	4					Northeast				Softball field	Yes
FLD8	Van Cleve Park	4					Northeast				Softball field	Yes
FLD34	Waite Park	4					Northeast					No
FLD35	Waite Park	4					Northeast					No
FLD38	Waite Park	4	A				Northeast				Rod Carew, Artifical Turf	No
FLD235	Whittier Park	4					Southwest					
FLD48	Longfellow Park						South					Yes
FLD50	Longfellow Park						South					Yes
FLD16	Windom Northeast Park						Northeast					
FLD43	Xcel Field Park		A			275	Northeast					

11.3 Alternative field configuration

The charge in assembling a report on Diamond Sports Facilities was clear that configuration changes to field was not a part of the work, particularly because of the potential for impacts on long-range plans created and adopted as policy by the Board of Commissioners. Still, those plans can be amended; they are long-range in nature, looking out over horizon of 20 to 30 years, but every circumstance cannot be imagined during the planning process. Therefore, each plan includes a method for amendment.

In the case of configurations, the amendment process would logically begin with commissioners as it was their charge that directed configurations not be considered. Commissioners, at any time, could direct staff through a resolution to pursue an amendment to a master plan that would consider alternative configurations. For the purposes of some TAC members, such a reconfiguration would be directed to an arrangement of fields wherein four fields are positioned with their homeplates oriented inward with outfields reaching outward at right angles.

There is no pinwheel configuration for diamond sports in the MPRB system today. If such a configuration were desired, it would be advantageous to consider locations where the configuration fits the space available, preferably with little disturbance of existing trees and little reliance on movement of soils. Such a configuration would likely become more significant destinations, making access and parking availability strong considerations. If the pinwheel configuration is implemented, it may also require greater attention relative to operations and maintenance and, possibly, to the provisions of concessions as the configuration encourages tournaments and other more intensive play.

A critical consideration relative to long-range planning relates to non-physical impacts. While long-range plans consider available park spaces in their recommendations, they were also framed in collaboration with recreation program staff. In some cases, the implementation of a pinwheel configuration would not only displace long-standing recreation programs in one park but cause ripple effects in programs through several other parks—resulting in the need to adjust the long-range plan of at least one and possibly several parks.

As part of the diamond sports facilities study, staff considered locations where a pinwheel configuration of softball or baseball might work. Recognizing spatial needs, impacts of parking, and the ability to modify an adopted long-range plan, Xcel Field stood out as a possibility. The existing park includes Rod Carew Field but the remainder of the park is largely undeveloped relative to programmed activities. The long-range plan indicates an evolution of those undeveloped spaces with more native plantings. The introduction of three softball fields, one of which would have shorter outfield distances,

could occur on this site. The native planting area is retained, although it would occupy a lesser portion of the park. Importantly, Xcel Field is operated by the MPRB but owned by Northern States Power Company. Changes to the park that might increase its intensity of use or make it more difficult to accommodate the owner's long-term interests must be prominent considerations.

Four-field configuration

11.4 High schools girls softball fields

Resolution

RESOLVED, That the Board of Commissioners directs staff to implement semi-permanent fencing and other improvements supporting high school girls fast pitch softball at Armatage Park, Bottineau Park, and Linden Hills Park, and at other parks where semi-permanent fencing is determined to be practicable, with implementation occurring as directly as practicable but not later than the start of the 2024 high school girls' softball season; and

Staff action

- Semi-permanent outfield fencing is to be installed at the parks indicated, and at other parks where it can be reasonably accomplished;
- Such outfield fencing would be installed at dimensions aligned with high school softball standards; and
- For the enumerated parks, outfield fencing would be installed prior to the beginning of the 2024 high school girls' softball season.
- Staff notes that limited funds were directed to support this resolution the 2024 Budget.

Resolution

RESOLVED, That the Board of Commissioners prioritizes implementation of diamond sports facilities supporting high school girls fast pitch softball at Todd Park and Bottineau Park as defined in their respective Service Area Master Plans and as sequenced for implementation in the 2023-2028 Capital Improvement Program;

Staff action

- As capital improvements are planned at Todd Park and Bottineau Park, the implementation of facilities supporting fast pitch softball shall be the priority for those capital projects.
- While those parks are included in the reference capital years, no engagement has been conducted. It is possible, through engagement, priorities other than softball will result. Staff's response to the engaged public will need to reference this resolution.

Resolution

Resolved, MPRB designates and defines' 'premier fastpitch softball/youth baseball field'' as the following: use NCAA 'rule 2: field of play' dimensions, with one exception, the distance from home plate to the pitcher's mound. Specifically, Centerfield not to exceed 220 feet, left and right not to exceed 200 ft, basepaths set 60 feet apart and 40 feet will be between the pitcher's mound and home plate. These dimensions will not convert once the field is designated. The designation also means that the fields will be groomed by the current standards of MPRB 'premier' softball convertible fields at Niemann sports complex and Bossen Park.

Staff action

- Implementation of field improvements will follow the specifications noted in the resolution, with such improvements being permanent to the field. Staff notes the following taken from the Minnesota State High School League SB_20202021_Rules and Policies (www.mshsl.org): "B. Pitching Distance: The pitching plate shall be set at 43-feet for interscholastic softball."
- Field care and preparation for practices and games will use standards aligned with MPRB "premier" fields.

Resolution

Resolved, the parks named as 'premier fastpitch softball fields' in temporary or permanent measure for the 2024 spring seasons are as follows: Jackson Square Park, East Phillips Park, Linden Hills Park, Todd Park, Bottineau Park.

Staff action

- Staff has reviewed the potential fields for use by high school girls softball with the TAC and are prepared to implement this portion of the resolution at the following fields:
    - Jackson Square Park (northeast);
    - Todd Park (south); and
    - Linden Hills Park (southwest).

- North Commons Park (north);
- East Phillips Park (south);
- Bottineau Field Park (northeast)

Americans with Disabilities Act (ADA) Compliance Guidelines

Facilitating ADA compliance for parking, accessible routes, seating, viewing areas, and other related features ensures that people with disabilities have equal access to sports fields and related amenities.

1. **Parking and Drop-off Zones**
    a. **Accessible Parking Spaces**: Designate accessible parking spots close to the field's entrance. The number of accessible spaces must comply with ADA guidelines based on the size of the parking lot.
    b. **Drop-off Zones**: Provide accessible drop-off areas for spectators and participants with disabilities.
2. **Accessible Routes**
    a. **Accessible Routes**: Identify and provide accessible routes that connect key arrival points to the diamond field and other amenities. These routes must comply with ADA width, slope, and surface standards.
    b. **Accessible Entrances to Dugouts and Bullpens**: Ensure accessible entrances to dugouts and bullpens by providing ramps or sloped areas for wheelchair users and players with disabilities.
3. **Spectator Seating and Viewing Areas**
    a. **Accessible Seating**: Provide accessible seating in multiple locations, including behind home plate and along the baselines. These areas should be on flat, stable surfaces and include companion seating.
    b. **Line of Sight**: Ensure accessible seating provides a clear line of sight to the field, comparable to that of other spectators, even when other spectators are standing.
4. **Restrooms and Concessions**
    a. **Accessible Restrooms**: Restrooms must have accessible stalls, grab bars, and sufficient turning space for wheelchair users, adhering to ADA standards.
    b. **Concession Stands**: Ensure counters are at an accessible height (no higher than 36 inches), and there are clear pathways to concession areas.

5. **Player Accommodations**
    a. **Accessible Dugouts**: Dugouts should provide enough space to accommodate wheelchair users.
    b. **Accessible Benches**: Ensure sufficient space for players using mobility devices to position themselves within or next to bench areas.
    c. **Accessible Fields**: The field surface should be designed or maintained in a way that allows participation by people with disabilities.
6. **Assistive Listening Systems**
    a. **Public Address Systems**: If a public address system is used in the facility, assess whether assistive listening systems are required in consultation with the MPRB ADA Administrator.
7. **Signage**
    a. **Directional Signage**: Provide clear, easy-to-read signs with the international symbol of accessibility to direct users to accessible routes, seating, restrooms, and parking.
    b. **ADA Compliance**: Ensure all signage adheres to ADA standards for readability, visibility, and accessibility.
8. **Emergency Exits**
    a. Ensure accessible emergency exits and procedures for people with disabilities, including proper lighting and clear paths from seating areas, dugouts, and other parts of the facility.
9. **Maintenance of Accessibility Features**
    a. Regularly inspect accessible paths, seating, restrooms, and dugouts to ensure they are clear, well-maintained, and meet ADA requirements. This includes repairing potholes, addressing erosion, and ensuring ramps and other accessible features are unobstructed.

11.6 Diamond sports facilities manual

The manual, due to its length, is a free-standing document accessible at:

https://www.minneapolisparks.org/park-care-improvements/park-projects/current_projects/diamond-sports-facility-study/

The manual may, from time to time, be updated to ensure its rellla

Minneapolis
Park & Recreation Board

PROPERTY LEASE AND USE AGREEMENT

THIS PROPERTY LEASE AND USE AGREEMENT (this "Lease") made this _____ day of _____, 2025, by and between the **CITY OF MINNEAPOLIS, ACTING BY AND THROUGH ITS PARK AND RECREATION BOARD**, a body corporate and politic under the laws of the State of Minnesota (the "Park Board") and **SPECIAL SCHOOL DISTRICT NO.1**, a statutorily created political subdivision created and existing under the laws of the State of Minnesota (the "School District") (collectively, the "Parties").

RECITALS

(A) The Park Board controls and governs over 7,000 acres of land in and adjacent to the City of Minneapolis, Minnesota (the "City"), and provides recreational opportunities to all citizens, there is an intense demand for use of such land and the Park Board desires to cooperate with the School District to create more and better opportunities for all citizens, and therefore, this Lease intends to improve more softball fields in the City on such land the Park Board governs that will be available to citizens.

(B) The Park Board is the fee owner of the real property in the City described in **Exhibit A** attached hereto and known as Jackson Square Park, Creekview Park, and Todd Park, at which it operates public parks that include one or more softball fields (the "Parks").

(C) The School District desires to lease and use one softball field in each of the Parks (such softball fields more legally described in **Exhibit B** attached hereto, collectively, the "Softball Fields," and with their related facilities as set forth in **Exhibit C** attached hereto, collectively, the "Facilities") for its students' softball activities and programs.

(D) The Park Board desires to lease the Facilities to the School District and permit the School District to use the Facilities for such purposes.

(E) The Parties desire to jointly make a range improvements to the Facilities that will require investment, construction, and installation (as further defined herein, the "Improvements").

(F) The School District has agreed to finance a majority of the Improvements with proceeds of certain general obligation bonds authorized and issued by the School District from time to time (whether one issue or more, as the same may be refinanced or reissued from time to time, the "Bonds").

(G) The Parties desire to enter into this Lease to provide for the lease and mutual long-term use of the Facilities and to establish the current rights and obligations related to the uses of the Facilities and related outdoor recreational areas.

(H) The School District is authorized to enter into this lease pursuant to Minn. Stat. §§ 128D.04, 123B.02, 123B.51, Subd. 3., and 471.64.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. DEFINITIONS

(A) "Bonds" has the meaning assigned in the recitals.

(B) "Facilities" has the meaning assigned in the recitals.

(C) "Governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Minnesota, but does not mean the United States or any of its governmental branches, departments or agencies.

(D) "Improvements" means improvements to the Facilities financed with proceeds of the Bonds.

(E) "Lease" means this Property Lease and Use Agreement made between the City of Minneapolis, acting by and through its Park and Recreation Board, and Special School District No. 1.

(F) "Lease Term" means the period beginning on the date this Lease is executed and continuing until the later of (a) February 1, 2046, and (b) the date that is twenty years after the placed-in-service date of the Improvements, which represents the useful life of the Improvements.

(G) "Parties" means collectively the Park Board and the School District.

(H) "Park Board" means the City of Minneapolis, acting by and through its Park and Recreation Board, a body corporate and politic under the laws of the State of Minnesota.

(I) "School District" means Special School District No. 1, a statutorily created political subdivision created and existing under the laws of the State of Minnesota.

(J) "Softball Fields" means the softball fields identified on **Exhibit B** hereto.

(K) "Softball Season" means the high school girls' softball season as defined each year by the Minnesota State High School League.

(L) "Private Business Use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined), as defined and interpreted in accordance with the Internal Revenue Code of 1986 and Treasury Regulations promulgated thereunder.

(M) "Project Fund" means the Project Fund established by the School District in connection with the issuance of the Bonds.

Section 2. REPRESENTATIONS, COVENANTS, AND WARRANTIES

(A) Representations, Covenants and Warranties of the School District. The School District represents, covenants and warrants as follows:

(i) The School District is a duly formed and validly existing body corporate and political subdivision of the State of Minnesota, governed by the

Constitution and laws of the State of Minnesota.

(ii) State and federal law authorize the School District to enter into this Lease and the transactions contemplated hereby, and to carry out its obligations under this Lease.

(iii) The officers of the School District executing this Lease and the documents contemplated hereby have been duly authorized to execute and deliver this Lease and such documents under the terms and provisions of a resolution of the School District's governing body or by other appropriate official action.

(iv) The School District has complied with or will comply with all open meeting laws, all public bidding laws and all other State and Federal Laws applicable to this Lease and the acquisition and construction of the Improvements by the School District.

(v) Except as provided under the terms of this Lease, the School District will not transfer, lease, assign, mortgage or encumber the Facilities.

(vi) The School District may accomplish any of its obligations herein by an agent.

(B) Representations Covenants and Warranties of the Park Board. The Park Board represents, covenants and warrants as follows:

(i) The Park Board is a public body, corporate and politic duly organized, governed by the Constitution and laws of the State of Minnesota.

(ii) State and federal law and the City Charter of the City authorize the Park Board to enter into this Lease and the transactions contemplated hereby, and to carry out its obligations under this Lease.

(iii) The officers of the Park Board executing this Lease and the documents contemplated hereby have been duly authorized to execute and deliver this Lease and such documents under the terms and provisions of a resolution of the Park Board's governing body or by other appropriate official action.

(iv) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any law, regulation, restriction or any agreement or instrument to which the Park Board is now a party or by which the Park Board or its property is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Park Board, or upon the Facilities.

(v) During the Lease Term, the Park Board will not take or permit to be taken any action with respect to the Lease or Facilities which would cause the

interest received by the holders of the Bonds to become includable in gross income of such recipients for federal income tax purposes under the Code.

Section 3. LEASE; LEASE TERM; RENT

Subject to and upon the terms, conditions, covenants and undertaking hereinafter set forth, the Park Board hereby leases the Facilities located at the Parks to the School District, and the School District hereby leases the Facilities from the Park Board for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for the Lease Term. As rent, the School District shall directly pay the costs of the Improvements to the Facilities. In exchange for the payment of rent, the Park Board enters into this Lease and hereby waives for the School District, for the Lease Term, other fees, costs, charges and other payments with respect to the use the Facilities, except as otherwise set forth in Section 6.

Section 4. OWNERSHIP

The Facilities will at all times be owned by the Park Board, subject to lease by the School District as provided herein. Upon the expiration or termination of this Lease, the Park Board shall continue to own the Facilities with all Improvements made during the term of this Lease whether or not financed by the Park Board.

Section 5. SCHOOL PROPERTY; PRIORITY USE; RECORDS

The Park Board agrees that the Facilities are hereby leased to the School District for priority use in connection with school purposes. In furtherance of the foregoing:

(A) The Parties agree that the Facilities shall be treated as "school grounds" and a "school site" for purposes of applicable state law. The Park Board agrees to enforce applicable statutes and ordinances in and around the Facilities in the same manner that the Park Board enforces applicable statutes and ordinances on other park and school property.

(B) The School District shall have a first priority use right with respect to the Facilities during the Softball Season as further set forth set forth in **Exhibit D** hereto. The Park Board shall be entitled to use the Facilities at any other time, including permitting and renting the use of the Softball Fields to third parties at times other than the Softball Season and at times during the Softball Season that are not scheduled by the School District. The Park Board shall keep records of when it uses the Facilities or permits third parties (including non-profits and the general public) to use the Facilities and shall annually provide that data to the School District and its attorneys, which records shall include but not be limited to all scheduling records, names of users, schedules of hours, fee or rate schedules (for other parties), use agreements, dates and times of use, amounts paid, etc.

(C) During the Softball Season, the School District and the Park Board further agree that the School District shall also have a priority use right with respect to all other Park Board-owned fields (the "Other Fields") pursuant to the Park Board's existing priority use policy, as revised by the Park Board from time to time in its own discretion and other agreements between the Park Board and the School District, for softball games and practice and for other scheduled school events.

Section 6. OPERATING AND MAINTENANCE COSTS OF THE FACILITIES.

The Park Board shall be responsible for maintaining the Facilities at all times in accordance with the Park Board's published maintenance standards in place on the Fields in the Parks prior to the School District's Improvements, or as the Park Board may amend the same from time to time. In the event the School District requires additional maintenance, the School District is responsible for the increased costs and the Parties will mutually agree on costs and invoicing mechanisms. The School District agrees to pay invoices upon receipt. The School District shall also be solely responsible for the maintenance and upkeep of all equipment it owns and uses in connection with the Facilities and Other Fields.

Section 7. SCHEDULING; ATHLETIC FACILITY PERMIT

The Park Board shall be solely responsible for the management of the schedule of the Facilities and the Other Fields; *provided, however*, that all scheduling shall comply with the terms of the School District's rights to first priority use for the Facilities as set forth in **Exhibit D** of this Lease. Annually, the Park Board shall require that the School District obtain an Athletic Facility Permit for use of the Facilities and the Other Fields.

Section 8. IMPROVEMENTS TO THE FACILITIES

(A) Minimum Investment: In consideration for the lease of the Facilities and the use and other rights described herein, the School District shall contribute not less than $[2,000,000.00] to improve the Facilities, such contribution to include without limitation payment by the School District for materials, labor, and other amounts due to project managers (whether or not employed by the School District) and to third parties, including but not limited to contractors, engineers, designers. None of the minimum investment described herein shall be paid or payable to the Park Board. A general, but non-binding, description of the Improvements is included in **Exhibit E** hereto, the scope of which includes, at each of the Softball Fields, one or more of the following components: earthwork, dugouts, seating, fencing, lighting, accessory facilities like bullpens and batting cages, and scoreboards.

(B) Improvement Selection and Construction: The School District shall be solely responsible for the acquisition, construction, improvement, installation and equipping of the Improvements. The School District shall provide the Park Board with the plans for Improvements and the School District shall not construct the Improvements until the Park Board approves such plans, such approval not to be unreasonably withheld. Approval or objection by the Park Board to the plans for Improvements shall be provided in writing within 30 days after receipt of the plans for Improvements by the Park Board. Objections to the plans for Improvements shall be submitted by the Park Board to the School District with specific detail regarding the objection(s) and one or more alternatives acceptable to the Park Board. Failure to approve plans for Improvements without clear objections and alternatives that do not materially increase the overall budget for the Improvements above the minimum investment described in Section 8(A) above shall be deemed unreasonable and in such case, the District may proceed with the plans proposed after 30 days. The parties agree to cooperate in good faith and without delay to finalize plans for Improvements which are acceptable to both the Park Board and the School District.

(C) The School District shall the sole authority to select any general contractor, design agency,

or architect for the Improvements. The School District shall manage or provide for management of the acquisition, construction, improvement, installation and equipping of the Improvements. To School District shall use commercially reasonable best efforts to ensure that the Improvements to the Softball Fields conform with the field standards of the Park Board attached hereto as **Exhibit F**, if any. The School District shall consult in good faith with the Park Board and its representatives to as it relates to the scope of the Improvements and the work required to complete the Improvements. The Park Board shall require that the School District obtain a construction permit from the Park Board to construct the Improvements at no cost to the School District. The Park Board shall cooperate fully with the School District in the acquisition, construction, improvement, installation and equipping of the Improvements by the School District.

(i) The School District shall have sole authority to select, engage, and order the general contractor, subcontractors and project managers for the Improvements. The School District shall ensure that the general contractor selected is properly licensed, bonded, and insured in accordance with applicable laws and regulations.

(ii) The School District shall hold all engineering, design, and construction contracts related to the Improvements. The Park Board will not be party to any agreements with respect to acquisition, construction, improvement, installation and equipping of the Improvements other than this Lease.

(iii) The School District shall manage the construction contracts and shall be responsible for ensuring that construction of the Improvements is accomplished in a good and workmanlike manner, free from faults and defects, and in conformance with the construction documents.

(iv) The School District assumes liability for all risks of loss during the construction and installation of the Improvements. The School District shall require that all contractors maintain in force during the entire construction and installation period for the Improvements, builder's risk or property damage insurance in an amount not less than the full value of all work done and materials and equipment provided or delivered by the contractor and in any event not less than the applicable prepayment price, and comprehensive liability insurance, worker's compensation insurance and other insurance required by law or customarily maintained with respect to like projects. All policies of such insurance shall show the Park Board and the School District as named insured, in such amounts as their interests may appear.

(v) The School District will be responsible for the payment of all construction costs and will be responsible to keep the Park Board property subject hereto free from all future encumbrances and liens, including mechanics liens, related to the construction of the Fields by the School District and its agents. The failure of the School District to resolve or pay a lien of any type related to the construction of the Fields by the School District and its agents against the Park Board property subject hereto within thirty days of notice of such liens shall void this lease.

(vi) All Improvements shall be the property of the Park Board.

(D) Costs of the Improvements.

(i) The School District has or will establish a Project Fund to pay costs of the Improvements.

(ii) The Park Board will provide any grants or other contributions to the costs of the Improvements to the School Board for application by the School District only in cases where the Park Board has approved the plans for Improvements and the Park Board agreed to contribute such amounts.

Section 9. BOND FINANCING RESTRICTIONS

(A) Tax-Exempt Obligations; Private Business Use Restrictions. The Park Board hereby acknowledges that the School District intends to finance the costs of the Improvements in an amount not less than provided in Section 8(A) though the issuance of the Bonds, the interest on which is intended to be exempt from gross income of the owners thereof for federal income tax purposes. The maintenance of the tax-exempt status of the Bonds will depend, in part, on the Parties' compliance with the following provisions of this Lease. The following provisions shall remain in full force and effect while any portion of the Bonds remain outstanding, notwithstanding any earlier termination of this Lease:

(i) The Parties shall not use or permit the use of the Facilities in any manner which would jeopardize the tax-exempt status of the Bonds.

(ii) Neither the Park Board nor the School District shall take any action or fail to take any action which would jeopardize the tax-exempt status of the Bonds.

(iii) That Park Board and the School District shall take any and all actions required by counsel to the School District nationally recognized in matters relating to tax-exempt financing to maintain the tax-exempt status of the Bonds.

(iv) The Park Board shall maintain and provide to the School District accurate records (for the term of the Bonds plus seven years) regarding the use and users of the Facilities as provided in Section 5(B) of this Lease. The School District shall be solely responsible for monitoring and measuring use of the Facilities for compliance with applicable federal tax law.

(v) That, to ensure that the Bonds will not be or become "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986:

(1) The Park Board shall not permit the Facilities to be used by any person or persons for any Private Business Use in an amount which jeopardizes the tax-exempt status of the Bonds, while at the same time the payment of principal of, or the interest on, the Bonds is directly or

indirectly (A) secured by any interest in (i) property used or to be used for a private business use or (ii) payments made with respect to such property or (B) derived from (i) payments with respect to such property (whether or not made to the parties) or (ii) borrowed money used or to be used for Private Business Use.

Use of the Facilities as a member of the general public will not be considered Private Business Use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under Section 501(c)(3) of the Internal Revenue Code of 1986 shall be considered a Private Business Use. Use of the Facilities by the Park Board and third parties are governed by Section 5(B) of this Lease. The Parties anticipate that the Park Board will be able to rent the Fields and the Facilities at times when the School District is not using them and that the payment from such non-School District use is reasonably estimated to be $25,000 annually per each of the Fields and that these payments will not cause the limitation on the Private Business Use to be violated.

(B) Bond Counsel Interpretation. If there is any question about the application of the foregoing restrictions relating to Private Business Use, the Park Board and the School District agree to immediately request assistance from counsel to the School District nationally recognized in matters relating to tax-exempt financing prior to permitting any use or entering into any agreement which may be prohibited as provided herein. It shall not be a breach of any provision of this Lease if the Park Board or the School District take or permit to be taken, or omit to take, any action relating to use of the Facilities in consultation with counsel to the School District nationally recognized in matters relating to tax-exempt financing.

(C) Reservation of Rights. In connection with the issuance of the Bonds, the School District has or will enter into one or more tax certificates (whether one or more, the "Tax Certificate"). Notwithstanding the rights of the Park Board to schedule and control the use of the Facilities subject to the priority use rights of the School District, the School District hereby reserves to itself the right to direct or control the use of the Facilities in consultation with the Park Board in such a manner as may be required by the Internal Revenue Code of 1986 to preserve the tax-exempt status of the Bonds.

Section 10. INDEMNIFICATION.

(A) Park Board Indemnifies School District: The Park Board hereby indemnifies and holds the School District harmless from and against any and all claims, demands, liabilities, and expenses, including attorney's fees, arising from the Park Board's use of the Facilities or from any act permitted, or any omission to act, in or about the Facilities by the Park Board or its agents, employees, invitees, customers or contractors, or from any breach or default by the Park Board of this Lease, except to the extent caused by the negligence or willful misconduct of the School District or School District's agents, employees, invitees, customers or contractors. In the event any action or proceeding shall be brought against the School District by reason of any such claim, the Park Board shall defend the same at the Park Board's expense.

(B) School District Indemnifies Park Board: The School District hereby indemnifies and holds the Park Board harmless from and against any and all claims, demands, liabilities, and expenses, including attorney's fees, arising from the School District's use of the Facilities or from any act permitted, or any omission to act, in or about Facilities by the School District or its agents, employees, invitees, customers or contractors, or from any breach or default by the School District of this Lease, except to the extent caused by the negligence or willful misconduct of the Park Board or the Park Board's agents, employees, invitees, customers or contractors. In the event any action or proceeding shall be brought against the Park Board by reason of any such claim, the School District shall defend the same at the School District's expense. Additionally, under no circumstances shall the Park Board be liable for any obligation the School District has under Title IX of the United States Code and the School District shall defend and indemnify the Park Board for any all such claims, including costs and attorney's fees, brought against the Park Board.

The School District will be responsible for the payment of all construction costs and will be responsible to keep the Park Board property free from all encumbrances and liens, including mechanics liens. The failure of the School District to resolve or pay a lien of any type against the Park Board property within thirty days of the notice of such liens shall void this lease.

(C) Notwithstanding the above, the School District and the Park Board shall release each other from all claims to the extent covered or required hereunder to be covered by insurance.

Section 11. DAMAGE; EXTRAORDINARY REPAIR AND REPLACEMENT.

In the event of any damage to the Facilities during the term of this Lease by fire or other casualty beyond the control of either party, the Park Board agrees that they shall repair and restore the Facilities with reasonable dispatch. The cost of repair of the Facilities and the replacement of any damaged equipment, fences, scoreboards, or any other accessory, shall be the equal responsibility of the Park Board and the School District.

Section 12. SUBLEASE, ASSIGNMENT OR TRANSFER.

Neither the School District nor the Park Board may, voluntarily or by operation of law, assign, mortgage, pledge, lease, sublease or otherwise transfer (collectively, "Transfer") this Lease or the Facilities, or any interest held by either party in the Facilities.

Section 13. DEFAULT.

All rights and remedies of the School District and Park Board herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. The following events shall be considered a default of this Lease:

(A) That the School District shall fail, neglect or refuse to pay any monies due pursuant to this Lease when and as the same shall become due and payable under the terms hereof.

(B) Either Party shall default, fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements agreed to be kept and performed by the

respective party, and in the event such default shall continue for a period of more than thirty (30) days after notice thereof in writing given to the defaulting party by the non-defaulting party. Provided, however, that if the cause for giving such notice involves the making of repairs or other matters reasonably requires a longer period of time than the period of such notice, the party shall be deemed to have complied with such notice so long as it has commenced to comply with said notice within the period set forth in the notice and is diligently prosecuting compliance with said notice, or has taken proper steps or proceedings under the circumstances to prevent the seizure, destruction, alteration or other interference with the Facilities by reason of non-compliance with the requirements of any law or ordinance or with the rules, regulations or directions of any governmental authority as the case may be.

Section 14. REMEDIES UPON DEFAULT.

The non-defaulting party may, at any time after such default or violation of condition or covenant, pursue any remedies available to it at law or in equity including specific performance and damages. Furthermore, upon the occurrence of any material default or violation which is not cured by the defaulting party within 120-days after notice from the non-defaulting party, then the non-defaulting party may terminate this Lease by providing the defaulting party with a notice of termination giving the defaulting party 60 additional days to cure such material default or violation, and if such material default or violation is not cured to the reasonable satisfaction of the non-defaulting party within such 60-day period, then this Lease shall terminate after that 60-days.

Section 15. WAIVER OF CLAIMS.

All property belonging to the Park Board or any occupant of the Facilities shall be there at the risk of the Park Board or such other person only, and the School District shall not be liable for any damage thereto and the Park Board waives all claims against the School District for damages to persons or property sustained by the Park Board or any occupant of the Facilities.

Section 16. HAZARDOUS MATERIALS.

(A) Hazardous substance. As used herein, "Hazardous Substance" shall mean any substance, element, compound, solution, mixture or combination thereof which because of its quantity, concentration or physical, chemical or infectious characteristics presents, may present or could present danger or potential danger for damage, injury or illness to health, welfare or to the environment, including, but not limited to: (i) those substances which are inherently or potentially radioactive , explosive, ignitable, corrosive, reactive, carcinogenic or toxic, (ii) the following: asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, chemical waste, radioactive materials, known carcinogens and petroleum products, and (iii) other substances or materials which are defined as hazardous substances or which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environ- mental regulation, contamination or cleanup, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Clean Water Act, 33 U.S.C. § 1321 et seq.; and the Clean Air Act, 42 U.S.C. § 7401 et seq.; or any other federal, state, local or other governmental statute, regulation, law or ordinance related to pollution or the release into the environment or disposal of solid or

hazardous waste or hazardous substances, all as the same may be amended from time to time.

(B) Park Board's Responsibility. The Park Board hereby covenants, represents and warrants to the School District that at all times during the Lease Term, the Park Board shall not manufacture, process, distribute, use, produce, treat, store, dispose or allow to be present any Hazardous Substance in or about the Facilities, other than those needed to operate the Facilities.

Section 17. RIGHT TO INSPECT.

In addition to scheduled hours, following reasonable notice from the School District to the Park Board, the School District and its agents shall have reasonable access to the Facilities during all reasonable hours for the purpose of examining the same and to ascertain if they are in good repair.

Section 18. NOTICE.

All notices and requests to the School District or the Park Board which may be given, or which are required to be given shall be sent by United States Mail, postage prepaid, certified with return receipt requested as follows:

IF TO SCHOOL DISTRICT: Minneapolis Special School District No. 1
1250 West Broadway
Minneapolis, MN 55411
Attention: Tom Parent, Senior Operations Officer

IF TO PARK BOARD: Minneapolis Park and Recreation Board
2117 West River Road
Minneapolis, MN 55411
Attention: [NTD: To be revised for appropriate officer.]

Section 19. WAIVER AND AMENDMENT

No provision of this Lease shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.

Section 20. SEVERABILITY

If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Lease, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

Section 21. CHOICE OF LAW

This Lease involves property located within the State of Minnesota and shall be construed

according to the laws of the State of Minnesota without regard to its conflict of law principles.

Section 22. RECORDING

The Park Board shall record this Lease in the real property records where the Facilities are located in the manner prescribed by law.

Section 23. ENTIRE AGREEMENT

Except as otherwise provided herein, this Lease constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no other representations, warranties, or agreements except as herein provided.

IN WITNESS WHEREOF, the School District and the Park Board have executed this Lease by the signatures below and have approved this Lease by their respective governing bodies.

[Remainder of page intentionally left blank]

[Signature pages to follow]

MINNEAPOLIS SPECIAL SCHOOL DISTRICT NO. 1

BY: _____
Its: Chair of the School Board

BY: _____
Its: School District Clerk

BY: _____
Its: Senior Operations Officer

MINNEAPOLIS PARK AND RECREATION BOARD

BY: _____
Its: President

BY: _____
Its Secretary

Approved as to Form:

BY:_____

Attorney for Park Board

EXHIBIT A

Description of Parks

Jackson Square Park located at approximately 2212 NE Jackson Street, Minneapolis, MN

Creekview Park located at approximately 5001 Humboldt Ave N, Minneapolis, MN

Todd Park located at approximately 5600 Chicago Ave, Minneapolis, MN

EXHIBIT B

Legal Description of Softball Fields (pending)

EXHIBIT C

Description of Related Facilities

EXHIBIT D

First Priority Use Rights

Scheduling and Priority Use

1. **Priority Use**

    - The School District (MPS) has priority use of the three new fields (Jackson Square, Creekview #4, and Todd #4) for all school-related practices, games, and scheduled events.

2. **Seasonal Priority**

    - March and April: School District has first priority use of the Facilities.

    - May through the end of the high school season: First priority Monday–Thursday until 6:15 p.m. and Friday and Saturday evenings:

    - Varsity games will be played in their entirety; games that begin on time and that run past 6:15 p.m. will be allowed to finish, and remaining evening activities will be pushed back.

    - **Rescheduling:** In the event of cancellation due to weather, facility closures, team no-shows, or other reasons, School Athletic Directors will work with the MPRB Athletics Program Manager to reschedule on a mutually agreed-upon date and time.

3. **Evening Game Scheduling on New Fields**

    - School District has priority for two evening games Monday through Friday on each of the new fields.

4. **Scheduling Deadline**

    - Schedules must be submitted to the MPRB Athletics Program Manager by MLK Day annually to receive priority consideration.

5. **Other Park Board Fields**

    - The School District will adhere to the current priority schedule as outlined in MPRB policy.

EXHIBIT E

Description of Improvements

MINNEAPOLIS PUBLIC SCHOOLS

BOLTON & MENK
Real People. Real Solutions.

3300 Fernbrook Ln North
Suite 300
Plymouth, MN 55447

Phone: (763) 544-7129
Bolton-Menk.com

Memorandum

Enumeration of Improvements

Date: December 8, 2025
Client: Minneapolis Public Schools
Project: MPS & MPRB Fastpitch Softball Facilities Improvements
BMI Project No: 25X.140365
Subject: Enumeration of Improvements- Field Class 1 Amenities
Memo To: Kanj Foster- Minneapolis Public Schools

Memo By: Jay Pomeroy, BMI

The following is an "Enumeration of Improvements" you've requested for the proposed FY26 Joint MPS and MPRB Fastpitch Softball Facilities Improvements.

JACKSON SQUARE PARK

AMENITIES TO MEET SOFTBALL FIELD CLASS 1

DESCRIPTION	MPS Funded	MPRB Funded
Player Safety		
Safety Fencing at Players Bench	YES	
Safety Fencing at Bullpen	YES	
Non-overlapping Field	YES	
Field Characteristics		
Lighting		YES
Outfield Fencing- Permanent	YES	
Semi-permanent Outfield Fencing	*NOT INCLUDED*	
Foul Line Poles	YES	
Warning Track	YES	
Trails/ Trail Connections	YES	
Maintenance		
Field Equipment Shed	*NOT INCLUDED*	
Irrigation	YES	
Weed-free Infield	YES	
Rain Cover (for clay areas)	YES	

DESCRIPTION	MPS Funded	MPRB Funded
Play Characteristics		
Full Backstop (Existing)		YES
Adjustable Bases	YES	
Permanent Bases	YES	
Scoreboard	YES	
Dugouts	YES	
Players Benches	YES	
Drinking Fountain	YES	
Electricity Source	YES	
Batting Cage	YES	
Team Equipment Storage	YES	
Flag Pole	YES	
Spectating		
Seating	YES	
Protected Seating	*NOT INCLUDED*	
Covered Seating	*NOT INCLUDED*	
Concessions	*NOT INCLUDED*	

Stormwater BMPs	YES	
Contaminated Soil Removal/ Management	*N/A*	

Concrete Pad for Portable Restroom	YES	
Concrete Pad for Storage Shed/ concessions	YES	

CREEKVIEW PARK

AMENITIES TO MEET SOFTBALL FIELD CLASS 1

DESCRIPTION	MPS Funded	MPRB Funded
Player Safety		
Safety Fencing at Players Bench	YES	
Safety Fencing at Bullpen	YES	
Non-overlapping Field	YES	
Field Characteristics		
Lighting	YES	
Outfield Fencing- Permanent	YES	
Semi-permanent Outfield Fencing	*NOT INCLUDED*	
Foul Line Poles	YES	
Warning Track	YES	
Trails/ Trail Connections		YES
Maintenance		
Field Equipment Shed	*NOT INCLUDED*	
Irrigation	YES	
Weed-free Infield	YES	
Rain Cover (for clay areas)	YES	
Stormwater BMPs	YES	
Contaminated Soil Removal/ Management	*N/A*	

DESCRIPTION	MPS Funded	MPRB Funded
Play Characteristics		
Full Backstop	YES	
Adjustable Bases	YES	
Permanent Bases	YES	
Scoreboard	YES	
Dugouts	YES	
Players Benches	YES	
Drinking Fountain		YES
Electricity Source	YES	
Batting Cage	YES	
Team Equipment Storage	YES	
Flag Pole	YES	
Spectating		
Seating	YES	
Protected Seating	*NOT INCLUDED*	
Covered Seating	*NOT INCLUDED*	
Concessions	*NOT INCLUDED*	
Concrete Pad for Portable Restroom		YES
Concrete Pad for Storage Shed/ concessions		YES

TODD PARK

AMENITIES TO MEET SOFTBALL FIELD CLASS 1

DESCRIPTION	MPS Funded	MPRB Funded
Player Safety		
Safety Fencing at Players Bench	YES	
Safety Fencing at Bullpen	YES	
Non-overlapping Field	YES	
Field Characteristics		
Lighting	YES	
Outfield Fencing- Permanent	YES	
Semi-permanent Outfield Fencing	*NOT INCLUDED*	
Foul Line Poles	YES	
Warning Track	YES	
Trails/ Trail Connections		YES
Maintenance		

DESCRIPTION	MPS Funded	MPRB Funded
Play Characteristics		
Full Backstop	YES	
Adjustable Bases	YES	
Permanent Bases	YES	
Scoreboard	YES	
Dugouts	YES	
Players Benches	YES	
Drinking Fountain		YES
Electricity Source	YES	
Batting Cage	YES	
Team Equipment Storage	YES	
Flag Pole	YES	
Spectating		

Field Equipment Shed	*NOT INCLUDED*	
Irrigation	YES	
Weed-free Infield	YES	
Rain Cover (for clay areas)	YES	
Stormwater BMPs	YES	
Contaminated Soil Removal/ Management		YES

Seating	YES	
Protected Seating	*NOT INCLUDED*	
Covered Seating	*NOT INCLUDED*	
Concessions	*NOT INCLUDED*	
Concrete Pad for Portable Restroom		YES
Concrete Pad for Storage Shed/ concessions		YES

END

EXHIBIT F

Park Board Field Standards

SPECIAL SCHOOL DISTRICT NO. 1
MINNEAPOLIS, MINNESOTA

CERTIFICATE OF OFFICIAL ACTION

The undersigned, being the duly qualified and acting School District Clerk of Special School District No. 1 (Minneapolis), Minnesota (the "District"), DOES HEREBY CERTIFY as follows:

Attached hereto is a true and correct copy of a resolution duly adopted ***by a two-thirds majority vote of all the members*** of the Board of Education of the District at a lawful meeting duly called and held on December 9, 2025, at which meeting a quorum was present and acting throughout. Such resolution remains in full force and effect in the form in which adopted.

IN WITNESS WHEREOF, the undersigned has hereunto set her/his hand and affixed the official seal of the District, this 9th day of December, 2025.

School District Clerk

RESOLUTION RELATING TO $43,805,000 GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2025A; AWARDING THE SALE THEREOF; PRESCRIBING THE FORM AND DETAILS THEREOF; AND AUTHORIZING THE ISSUANCE THEREOF

BE IT RESOLVED by the Board of Education (the "Board") of Special School District No. 1 (Minneapolis), Minnesota (the "District"), as follows:

Section 1. Authorization and Sale

1.01. Pursuant to Minnesota Statutes, Chapter 475, and Section 128D.11, the District, by a two-thirds majority vote of all the members of the Board and without any election by the voters of the District, is authorized to issue and sell in calendar year 2025, general obligation bonds of the District in an amount not to exceed $68,880,293, which amount includes $15,000,000 as a carry forward from calendar year 2024.

1.02. This Board hereby finds, determines and declares that it is in the best interest of the District to proceed forthwith to authorize the issuance of its General Obligation School Building Bonds, Series 2025A, in the initial aggregate principal amount of $43,805,000 (the "Bonds"), to finance the rehabilitating, remodeling, expanding, and equipping of existing school buildings, the acquisition of sites, construction, and equipping of new school buildings and for acquisition and betterment purposes (the "Project"), and to pay costs of issuing the Bonds. The District has heretofore prepared and submitted an application for review and comment by the Minnesota Department of Education ("MDE") with respect to the portions of the Project requiring a review and comment by MDE pursuant to the provisions of Minnesota Statutes, Section 123B.71, and on December 1, 2025, the District received a positive review and comment from MDE. The Board hereby ratifies and approves all action heretofore taken by the District, District staff and third-parties engaged by the District, and the Board hereby authorizes any additional actions hereafter required to be taken, with respect to the Project and the Bonds and to consummate the transactions contemplated hereby.

1.03. PFM Financial Advisors LLC, municipal advisor to the District, has solicited, on behalf of the District, competitive proposals for the purchase of the Bonds. Upon consideration by this Board, the most favorable of such proposals received by the District is that of BofA Securities, Inc. in New York, New York (the "Purchaser"), who offered to purchase the Bonds at a price of $48,286,891.77 ($43,805,000 in par amount of Bonds, plus original issue premium in the amount of $4,517,780.50, less Purchaser compensation in the amount of $35,888.73), upon the further terms and conditions set forth in this resolution. The amount of bonding authority carried forward by the District from 2025 to 2026 pursuant to Minnesota Statutes, Section 128D.11, subdivision 3, is hereby determined to be $15,000,000.

1.04. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done prior to the issuance of the Bonds having been done, existing and having happened, it is now necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to issue the Bonds forthwith.

Section 2. Form of Bonds

2.01. The Bonds shall be prepared substantially in the form of Exhibit A attached hereto.

Section 3. Bond Terms, Execution and Delivery

3.01. Maturities, Interest Rates, Denominations. The District shall forthwith issue and deliver the Bonds, which shall be denominated "General Obligation School Building Bonds, Series 2025A." The Bonds shall be in the denomination of $5,000 each or any integral multiple thereof, shall mature on February 1 in the years and amounts set forth below, and Bonds maturing in such years and amounts shall bear interest, on the basis of a 360-day year composed of twelve 30-day months, from the date of issue until paid or duly called for redemption at the rates per annum shown opposite such years and in amounts as follows:

Year	Amount ($)	Rate (%)	Year	Amount ($)	Rate (%)
2027	4,175,000	5.00	2037	1,135,000	5.00
2028	4,645,000	5.00	2038	1,195,000	5.00
2029	4,870,000	5.00	2039	1,255,000	5.00
2030	1,945,000	5.00	2040	1,315,000	5.00
2031	2,040,000	5.00	2041	1,380,000	5.00
2032	2,140,000	5.00	2042	1,450,000	5.00
2033	2,245,000	5.00	2043	1,525,000	5.00
2034	2,365,000	5.00	2044	1,600,000	5.00
2035	2,475,000	5.00	2045	1,680,000	5.00
2036	2,605,000	5.00	2046	1,765,000	5.00

3.02. Dates; Interest Payment Dates. The Bonds shall be issuable only in fully registered form, and the ownership of the Bonds shall be transferred only upon the bond register of the District hereinafter described. The interest on the Bonds shall be payable on February 1 and August 1 in each year, commencing August 1, 2026, to the owner of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. The interest on, and upon presentation and surrender thereof, the principal of each Bond, shall be payable by check or draft issued by the Registrar (as defined herein). Each Bond shall be originally dated as of December 18, 2025, and upon authentication of any Bond the Registrar described herein shall indicate therein the date of such authentication.

3.03. Registration. The District shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the District and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment.

(c) Exchange of Bonds. Whenever any Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the District upon such Bond to the extent of the sum or sums paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the District and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to

the District. If the mutilated, lost, stolen or destroyed Bond has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Bonds. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the District, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

3.04. Appointment of Initial Registrar. The District hereby appoints U.S. Bank Trust Company, National Association, as the initial Registrar. The Chair and the School District Clerk are authorized to execute and deliver, if necessary or appropriate, on behalf of the District, a contract with U.S. Bank Trust Company, National Association, as Registrar. A bank or trust company authorized by law to conduct such business, may be authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The District reserves the right to remove any Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar and shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Board, the School District Clerk shall transmit to the Registrar, from the Debt Service Fund described in Section 4.02, moneys sufficient for the payment of all principal and interest then due.

3.05. Redemption. Bonds maturing in the year 2036 and thereafter shall each be subject to redemption and prepayment, at the option of the District, in inverse order of maturities and, within any maturity, in $5,000 principal amounts selected by the Registrar by lot, on February 1, 2035, or any date thereafter at a price equal to the principal amount thereof to be redeemed plus interest accrued to the date of redemption.

At least thirty (30) days prior to the date set for redemption of any Bond, the School District Clerk shall cause notice of the call for redemption to be published in a daily or weekly periodical published in a Minnesota city of the first class or its metropolitan area, which circulates throughout the state and furnishes financial news as a part of its service (provided that published notice of the call need not be given if the Bonds are in registered form and notice has been mailed to the registered holder of the Bonds), and to be mailed to the Registrar and to the registered owner of each Bond to be redeemed, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

3.06. Preparation and Delivery. The Bonds shall be prepared under the direction of the School District Clerk and shall be executed on behalf of the District by the signatures of the Chair and the School District Clerk, and may be sealed with the official seal of the District; provided that said signatures and the official seal may be printed, engraved, or lithographed facsimiles thereof.

In case any officer whose signature, or a facsimile of whose signature, shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so delivered and authenticated, they shall be delivered by the School District Clerk to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

3.07. Securities Depository.

(a) For purposes of this section, the following terms shall have the following meanings:

"Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person's subrogee.

"Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

"DTC" shall mean The Depository Trust Company of New York, New York.

"Participant" shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

"Representation Letter" shall mean the Representation Letter pursuant to which the District agrees to comply with DTC's Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the District shall be affected by any notice to the contrary. Neither the Registrar nor the District shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by

DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the District to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the District determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bond certificates, the District may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bond certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chair of the Board of Education and School District Clerk, is hereby authorized, and execution of the Representation Letter by the Chair of the Board of Education and School District Clerk shall be conclusive evidence of such approval.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or another securities depository as holder of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bond certificates and the method of payment of principal of and interest on such Bond certificates.

3.08. Closing Certificates. The Chair and School District Clerk, or the Senior Financial Officer, or any of their authorized designees, are hereby further authorized and directed to execute such closing certificates and other instruments and documents as may be necessary to complete the issuance and delivery of the Bonds and maintain the tax-exempt status of the Bonds. The authority granted hereby is effective with respect to any District officer holding office as of the date hereof and any successor. No execution of any document, certificate or instrument by an

officer holding office as of the date hereof shall be considered invalidated or unauthorized by replacement of such officer before the date of execution.

Section 4. Use of Proceeds; Sinking Fund and Tax Levies

4.01. Proceeds of the Bonds shall be held in a separate fund or account in the official financial records of the District (the "Project Fund") and the District shall continue to maintain the Project Fund until payment of all costs and expenses incurred in connection with the projects financed by the Bonds have been paid. To the Project Fund there shall be credited all the proceeds of the Bonds and from the Project Fund there shall be paid all costs and expenses of the projects financed by the Bonds, including costs of issuing the Bonds. Amounts allocable to issuance expenses not disbursed after 60 days shall be transferred to the Debt Service Fund (as defined herein). After payment of all costs and expenses of the projects financed by the Bonds, the Project Fund shall be discontinued and any Bond proceeds remaining therein shall be credited to the Debt Service Fund or used for other projects in accordance with Minnesota law.

4.02. So long as any of the Bonds are outstanding and any principal or interest thereon remains unpaid, the District shall maintain as a separate account on its books and records the sinking fund heretofore established (the "Debt Service Fund"). The Debt Service Fund shall be used for no purpose other than the payment of principal of and interest on the Bonds and the payment of principal of and interest on such other general obligation bonds of the District as this Board by resolution has heretofore designated or hereafter shall designate as being payable from the Debt Service Fund. The Board irrevocably appropriates to the Debt Service Fund (a) any taxes levied in accordance with this resolution, (b) any taxes levied and to be levied for the payment of other obligations made payable from the Debt Service Fund, (c) accrued interest on the Bonds from their date to the date of delivery (if any), and (d) all such other moneys as shall be received and appropriated to the Debt Service Fund from time to time. If any payment of principal of or interest on the Bonds or other obligations payable therefrom shall become due when there is not sufficient money in the Debt Service Fund to make such payment, the District shall pay the same from any other available fund of the District, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Bonds or other obligations payable therefrom. The Debt Service Fund will be used primarily to achieve a proper matching of revenues and debt service within each Bond Year (as defined in the Tax Certificate) and will be fully depleted at least once a year, except for a reasonable carryover amount expected not to exceed the greater of (a) the earnings on the Debt Service Fund in the immediately preceding Bond Year or (b) one-twelfth of the annual debt service on the Bonds in the immediately preceding Bond Year.

4.03. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith, credit and taxing power of the District shall be and are hereby irrevocably pledged. To provide moneys for the payment thereof, there is hereby levied upon all of the taxable property in the District a direct, annual, ad valorem tax which shall be spread upon the tax rolls collectible in the years and amounts set forth in the schedule attached hereto as Schedule I, as a part of other general taxes of the District.

The foregoing taxes shall be irrepealable as long as any of the Bonds are outstanding and unpaid; provided, that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61.

It is estimated that the ad valorem taxes will be collected in amounts not less than five percent (5%) in excess of the annual principal and interest requirements of the Bonds. If, as of the date tax levies are certified in any year, the sum of the balance in the Debt Service Fund plus any ad valorem taxes theretofore levied for the payment of bonds payable therefrom and collectible through the end of the following calendar year is not sufficient to pay when due all principal and interest to become due on all bonds payable therefrom in said following calendar year, or the Debt Service Fund has incurred a deficiency in the manner provided in Section 4.02, an additional direct, irrepealable, ad valorem tax shall be levied on all taxable property within the corporate limits of the District for the purpose of restoring such accumulated or anticipated deficiency in accordance with the provisions of this resolution.

Section 5. Defeasance

5.01. When all Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The District may also at any time discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full provided that notice of redemption thereof has been duly given as provided in Section 3.05 or arrangements for the giving of such notice have been made. The District may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to pay all principal, redemption premium, if any, and interest to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

Section 6. Certifications of Proceedings; Tax Matters and Disclosure Matters

6.01. The School District Clerk is hereby authorized and directed to file with the County Auditor of Hennepin County, Minnesota (the "County Auditor"), a certified copy of this resolution, together with such other information as the County Auditor shall require, and to obtain from the County Auditor a certificate that the Bonds have been entered upon the bond register as required by law.

6.02. The officers of the District are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, bond counsel to the District, certified copies of

all proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the District as to the facts recited herein.

6.03. The District covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action that would cause the interest of the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the "Code"), and any Treasury Regulations promulgated thereunder (the "Regulations"), and that it will take or cause its officers, employees or agents to take any and all actions legally within its or their power necessary to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. So long as the Bonds are outstanding, the District will not enter into any lease, use agreement or other contract or agreement respecting the projects financed with proceeds of the Bonds which would cause the Bonds to be considered a "private activity bond" or "private loan bond" pursuant to the provisions of Section 141 of the Code.

6.04. The Chair and the School District Clerk, being the officers of the District charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver a Tax Certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating, among other things, the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and the Regulations. The District covenants and agrees with the holders from time to time of the Bonds that it will abide by the terms of the Tax Certificate, except to the extent compliance therewith is deemed by Dorsey & Whitney LLP, bond counsel to the District, to be unnecessary to maintain the tax-exempt status of the Bonds.

6.05. The District acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The District covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the exceptions set forth in the Code and the Regulations.

6.06. The District certifies that the proceeds of the Bonds will not be used by the District to reimburse itself for any expenditure which the District paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the District has made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations; provided, however, that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to "preliminary expenditures" as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the "issue price" of the Bonds.

6.07. The Preliminary Official Statement, dated as of December 3, 2025 (the "Preliminary Official Statement"), prepared by PFM and the District and distributed by PFM, on behalf of the District, is hereby ratified and approved, as the same may have been supplemented prior to the date hereof. Within seven business days from the date hereof, a final Official Statement (the "Final Official Statement") listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Final Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The Chair and the School District Clerk or the Senior Financial Officer of the District deemed the Preliminary Official Statement final as of its date and the same are hereby authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Preliminary Official Statement and the Final Official Statement, which Final Official Statement is also hereby approved, with such changes and additions as the Senior Financial Officer of the District, or his designees, may authorize.

Section 7. State Payment; District and Bond Registrar Obligations

7.01. The District hereby covenants and obligates itself to notify the Commissioner of Education of the State of Minnesota as soon as possible, but not less than 15 working days before the date that principal or interest payment is due, of any potential default in the payment of the principal of or interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 (the "State Payment Law"), to guarantee (to the extent provided therein) payment of the principal of and interest on the Bonds when due. The District further covenants to deposit with the Registrar not less than three business days prior to each interest and principal payment date for the Bonds an amount sufficient to make that payment or to notify the Commissioner of Education as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Registrar shall be required to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal of and interest on the Bonds at maturity or, if on the date two business days prior to maturity, there are insufficient funds on deposit with the Registrar to pay the Bonds in full at maturity. The Registrar shall be required to cooperate with the District, the Commissioner of Education and the Commissioner of Management and Budget in implementing the provisions of the State Payment Law. In the event that amounts sufficient to make any such interest or principal payment are held by an escrow or paying agent and invested as authorized by Minnesota Statues, Chapter 475 and such escrow or paying agent is required to use proceeds from such investment to pay to the Registrar the amount necessary to pay such interest or principal on such payment date, then the requirements of the State Payment Law relating to the deposit of such amounts with the Registrar prior to the payment date of such interest or principal shall be deemed satisfied and neither the District nor the Registrar shall be required to notify the Commissioner of Education that insufficient funds are available to pay such interest or principal on such payment date. The District shall do all other things which may be necessary to perform the obligations hereby undertaken under the State Payment Law, including any requirements hereafter adopted by the Commissioner of Education or the Commissioner of Management and Budget. The Chair, the School District Clerk, the Senior Financial Officer, or any other officer or employee of the District is hereby authorized to execute any applicable forms of the State of Minnesota, and any such action or other action heretofore taken by the Board or any other person with respect to or in connection with the State Payment Law and the Bonds is hereby ratified and approved in all respects.

Section 8. Continuing Disclosure

8.01. Definitions. The following capitalized terms shall have the following meanings for purposes of this section.

"*Annual Report*" means any annual report provided by the District pursuant to, and as described in, Section 8.03.

"*Beneficial Owner*" means any person which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

"*EMMA*" means the MSRB's Electronic Municipal Market Access system available at http://emma.msrb.org.

"*Financial Obligation*" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of either (i) or (ii). The term "Financial Obligation" does not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

"*Holders*" means the registered holders of the Bonds, as recorded in the registration books of the Registrar.

"*Listed Events*" means the events listed in Section 8.04.

"*MSRB*" means the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"*Participating Underwriter*" means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"*Rule*" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

8.02. Purpose and Beneficiaries. The District makes the following covenants for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with the Rule.

8.03. Provision of Annual Reports.

(i) Not later than 12 months after the end of each fiscal year of the District (the "Submission Deadline") (the first report being due not later than 12 months after June 30, 2025), the District shall, either directly or indirectly through an agent designated by the District, file on EMMA an electronic copy of its Annual Report in a format and accompanied by such identifying information as prescribed by the MSRB. If the District's fiscal year changes, it shall, either directly or indirectly

through an agent designated by the District, give notice of such change in the same manner as for a Listed Event under Section 8.04, and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the new fiscal year. If the District is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the District shall, either directly or indirectly through an agent designated by the District, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

(ii) The Annual Report must contain or include by reference the following:

(1) The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota state law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the District's audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by Minnesota state law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA promptly after they become available.

(2) To the extent not included in the financial statements provided as part of the Annual Report, tables, schedules or other information of the type contained in the Official Statement for the Bonds under the following headings or captions, which information may be unaudited:

(A) Financial Summary
(B) Indebtedness
(C) Property Valuations and Taxes
(D) Financial Information

(iii) The Annual Report may be submitted as a single document or as separate documents comprising a package. The contents of the Annual Report may be included in the Annual Report by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Annual Report shall clearly identify each such other document so included by reference. The audited financial statements of the District may be submitted separately from the balance

of the Annual Report and later than the Submission Deadline if they are not available by that date.

8.04. Reporting of Significant Events.

(i) The District shall, either directly or indirectly through an agent designated by the District, give notice of the occurrence of any of the following events with respect to the Bonds, all pursuant to the provisions of this section:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in this subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the

entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(ii) If a Listed Event described in subparagraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) has occurred *and the District has determined that such Listed Event is material under applicable federal securities laws*, the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(iii) If a Listed Event described in subparagraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) above has occurred the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subparagraphs (8) and (9) need not be given under this section any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds.

8.05. Termination of Reporting Obligation. The District's obligations under this section will terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the District's receipt of an opinion of nationally recognized bond counsel to the effect that,

because of legislative action or final judicial action or administrative actions or proceedings, the failure of the District to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

8.06. Dissemination Agent. The District may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this section, and may discharge any such dissemination agent, with or without appointing a successor dissemination agent. The dissemination agent will not be responsible in any manner for the content of any notice or Annual Report prepared by the District pursuant to this section.

8.07. Amendment; Waiver. Notwithstanding any other provision of this section, the District may amend the covenants contained in this section, and any provision of this section may be waived, if

(i) (1) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (2) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (3) the amendment or waiver either (A) is approved by a majority of the Holders, or (B) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(ii) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this section, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 8.04, and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

8.08. Additional Information. Nothing in this section will be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by

this section. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

8.09. Default. In the event of a failure of the District to comply with any provision of this section, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. Direct, indirect, consequential and punitive damages will not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this section will not be deemed an event of default under this resolution, and the sole remedy under this section in the event of any failure of the District to comply with this section will be an action to compel performance.

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EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS)
GENERAL OBLIGATION SCHOOL BUILDING BOND, SERIES 2025A

R-___ $_____

Interest Rate	Maturity	Date of Original Issue	CUSIP
	February 1, 20__	December 18, 2025	603790 ___

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

Special School District No. 1 (Minneapolis), Minnesota (the "District"), a duly organized school district with boundaries coterminous with the City of Minneapolis, whose post office address is Minneapolis, Minnesota, acknowledges itself to be indebted, and for value received hereby, promises to pay to the registered owner specified above, or registered assigns, upon presentation and surrender at the principal corporate trust office of the Bond Registrar hereinafter identified, the principal amount specified above, on the maturity date specified above, with interest thereon from the date of original issue hereof or from the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate specified above, all subject to the provisions hereinafter stated with respect to the redemption of the principal of this Bond before maturity. Interest is payable on February 1 and August 1 of each year, commencing on August 1, 2026, by check or draft mailed by the Bond Registrar to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Both principal and interest are payable in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for payment of public and private debts. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith, credit, and taxing power of the District have been and are hereby irrevocably pledged. U.S. Bank Trust Company, National Association, has been designated by the Resolution described herein as Bond Registrar, Transfer Agent and Paying Agent (the "Bond Registrar"), and a successor Bond Registrar, if any, may be designated in accordance with said Resolution.

This Bond is one of an issue in the aggregate principal amount of $43,805,000 (the "Bonds"), all of like tenor except as to serial number, maturity date, interest rate and redemption privilege and all issued by the District for the acquisition and betterment of school facilities, and is issued pursuant to authority conferred by the required vote of the members of the Board of Education of the District and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475 and Section 128D.11, and pursuant to and in full conformity with resolutions of the Board of Education of the District, including a resolution adopted December 9, 2025 (the "Resolution"). This Bond is payable primarily from the Debt Service Fund (the "Debt Service Fund") of the District, but the Board is required by law to pay maturing principal hereof and interest thereon out of any funds in the treasury if moneys on hand in the Debt Service Fund are insufficient therefor. The Bonds of this issue are issuable only as fully registered bonds, in denominations of $5,000 or any integral multiple thereof, of single maturities.

Bonds having stated maturity dates in the year 2036 and thereafter are each subject to redemption and prepayment in inverse order of maturities and by lot, assigned in proportion to their principal amount, within a maturity, at the option of the District, on any date on or after February 1, 2035, at a price equal to the principal amount thereof to be redeemed plus interest accrued to the date of redemption.

At least thirty days prior to the date set for the redemption and prepayment of any Bond, notice of the call for redemption will be published in a daily or weekly periodical, published in a Minnesota city of the first class or its metropolitan area, which circulates throughout the state and furnishes financial news as a part of its service (provided that published notice of the call need not be given if the Bonds are in registered form and notice has been mailed to the registered holder of the Bonds), and will be mailed or furnished to the Bond Registrar and mailed to the registered owner of each Bond to be redeemed at the address appearing in the Bond Register, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by his/her/its attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his/her/its attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the District will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner thereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

It is hereby certified, recited, covenanted and agreed that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to happen, to exist and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District according to its terms have been done, have happened, do exist, and have been performed in regular and due form, time and manner as so required; that, prior to the issuance hereof, a direct, annual, ad valorem tax has been duly levied upon all taxable property in the District for the years and in amounts not less than five percent (5%) in excess of sums sufficient to pay the interest hereon and the principal hereof as the same respectively become due; that additional taxes, if needed to meet the principal and interest requirements of the Bonds, shall be levied upon all of such property without limitation as to rate or amount; and that the issuance of the Bonds does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Special School District No. 1 (Minneapolis), Minnesota, by its Board of Education has caused this Bond to be executed by the facsimile signatures of the Chair of the Board of Education and the School District Clerk and has caused this Bond to be dated as of the date of original issue set forth above.

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS), MINNESOTA

(Facsimile Signature)	(Facsimile Signature)
Chair of the Board of Education	School District Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: _____

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Bond Registrar

By _____
Authorized Signature

The following abbreviations, when used in the inscription of the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM --as tenants in common	UTMA ……..…. as Custodian for ……..
	(Cust) (Minor)
TEN ENT --as tenants by the entireties	under Uniform Transfers to Minors Act .....
	(State)

JT TEN --as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used, though not in the above list.

_____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

SIGNATURE GUARANTEE:

_____

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

SCHEDULE I

LEVY SCHEDULE

Minneapolis Special School District No. 1, Minnesota
$43,805,000 General Obligation School Building Bonds, Series 2025A
Tax Levy Schedule

Dated Date: 12/18/2025

Levy Year	Collection Year	Period Ending	Principal	Coupon	Interest	Debt Service	105% of DS
		8/1/2026	-		1,356,738.19		
2025	2026	2/1/2027	4,175,000.00	5.00%	1,095,125.00	6,626,863.19	6,958,206.35
		8/1/2027	-		990,750.00		
2026	2027	2/1/2028	4,645,000.00	5.00%	990,750.00	6,626,500.00	6,957,825.00
		8/1/2028	-		874,625.00		
2027	2028	2/1/2029	4,870,000.00	5.00%	874,625.00	6,619,250.00	6,950,212.50
		8/1/2029	-		752,875.00		
2028	2029	2/1/2030	1,945,000.00	5.00%	752,875.00	3,450,750.00	3,623,287.50
		8/1/2030	-		704,250.00		
2029	2030	2/1/2031	2,040,000.00	5.00%	704,250.00	3,448,500.00	3,620,925.00
		8/1/2031	-		653,250.00		
2030	2031	2/1/2032	2,140,000.00	5.00%	653,250.00	3,446,500.00	3,618,825.00
		8/1/2032	-		599,750.00		
2031	2032	2/1/2033	2,245,000.00	5.00%	599,750.00	3,444,500.00	3,616,725.00
		8/1/2033	-		543,625.00		
2032	2033	2/1/2034	2,365,000.00	5.00%	543,625.00	3,452,250.00	3,624,862.50
		8/1/2034	-		484,500.00		
2033	2034	2/1/2035	2,475,000.00	5.00%	484,500.00	3,444,000.00	3,616,200.00
		8/1/2035	-		422,625.00		
2034	2035	2/1/2036	2,605,000.00	5.00%	422,625.00	3,450,250.00	3,622,762.50
		8/1/2036	-		357,500.00		
2035	2036	2/1/2037	1,135,000.00	5.00%	357,500.00	1,850,000.00	1,942,500.00
		8/1/2037	-		329,125.00		
2036	2037	2/1/2038	1,195,000.00	5.00%	329,125.00	1,853,250.00	1,945,912.50
		8/1/2038	-		299,250.00		
2037	2038	2/1/2039	1,255,000.00	5.00%	299,250.00	1,853,500.00	1,946,175.00
		8/1/2039	-		267,875.00		
2038	2039	2/1/2040	1,315,000.00	5.00%	267,875.00	1,850,750.00	1,943,287.50
		8/1/2040	-		235,000.00		
2039	2040	2/1/2041	1,380,000.00	5.00%	235,000.00	1,850,000.00	1,942,500.00
		8/1/2041	-		200,500.00		
2040	2041	2/1/2042	1,450,000.00	5.00%	200,500.00	1,851,000.00	1,943,550.00
		8/1/2042	-		164,250.00		
2041	2042	2/1/2043	1,525,000.00	5.00%	164,250.00	1,853,500.00	1,946,175.00
		8/1/2043	-		126,125.00		
2042	2043	2/1/2044	1,600,000.00	5.00%	126,125.00	1,852,250.00	1,944,862.50
		8/1/2044	-		86,125.00		
2043	2044	2/1/2045	1,680,000.00	5.00%	86,125.00	1,852,250.00	1,944,862.50
		8/1/2045	-		44,125.00		
2044	2045	2/1/2046	1,765,000.00	5.00%	44,125.00	1,853,250.00	1,945,912.50
		Total	43,805,000.00		18,724,113.19	62,529,113.19	65,655,568.85

SPECIAL SCHOOL DISTRICT NO. 1
MINNEAPOLIS, MINNESOTA

CERTIFICATE OF OFFICIAL ACTION

The undersigned, being the duly qualified and acting School District Clerk of Special School District No. 1 (Minneapolis), Minnesota (the "District"), DOES HEREBY CERTIFY as follows:

Attached hereto is a true and correct copy of a resolution duly adopted ***by a simple majority vote of a quorum of*** the Board of Education of the District at a lawful meeting duly called and held on December 9, 2025, at which meeting a quorum was present and acting throughout. Such resolution remains in full force and effect in the form in which adopted.

IN WITNESS WHEREOF, the undersigned has hereunto set her/his hand and affixed the official seal of the District, this 9th day of December, 2025.

_____
School District Clerk

RESOLUTION RELATING TO $38,070,000 GENERAL OBLIGATION LONG-TERM FACILITIES MAINTENANCE BONDS, SERIES 2025B; AWARDING THE SALE THEREOF; PRESCRIBING THE FORM AND DETAILS THEREOF; AND AUTHORIZING THE ISSUANCE THEREOF

BE IT RESOLVED by the Board of Education (the "Board") of Special School District No. 1 (Minneapolis), Minnesota (the "District"), as follows:

Section 1. Authorization and Sale

1.01. Pursuant to Minnesota Statutes, Section 123B.595, and Chapter 475, the District is authorized to issue and sell general obligation bonds of the District to finance facilities plans approved by the Board and the Minnesota Commissioner of Education. The Board has heretofore approved the District's ten-year facilities plan (the "Plan") and on October 10, 2025, the District received written approval from the Minnesota Commissioner of Education of the Plan and a bond issue in connection therewith up to $42,000,000. The levy of ad valorem taxes for the payment of the principal of and interest on bonds issued in 2025 to finance such Plan was approved as part of the Minnesota Department of Education ("MDE") Levy Limitation and Certification 2025-2026. The Board hereby ratifies and approves all action heretofore taken by the District, District staff and third-parties engaged by the District, and the Board hereby authorizes any additional actions hereafter required to be taken, with respect to the Plan, the Project (as defined herein) and the Bonds (as defined herein), and to consummate the transactions contemplated hereby.

1.02. This Board hereby finds, determines and declares that it is in the best interest of the District to proceed forthwith to authorize the issuance of its General Obligation Long-Term Facilities Maintenance Bonds, Series 2025B, in the initial aggregate principal amount of $38,070,000 (the "Bonds"), to finance the projects included in the Plan (the "Project"), and to pay costs of issuing the Bonds. Review and comment by the Minnesota Department of Education is not required for any portion of the Project pursuant to the provisions of Minnesota Statutes, Section 123B.71.

1.03. PFM Financial Advisors LLC, municipal advisor to the District, has solicited, on behalf of the District, competitive proposals for the purchase of the Bonds. Upon consideration by this Board, the most favorable of such proposals received by the District is that of BofA Securities, Inc, in New York, New York (the "Purchaser"), who offered to purchase the Bonds at a price of $42,162,132.42 ($38,070,000 in par amount of Bonds, plus original issue premium in the amount of $4,140,673.50, less Purchaser compensation in the amount of $48,541.08), upon the further terms and conditions set forth in this resolution.

1.04. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done prior to the issuance of the Bonds having been done, existing and having happened, it is now necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to issue the Bonds forthwith.

Section 2. Form of Bonds

2.01. The Bonds shall be prepared substantially in the form of Exhibit A attached hereto.

Section 3. Bond Terms, Execution and Delivery

3.01. Maturities, Interest Rates, Denominations. The District shall forthwith issue and deliver the Bonds, which shall be denominated "General Obligation Long-Term Facilities Maintenance Bonds, Series 2025B." The Bonds shall be in the denomination of $5,000 each or any integral multiple thereof, shall mature on February 1 in the years and amounts set forth below, and Bonds maturing in such years and amounts shall bear interest, on the basis of a 360-day year composed of twelve 30-day months, from the date of issue until paid or duly called for redemption at the rates per annum shown opposite such years and in amounts as follows:

Year	Amount ($)	Rate (%)	Year	Amount ($)	Rate (%)
2027	2,685,000	5.00	2037	1,115,000	5.00
2028	3,045,000	5.00	2038	1,170,000	5.00
2029	3,200,000	5.00	2039	1,230,000	5.00
2030	1,855,000	5.00	2040	1,290,000	5.00
2031	1,950,000	5.00	2041	1,355,000	5.00
2032	2,050,000	5.00	2042	1,420,000	5.00
2033	2,150,000	5.00	2043	1,495,000	5.00
2034	2,255,000	5.00	2044	1,570,000	5.00
2035	2,370,000	5.00	2045	1,645,000	5.00
2036	2,490,000	5.00	2046	1,730,000	5.00

3.02. Dates; Interest Payment Dates. The Bonds shall be issuable only in fully registered form, and the ownership of the Bonds shall be transferred only upon the bond register of the District hereinafter described. The interest on the Bonds shall be payable on February 1 and August 1 in each year, commencing August 1, 2026, to the owner of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. The interest on, and upon presentation and surrender thereof, the principal of each Bond, shall be payable by check or draft issued by the Registrar (as defined herein). Each Bond shall be originally dated as of December 18, 2025, and upon authentication of any Bond, the Registrar described herein shall indicate therein the date of such authentication.

3.03. Registration. The District shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the District and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment.

(c) Exchange of Bonds. Whenever any Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the District upon such Bond to the extent of the sum or sums paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the District and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to

the District. If the mutilated, lost, stolen or destroyed Bond has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Bonds. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the District, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

3.04. Appointment of Initial Registrar. The District hereby appoints U.S. Bank Trust Company, National Association, as the initial Registrar. The Chair and the School District Clerk are authorized to execute and deliver, if necessary or appropriate, on behalf of the District, a contract with U.S. Bank Trust Company, National Association, as Registrar. A bank or trust company authorized by law to conduct such business, may be authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The District reserves the right to remove any Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar and shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Board, the School District Clerk shall transmit to the Registrar, from the Debt Service Fund described in Section 4.02, moneys sufficient for the payment of all principal and interest then due.

3.05. Redemption. Bonds maturing in the year 2036 and thereafter shall each be subject to redemption and prepayment, at the option of the District, in inverse order of maturities and, within any maturity, in $5,000 principal amounts selected by the Registrar by lot, on February 1, 2035, or any date thereafter at a price equal to the principal amount thereof to be redeemed plus interest accrued to the date of redemption.

At least thirty (30) days prior to the date set for redemption of any Bond, the School District Clerk shall cause notice of the call for redemption to be published in a daily or weekly periodical published in a Minnesota city of the first class or its metropolitan area, which circulates throughout the state and furnishes financial news as a part of its service (provided that published notice of the call need not be given if the Bonds are in registered form and notice has been mailed to the registered holder of the Bonds), and to be mailed to the Registrar and to the registered owner of each Bond to be redeemed, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

3.06. Preparation and Delivery. The Bonds shall be prepared under the direction of the School District Clerk and shall be executed on behalf of the District by the signatures of the Chair and the School District Clerk, and may be sealed with the official seal of the District; provided that said signatures and the official seal may be printed, engraved, or lithographed facsimiles thereof.

In case any officer whose signature, or a facsimile of whose signature, shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so delivered and authenticated, they shall be delivered by the School District Clerk to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

3.07. Securities Depository.

(a) For purposes of this section, the following terms shall have the following meanings:

"Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person's subrogee.

"Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

"DTC" shall mean The Depository Trust Company of New York, New York.

"Participant" shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

"Representation Letter" shall mean the Representation Letter pursuant to which the District agrees to comply with DTC's Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the District shall be affected by any notice to the contrary. Neither the Registrar nor the District shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds

under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the District to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the District determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bond certificates, the District may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bond certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chair of the Board of Education and School District Clerk, is hereby authorized, and execution of the Representation Letter by the Chair of the Board of Education and School District Clerk shall be conclusive evidence of such approval.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or another securities depository as holder of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bond certificates and the method of payment of principal of and interest on such Bond certificates.

3.08. Closing Certificates. The Chair and School District Clerk, or the Senior Financial Officer, or any of their authorized designees, are hereby further authorized and directed to execute such closing certificates and other instruments and documents as may be necessary to complete the issuance and delivery of the Bonds and maintain the tax-exempt status of the Bonds. The authority granted hereby is effective with respect to any District officer holding office as of the date hereof and any successor. No execution of any document, certificate or instrument by an officer holding office as of the date hereof shall be considered invalidated or unauthorized by replacement of such officer before the date of execution.

Section 4. Use of Proceeds; Sinking Fund and Tax Levies

4.01. Proceeds of the Bonds shall be held in a separate fund or account in the official financial records of the District (the "Project Fund") and the District shall continue to maintain the Project Fund until payment of all costs and expenses incurred in connection with the projects financed by the Bonds have been paid. To the Project Fund there shall be credited all the proceeds of the Bonds and from the Project Fund there shall be paid all costs and expenses of the projects financed by the Bonds, including costs of issuing the Bonds. Amounts allocable to issuance expenses not disbursed after 60 days shall be transferred to the Debt Service Fund (as defined herein). After payment of all costs and expenses of the projects financed by the Bonds, the Project Fund shall be discontinued and any Bond proceeds remaining therein shall be credited to the Debt Service Fund or used for other projects in accordance with Minnesota law.

4.02. Pursuant to Minnesota Statutes, Section 123B.595, subdivision 5(c), the portion of long-term facilities maintenance revenue for bonded debt must be recognized in the debt service fund of the District (the "Debt Service Fund"). The Debt Service Fund shall be used for no purpose other than the payment of principal of and interest on the Bonds and the payment of principal of and interest on such other general obligation bonds of the District as this Board by resolution has heretofore designated or hereafter shall designate as being payable from the Debt Service Fund. The Board irrevocably appropriates to the Debt Service Fund (a) any taxes levied in accordance with this resolution, (b) any taxes levied and to be levied for the payment of other obligations made payable from the Debt Service Fund, (c) accrued interest on the Bonds from their date to the date of delivery (if any), (d) any long-term facilities maintenance equalized aid receivable under Minnesota Statutes, Section 123B.595, subdivision 9, and (e) all such other moneys as shall be received and appropriated to the Debt Service Fund from time to time. If any payment of principal of or interest on the Bonds or other obligations payable therefrom shall become due when there is not sufficient money in the Debt Service Fund to make such payment, the District shall pay the same from any other available fund of the District, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Bonds or other obligations payable therefrom. Pursuant to Minnesota Statutes, Section 123B.595, subdivision 12, the portion, if any, of long-term facility maintenance revenue not recognized in the Debt Service Fund shall be maintained with the general fund of the District in a reserve account pledged to the payment of Plan costs not financed by the Bonds. The Debt Service Fund will be used primarily to achieve a proper matching of revenues and debt service within each Bond Year (as defined in the Tax Certificate) and will be fully depleted at least once a year, except for a reasonable carryover amount expected not to exceed the greater of (a) the earnings on the Debt Service Fund in the immediately preceding Bond Year or (b) one-twelfth of the annual debt service on the Bonds in the immediately preceding Bond Year.

4.03. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith, credit and taxing power of the District shall be and are hereby irrevocably pledged. To provide moneys for the payment thereof, there is hereby levied upon all of the taxable property in the District a direct, annual, ad valorem tax which shall be spread upon the tax rolls collectible in the years and amounts set forth in the schedule attached hereto as Schedule I, as part of the other general taxes of the District.

The foregoing taxes shall be irrepealable as long as any of the Bonds are outstanding and unpaid; provided, that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61.

It is estimated that the ad valorem taxes will be collected in amounts not less than five percent (5%) in excess of the annual principal and interest requirements of the Bonds. If, as of the date tax levies are certified in any year, the sum of the balance in the Debt Service Fund plus any ad valorem taxes theretofore levied for the payment of bonds payable therefrom and collectible through the end of the following calendar year is not sufficient to pay when due all principal and interest to become due on all bonds payable therefrom in said following calendar year, or the Debt Service Fund has incurred a deficiency in the manner provided in Section 4.02, an additional direct, irrepealable, ad valorem tax shall be levied on all taxable property within the corporate limits of the District for the purpose of restoring such accumulated or anticipated deficiency in accordance with the provisions of this resolution. Pursuant to Minnesota Statutes, Section 123B.595, subdivision 6, if the debt service revenue required to pay the principal and interest on the Bonds exceeds the District's long-term facilities maintenance revenue for the same fiscal year, the District's general fund levy must be reduced by the amount of the excess.

Section 5. Defeasance

5.01. When all Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The District may also at any time discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full provided that notice of redemption thereof has been duly given as provided in Section 3.05 or arrangements for the giving of such notice have been made. The District may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to pay all principal, redemption premium, if any, and interest to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

Section 6. Certifications of Proceedings; Tax Matters and Disclosure Matters

6.01. The School District Clerk is hereby authorized and directed to file with the County Auditor of Hennepin County, Minnesota (the "County Auditor") a certified copy of this resolution, together with such other information as the County Auditor shall require, and to obtain from the County Auditor a certificate that the Bonds have been entered upon the bond register as required by law.

6.02. The officers of the District are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, bond counsel to the District, certified copies of all proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the District as to the facts recited herein.

6.03. The District covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action that would cause the interest of the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the "Code"), and any Treasury Regulations promulgated thereunder (the "Regulations"), and that it will take or cause its officers, employees or agents to take any and all actions legally within its or their power necessary to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. So long as the Bonds are outstanding, the District will not enter into any lease, use agreement or other contract or agreement respecting the projects financed with proceeds of the Bonds which would cause the Bonds to be considered a "private activity bond" or "private loan bond" pursuant to the provisions of Section 141 of the Code.

6.04. The Chair and the School District Clerk, being the officers of the District charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver a Tax Certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating, among other things, the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and the Regulations. The District covenants and agrees with the holders from time to time of the Bonds that it will abide by the terms of the Tax Certificate, except to the extent compliance therewith is deemed by Dorsey & Whitney LLP, bond counsel to the District, to be unnecessary to maintain the tax-exempt status of the Bonds.

6.05. The District acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The District covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the exceptions set forth in the Code and the Regulations.

6.06. The District certifies that the proceeds of the Bonds will not be used by the District to reimburse itself for any expenditure which the District paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the District has made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations; provided, however, that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to "preliminary expenditures" as defined in Section 1.150-2(f)(2)

of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the "issue price" of the Bonds.

6.07. The Preliminary Official Statement, dated as of December 3, 2025 (the "Preliminary Official Statement"), prepared by PFM and the District and distributed by PFM, on behalf of the District, is hereby ratified and approved, as the same may have been supplemented prior to the date hereof. Within seven business days from the date hereof, a final Official Statement (the "Final Official Statement") listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Final Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The Chair and the School District Clerk or the Senior Financial Officer of the District deemed the Preliminary Official Statement final as of its date and the same are hereby authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Preliminary Official Statement and the Final Official Statement, which Final Official Statement is also hereby approved, with such changes and additions as the Senior Financial Officer of the District, or his designees, may authorize.

Section 7. State Payment; District and Bond Registrar Obligations

The District hereby covenants and obligates itself to notify the Commissioner of Education of the State of Minnesota as soon as possible, but not less than 15 working days before the date that principal or interest payment is due, of any potential default in the payment of the principal of or interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 (the "State Payment Law"), to guarantee (to the extent provided therein) payment of the principal of and interest on the Bonds when due. The District further covenants to deposit with the Registrar not less than three business days prior to each interest and principal payment date for the Bonds an amount sufficient to make that payment or to notify the Commissioner of Education as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Registrar shall be required to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal of and interest on the Bonds at maturity or, if on the date two business days prior to maturity, there are insufficient funds on deposit with the Registrar to pay the Bonds in full at maturity. The Registrar shall be required to cooperate with the District, the Commissioner of Education and the Commissioner of Management and Budget in implementing the provisions of the State Payment Law. In the event that amounts sufficient to make any such interest or principal payment are held by an escrow or paying agent and invested as authorized by Minnesota Statues, Chapter 475 and such escrow or paying agent is required to use proceeds from such investment to pay to the Registrar the amount necessary to pay such interest or principal on such payment date, then the requirements of the State Payment Law relating to the deposit of such amounts with the Registrar prior to the payment date of such interest or principal shall be deemed satisfied and neither the District nor the Registrar shall be required to notify the Commissioner of Education that insufficient funds are available to pay such interest or principal on such payment date. The District shall do all other things which may be necessary to perform the obligations hereby undertaken under the State Payment Law, including any requirements hereafter adopted by the Commissioner of Education or the Commissioner of Management and Budget. The Chair, the School District Clerk, the Senior Financial Officer, or any other officer or employee of the District is hereby authorized to execute any applicable forms

of the State of Minnesota, and any such action or other action heretofore taken by the Board or any other person with respect to or in connection with the State Payment Law and the Bonds is hereby ratified and approved in all respects.

Section 8. Continuing Disclosure

8.01. Definitions. The following capitalized terms shall have the following meanings for purposes of this section.

"*Annual Report*" means any annual report provided by the District pursuant to, and as described in, Section 8.03.

"*Beneficial Owner*" means any person which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

"*EMMA*" means the MSRB's Electronic Municipal Market Access system available at http://emma.msrb.org.

"*Financial Obligation*" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of either (i) or (ii). The term "Financial Obligation" does not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

"*Holders*" means the registered holders of the Bonds, as recorded in the registration books of the Registrar.

"*Listed Events*" means the events listed in Section 8.04.

"*MSRB*" means the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"*Participating Underwriter*" means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"*Rule*" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

8.02. Purpose and Beneficiaries. The District makes the following covenants for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with the Rule.

8.03. Provision of Annual Reports.

(i) Not later than 12 months after the end of each fiscal year of the District (the "Submission Deadline") (the first report being due not later than 12 months after

June 30, 2025), the District shall, either directly or indirectly through an agent designated by the District, file on EMMA an electronic copy of its Annual Report in a format and accompanied by such identifying information as prescribed by the MSRB. If the District's fiscal year changes, it shall, either directly or indirectly through an agent designated by the District, give notice of such change in the same manner as for a Listed Event under Section 8.04, and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the new fiscal year. If the District is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the District shall, either directly or indirectly through an agent designated by the District, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

(ii) The Annual Report must contain or include by reference the following:

(1) The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota state law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the District's audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by Minnesota state law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA promptly after they become available.

(2) To the extent not included in the financial statements provided as part of the Annual Report, tables, schedules or other information of the type contained in the Official Statement for the Bonds under the following headings or captions, which information may be unaudited:

(A) Financial Summary
(B) Indebtedness
(C) Property Valuations and Taxes
(D) Financial Information

(iii) The Annual Report may be submitted as a single document or as separate documents comprising a package. The contents of the Annual Report may be included in the Annual Report by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available on EMMA or are filed with the Securities and

Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Annual Report shall clearly identify each such other document so included by reference. The audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date.

8.04 Reporting of Significant Events.

(i) The District shall, either directly or indirectly through an agent designated by the District, give notice of the occurrence of any of the following events with respect to the Bonds, all pursuant to the provisions of this section:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in this subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has

assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(ii) If a Listed Event described in subparagraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) has occurred *and the District has determined that such Listed Event is material under applicable federal securities laws*, the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(iii) If a Listed Event described in subparagraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) above has occurred the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subparagraphs (8) and (9) need not be given under this section any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds.

8.05. Termination of Reporting Obligation. The District's obligations under this section will terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the District's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the District to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

8.06. Dissemination Agent. The District may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this section, and may discharge any such dissemination agent, with or without appointing a successor dissemination agent. The dissemination agent will not be responsible in any manner for the content of any notice or Annual Report prepared by the District pursuant to this section.

8.07. Amendment; Waiver. Notwithstanding any other provision of this section, the District may amend the covenants contained in this section, and any provision of this section may be waived, if

(i) (1) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (2) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (3) the amendment or waiver either (A) is approved by a majority of the Holders, or (B) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(ii) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this section, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 8.04, and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

8.08. Additional Information. Nothing in this section will be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

8.09. Default. In the event of a failure of the District to comply with any provision of this section, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. Direct, indirect, consequential and punitive damages will not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this section will not be deemed an event of default under this resolution, and the sole remedy under this section in the event of any failure of the District to comply with this section will be an action to compel performance.

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EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS)
GENERAL OBLIGATION LONG-TERM FACILITIES MAINTENANCE BOND, SERIES 2025B

R-___ $ _____

Interest Rate	Maturity	Date of Original Issue	CUSIP
	February 1, 20__	December 18, 2025	603790 ___

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

Special School District No. 1 (Minneapolis), Minnesota (the "District"), a duly organized school district with boundaries coterminous with the City of Minneapolis, whose post office address is Minneapolis, Minnesota, acknowledges itself to be indebted, and for value received hereby, promises to pay to the registered owner specified above, or registered assigns, upon presentation and surrender at the principal corporate trust office of the Bond Registrar hereinafter identified, the principal amount specified above, on the maturity date specified above, with interest thereon from the date of original issue hereof or from the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate specified above, all subject to the provisions hereinafter stated with respect to the redemption of the principal of this Bond before maturity. Interest is payable on February 1 and August 1 of each year, commencing on August 1, 2026, by check or draft mailed by the Bond Registrar to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Both principal and interest are payable in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for payment of public and private debts. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith, credit, and taxing power of the District have been and are hereby irrevocably pledged. U.S. Bank Trust Company, National Association, has been designated by the Resolution described herein as Bond Registrar, Transfer Agent and Paying Agent (the "Bond Registrar"), and a successor Bond Registrar, if any, may be designated in accordance with said Resolution.

This Bond is one of an issue in the aggregate principal amount of $38,070,000 (the "Bonds"), all of like tenor except as to serial number, maturity date, interest rate and redemption privilege and all issued by the District for the acquisition and betterment of school facilities, and is issued pursuant to authority conferred by the required vote of the members of the Board of Education of the District and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475 and Section 123B.595, and pursuant to and in full conformity with resolutions of the Board of Education of the District, including a resolution adopted December 9, 2025 (the "Resolution"). This Bond is payable primarily from the Debt Service Fund (the "Debt Service Fund") of the District, but the Board is required by law to pay maturing principal hereof and interest thereon out of any funds in the treasury if moneys on hand in the Debt Service Fund are insufficient therefor. The Bonds

of this issue are issuable only as fully registered bonds, in denominations of $5,000 or any integral multiple thereof, of single maturities.

Bonds having stated maturity dates in the year 2036 and thereafter are each subject to redemption and prepayment in inverse order of maturities and by lot, assigned in proportion to their principal amount, within a maturity, at the option of the District, on any date on or after February 1, 2035, at a price equal to the principal amount thereof to be redeemed plus interest accrued to the date of redemption.

At least thirty days prior to the date set for the redemption and prepayment of any Bond, notice of the call for redemption will be published in a daily or weekly periodical, published in a Minnesota city of the first class or its metropolitan area, which circulates throughout the state and furnishes financial news as a part of its service (provided that published notice of the call need not be given if the Bonds are in registered form and notice has been mailed to the registered holder of the Bonds), and will be mailed or furnished to the Bond Registrar and mailed to the registered owner of each Bond to be redeemed at the address appearing in the Bond Register, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by his/her/its attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his/her/its attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the District will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner thereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

It is hereby certified, recited, covenanted and agreed that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to happen, to exist and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District according to its terms have been done, have happened, do exist, and have been performed in regular and due form, time and manner as so required; that, prior to the issuance hereof, a direct, annual, ad valorem tax has been duly levied upon all taxable property in the District for the years and in amounts not less than five percent (5%) in excess of sums sufficient to pay the interest hereon and the principal hereof as the same respectively become due; that additional taxes, if needed to meet the principal and interest requirements of the Bonds, shall be levied upon all of such property without limitation as to rate or amount; and that the issuance of the Bonds does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Special School District No. 1 (Minneapolis), Minnesota, by its Board of Education has caused this Bond to be executed by the facsimile signatures of the Chair of the Board of Education and the School District Clerk and has caused this Bond to be dated as of the date of original issue set forth above.

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS), MINNESOTA

(Facsimile Signature)
Chair of the Board of Education

(Facsimile Signature)
School District Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: _____

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Bond Registrar

By _____
Authorized Signature

The following abbreviations, when used in the inscription of the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM --as tenants in common	UTMA ……..…. as Custodian for …….. (Cust) (Minor)
TEN ENT --as tenants by the entireties	under Uniform Transfers to Minors Act .....… (State)
JT TEN --as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used, though not in the above list.

_____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

SIGNATURE GUARANTEE:

_____

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

SCHEDULE I

LEVY SCHEDULE

Minneapolis Special School District No. 1, Minnesota
$38,070,000 General Obligation Long-Term Facilities Maintenance Bonds, Series 2025B
Tax Levy Schedule

Dated Date: 12/18/2025

Levy Year	Collection Year	Period Ending	Principal	Coupon	Interest	Debt Service	105% of DS
		8/1/2026	-		1,179,112.50		
2025	2026	2/1/2027	2,685,000.00	5.00%	951,750.00	4,815,862.50	5,056,655.63
		8/1/2027	-		884,625.00		
2026	2027	2/1/2028	3,045,000.00	5.00%	884,625.00	4,814,250.00	5,054,962.50
		8/1/2028	-		808,500.00		
2027	2028	2/1/2029	3,200,000.00	5.00%	808,500.00	4,817,000.00	5,057,850.00
		8/1/2029	-		728,500.00		
2028	2029	2/1/2030	1,855,000.00	5.00%	728,500.00	3,312,000.00	3,477,600.00
		8/1/2030	-		682,125.00		
2029	2030	2/1/2031	1,950,000.00	5.00%	682,125.00	3,314,250.00	3,479,962.50
		8/1/2031	-		633,375.00		
2030	2031	2/1/2032	2,050,000.00	5.00%	633,375.00	3,316,750.00	3,482,587.50
		8/1/2032	-		582,125.00		
2031	2032	2/1/2033	2,150,000.00	5.00%	582,125.00	3,314,250.00	3,479,962.50
		8/1/2033	-		528,375.00		
2032	2033	2/1/2034	2,255,000.00	5.00%	528,375.00	3,311,750.00	3,477,337.50
		8/1/2034	-		472,000.00		
2033	2034	2/1/2035	2,370,000.00	5.00%	472,000.00	3,314,000.00	3,479,700.00
		8/1/2035	-		412,750.00		
2034	2035	2/1/2036	2,490,000.00	5.00%	412,750.00	3,315,500.00	3,481,275.00
		8/1/2036	-		350,500.00		
2035	2036	2/1/2037	1,115,000.00	5.00%	350,500.00	1,816,000.00	1,906,800.00
		8/1/2037	-		322,625.00		
2036	2037	2/1/2038	1,170,000.00	5.00%	322,625.00	1,815,250.00	1,906,012.50
		8/1/2038	-		293,375.00		
2037	2038	2/1/2039	1,230,000.00	5.00%	293,375.00	1,816,750.00	1,907,587.50
		8/1/2039	-		262,625.00		
2038	2039	2/1/2040	1,290,000.00	5.00%	262,625.00	1,815,250.00	1,906,012.50
		8/1/2040	-		230,375.00		
2039	2040	2/1/2041	1,355,000.00	5.00%	230,375.00	1,815,750.00	1,906,537.50
		8/1/2041	-		196,500.00		
2040	2041	2/1/2042	1,420,000.00	5.00%	196,500.00	1,813,000.00	1,903,650.00
		8/1/2042	-		161,000.00		
2041	2042	2/1/2043	1,495,000.00	5.00%	161,000.00	1,817,000.00	1,907,850.00
		8/1/2043	-		123,625.00		
2042	2043	2/1/2044	1,570,000.00	5.00%	123,625.00	1,817,250.00	1,908,112.50
		8/1/2044	-		84,375.00		
2043	2044	2/1/2045	1,645,000.00	5.00%	84,375.00	1,813,750.00	1,904,437.50
		8/1/2045	-		43,250.00		
2044	2045	2/1/2046	1,730,000.00	5.00%	43,250.00	1,816,500.00	1,907,325.00
		Total	38,070,000.00		17,732,112.50	55,802,112.50	58,592,218.13

SPECIAL SCHOOL DISTRICT NO. 1
MINNEAPOLIS, MINNESOTA

CERTIFICATE OF OFFICIAL ACTION

The undersigned, being the duly qualified and acting School District Clerk of Special School District No. 1 (Minneapolis), Minnesota (the "District"), DOES HEREBY CERTIFY as follows:

Attached hereto is a true and correct copy of a resolution duly adopted ***by a simple majority vote of a quorum of*** the Board of Education of the District at a lawful meeting duly called and held on December 9, 2025, at which meeting a quorum was present and acting throughout. Such resolution remains in full force and effect in the form in which adopted.

IN WITNESS WHEREOF, the undersigned has hereunto set her/his hand and affixed the official seal of the District, this 9th day of December, 2025.

School District Clerk

4911-6299-4304\3

RESOLUTION RELATING TO $26,265,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2025C; AWARDING THE SALE THEREOF; PRESCRIBING THE FORM AND DETAILS THEREOF; AND AUTHORIZING THE ISSUANCE THEREOF

BE IT RESOLVED by the Board of Education (the "Board") of Special School District No. 1 (Minneapolis), Minnesota (the "District"), as follows:

Section 1. Authorization and Sale

1.01. Pursuant to Minnesota Statutes, Chapter 475, the District is authorized to issue general obligation bonds to refund outstanding general obligation bonds of the District in order to reduce debt service costs to the District.

1.02. PFM Financial Advisors LLC, municipal advisor to the District ("PFM"), has advised this Board that the outstanding general obligation bonds of the District described in the table below (the "Series 2014B Bonds" and the "Series 2015B Bonds," respectively, and the maturities thereof to be refunded, collectively, the "Refunded Bonds") are callable on the dates indicated in the table below (each a "Call Date"), and that redemption of the Refunded Bonds on the Call Date will result in aggregate net savings of approximately $326,290.25 (1.159525%) on a present value basis.

Refunded Bonds	**Original Issue Date**	**Original Aggregate Principal Amount**	**Maturities to be Refunded (February 1)**	**Principal Amount Refunded**	**Call Date**
General Obligation Alternative Facilities Maintenance Bonds, Series 2014B	12/23/2014	$45,270,000	2027 2028 2029 2030	$14,430,000	02/01/2026
General Obligation Alternative Facilities Maintenance Bonds, Series 2015B	12/29/2015	$34,755,000	2027 2028 2029 2030 2031	$13,710,000	02/01/2026

Series 2014B Bonds and Series 2015B Bonds maturing February 1, 2026, are not being refunded with proceeds of the Bonds (as defined herein).

1.03. This Board hereby finds, determines and declares that it is in the best interest of the District to proceed forthwith to authorize the issuance of its General Obligation Refunding Bonds, Series 2025C, in the initial aggregate principal amount of $26,265,000 (the "Bonds"), to accomplish the refunding of the Refunded Bonds on the Call Date and to pay costs of such refunding and costs of issuing the Bonds.

1.04. PFM has solicited, on behalf of the District, competitive proposals for the purchase of the Bonds. Upon consideration by this Board, the most favorable of such proposals is determined to be that of BofA Securities, Inc, in New York, New York (the "Purchaser"), who offered to purchase the Bonds at a price of $28,100,172.19 ($26,265,000 in par amount of Bonds, plus original issue premium of $1,849,807.15, less Purchaser compensation of $14,634.96), upon the further terms and conditions set forth in this resolution.

1.05. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done prior to the issuance of the Bonds having been done, existing and having happened, it is now necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to issue the Bonds forthwith.

Section 2. Form of Bonds

2.01. The Bonds shall be prepared substantially in the form of Exhibit A attached hereto.

Section 3. Bond Terms, Execution and Delivery.

3.01. Maturities, Interest Rates, Denominations. The District shall forthwith issue and deliver the Bonds, which shall be denominated "General Obligation Refunding Bonds, Series 2025C." The Bonds shall be in the denomination of $5,000 each or any integral multiple thereof, shall mature on February 1 in the years and amounts set forth below, and Bonds maturing in such years and amounts shall bear interest, on the basis of a 360-day year composed of twelve 30-day months, from the date of issue until paid or duly called for redemption at the rates per annum shown opposite such years and in amounts as follows:

Year	Amount ($)	Rate (%)
2027	5,330,000	5.00
2028	5,745,000	5.00
2029	6,040,000	5.00
2030	6,340,000	5.00
2031	2,810,000	5.00

3.02. Dates; Interest Payment Dates. The Bonds shall be issuable only in fully registered form, and the ownership of the Bonds shall be transferred only upon the bond register of the District hereinafter described. The interest on the Bonds shall be payable on February 1 and

August 1 in each year, commencing August 1, 2026, to the owner of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. The interest on, and upon presentation and surrender thereof, the principal of each Bond, shall be payable by check or draft issued by the Registrar (as defined herein). Each Bond shall be originally dated as of December 18, 2025, and upon authentication of any Bond the Registrar described herein shall indicate therein the date of such authentication.

3.03. Registration. The District shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the District and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment.

(c) Exchange of Bonds. Whenever any Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the District upon such Bond to the extent of the sum or sums paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the District and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the District. If the mutilated, lost, stolen or destroyed Bond has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Bonds. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the District, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

3.04. Appointment of Initial Registrar. The District hereby appoints U.S. Bank Trust Company, National Association, as the initial Registrar. The Chair and the School District Clerk are authorized to execute and deliver, if necessary or appropriate, on behalf of the District, a contract with U.S. Bank Trust Company, National Association, as Registrar. A bank or trust company authorized by law to conduct such business, may be authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The District reserves the right to remove any Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar and shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Board, the School District Clerk shall transmit to the Registrar, from the Debt Service Fund described in Section 4.02, moneys sufficient for the payment of all principal and interest then due.

3.05. Redemption. The Bonds are not subject to redemption or prepayment prior to their stated maturity dates.

3.06. Preparation and Delivery. The Bonds shall be prepared under the direction of the School District Clerk and shall be executed on behalf of the District by the signatures of the Chair and the School District Clerk, and may be sealed with the official seal of the District; provided that said signatures and the official seal may be printed, engraved or lithographed facsimiles thereof. In case any officer whose signature, or a facsimile of whose signature, shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so delivered and authenticated, they shall be delivered by the School District Clerk to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

3.07. Securities Depository

(a) For purposes of this section, the following terms shall have the following meanings:

"Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person's subrogee.

"Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

"DTC" shall mean The Depository Trust Company of New York, New York.

"Participant" shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

"Representation Letter" shall mean the Representation Letter pursuant to which the District agrees to comply with DTC's Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be

redeemed, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the District shall be affected by any notice to the contrary. Neither the Registrar nor the District shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the District to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the District determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bond certificates, the District may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bond certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chair of the Board of Education and School District Clerk, is hereby authorized, and execution of the Representation Letter by the Chair of the Board of Education and School District Clerk shall be conclusive evidence of such approval.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or another securities depository as holder of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bond certificates and the method of payment of principal of and interest on such Bond certificates.

3.08. Closing Certificates. The Chair and School District Clerk, or the Senior Financial Officer, or any of their authorized designees, are hereby further authorized and directed to execute such closing certificates and other instruments and documents as may be necessary to complete the issuance and delivery of the Bonds and maintain the tax-exempt status of the Bonds. The authority granted hereby is effective with respect to any District officer holding office as of the date hereof and any successor. No execution of any document, certificate or instrument by an officer holding office as of the date hereof shall be considered invalidated or unauthorized by replacement of such officer before the date of execution.

Section 4. Sinking Fund and Tax Levies

4.01. Proceeds of the Bonds in the amount of $28,009,124.49 shall be delivered to the Registrar for the Refunded Bonds or an escrow agent for the redemption of the Refunded Bonds on the Call Date (or for the purchase of securities for the purpose of redeeming the Refunded Bonds) and remaining amounts shall be used to pay costs of issuing the Bonds. Amounts allocable to issuance expenses not disbursed after 60 days shall be transferred to the Debt Service Fund (as defined herein).

4.02. So long as any of the Bonds are outstanding and any principal or interest thereon remains unpaid, the District shall maintain as a separate account on its books and records the sinking fund heretofore established (the "Debt Service Fund"). The Debt Service Fund shall be used for no purpose other than the payment of principal of and interest on the Bonds and the payment of principal of and interest on such other general obligation bonds of the District as this Board by resolution has heretofore designated or hereafter shall designate as being payable from the Debt Service Fund. The Board irrevocably appropriates to the Debt Service Fund (a) any taxes levied in accordance with this resolution, (b) any taxes levied and to be levied for the payment of other obligations made payable from the Debt Service Fund, (c) accrued interest on the Bonds from their date to the date of delivery (if any), and (d) all such other moneys as shall be received and appropriated to the Debt Service Fund from time to time. If any payment of principal of or interest on the Bonds or other obligations payable therefrom shall become due when there is not sufficient money in the Debt Service Fund to make such payment, the District shall pay the same from any other available fund of the District, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Bonds or other obligations payable therefrom.

4.03. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith, credit and taxing power of the District shall be and are hereby irrevocably pledged. To provide moneys for the payment thereof, there is hereby levied upon all of the taxable property in the District a direct, annual, ad valorem tax which shall be spread upon the tax rolls collectible in the years and amounts set forth in the schedule attached hereto as Schedule I, as a part of other general taxes of the District.

The foregoing taxes shall be irrepealable as long as any of the Bonds are outstanding and unpaid; provided, that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61.

It is estimated that the ad valorem taxes will be collected in amounts not less than five percent (5%) in excess of the annual principal and interest requirements of the Bonds. If, as of the date tax levies are certified in any year, the sum of the balance in the Debt Service Fund plus any ad valorem taxes theretofore levied for the payment of bonds payable therefrom and collectible through the end of the following calendar year is not sufficient to pay when due all principal and interest to become due on all bonds payable therefrom in said following calendar year, or the Debt Service Fund has incurred a deficiency in the manner provided in Section 4.02, an additional direct, irrepealable, ad valorem tax shall be levied on all taxable property within the corporate limits of the District for the purpose of restoring such accumulated or anticipated deficiency in accordance with the provisions of this resolution.

Section 5. Defeasance. When all Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The District may also at any time discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full provided that notice of redemption thereof has been duly given as provided in Section 3.05 or arrangements for the giving of such notice have been made. The District may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to pay all principal, redemption premium, if any, and interest to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

Section 6. Certifications of Proceedings and Tax Matters.

6.01. The School District Clerk is hereby authorized and directed to file with the County Auditor of Hennepin County, Minnesota (the "County Auditor"), a certified copy of this resolution, together with such other information as the County Auditor shall require, and to obtain from the County Auditor a certificate that the Bonds have been entered upon the bond register as required by law.

6.02. The officers of the District are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, bond counsel to the District, certified copies of all proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified

copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the District as to the facts recited herein.

6.03. The District covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action that would cause the interest of the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the "Code"), and any Treasury Regulations promulgated thereunder (the "Regulations"), and that it will take or cause its officers, employees or agents to take any and all actions legally within its or their power necessary to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. So long as the Bonds are outstanding, the District will not enter into any lease, use agreement or other contract or agreement respecting the projects financed with proceeds of the Bonds which would cause the Bonds to be considered a "private activity bond" or "private loan bond" pursuant to the provisions of Section 141 of the Code.

6.04. The Chair and the School District Clerk, being the officers of the District charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver a Tax Certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating, among other things, the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and the Regulations. The District covenants and agrees with the holders from time to time of the Bonds that it will abide by the terms of the Tax Certificate, except to the extent compliance therewith is deemed by Dorsey & Whitney LLP, bond counsel to the District, to be unnecessary to maintain the tax-exempt status of the Bonds.

6.05. The District acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The District covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the exceptions set forth in the Code and the Regulations.

6.06. The Preliminary Official Statement, dated as of December 3, 2025 (the "Preliminary Official Statement"), prepared by PFM and the District and distributed by PFM, on behalf of the District, is hereby ratified and approved, as the same may have been supplemented prior to the date hereof. Within seven business days from the date hereof, a final Official Statement (the "Final Official Statement") listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Final Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The Chair and the School District Clerk or the Senior Financial Officer of the District deemed the Preliminary Official Statement final as of its date and the same are hereby authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the

Preliminary Official Statement and the Final Official Statement, which Final Official Statement is also hereby approved, with such changes and additions as the Senior Financial Officer of the District, or his designees, may authorize.

Section 7. State Payment; District and Bond Registrar Obligations.

7.01. The District hereby covenants and obligates itself to notify the Commissioner of Education of the State of Minnesota as soon as possible, but not less than 15 working days before the date that principal or interest payment is due, of any potential default in the payment of the principal of or interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 (the "State Payment Law"), to guarantee (to the extent provided therein) payment of the principal of and interest on the Bonds when due. The District further covenants to deposit with the Registrar not less than three business days prior to each interest and principal payment date for the Bonds an amount sufficient to make that payment or to notify the Commissioner of Education as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Registrar shall be required to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal of and interest on the Bonds at maturity or, if on the date two business days prior to maturity, there are insufficient funds on deposit with the Registrar to pay the Bonds in full at maturity. The Registrar shall be required to cooperate with the District, the Commissioner of Education and the Commissioner of Management and Budget in implementing the provisions of the State Payment Law. In the event that amounts sufficient to make any such interest or principal payment are held by an escrow or paying agent and invested as authorized by Minnesota Statues, Chapter 475 and such escrow or paying agent is required to use proceeds from such investment to pay to the Registrar the amount necessary to pay such interest or principal on such payment date, then the requirements of the State Payment Law relating to the deposit of such amounts with the Registrar prior to the payment date of such interest or principal shall be deemed satisfied and neither the District nor the Registrar shall be required to notify the Commissioner of Education that insufficient funds are available to pay such interest or principal on such payment date. The District shall do all other things which may be necessary to perform the obligations hereby undertaken under the State Payment Law, including any requirements hereafter adopted by the Commissioner of Education or the Commissioner of Management and Budget. The Chair, the School District Clerk, the Senior Financial Officer, or any other officer or employee of the District is hereby authorized to execute any applicable forms of the State of Minnesota, and any such action or other action heretofore taken by the Board or any other person with respect to or in connection with the State Payment Law and the Bonds is hereby ratified and approved in all respects.

Section 8. Continuing Disclosure

8.01. Definitions. The following capitalized terms shall have the following meanings for purposes of this section.

"*Annual Report*" means any annual report provided by the District pursuant to, and as described in, Section 8.03.

"*Beneficial Owner*" means any person which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

"*EMMA*" means the MSRB's Electronic Municipal Market Access system available at http://emma.msrb.org.

"*Financial Obligation*" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of either (i) or (ii). The term "Financial Obligation" does not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

"*Holders*" means the registered holders of the Bonds, as recorded in the registration books of the Registrar.

"*Listed Events*" means the events listed in Section 8.04.

"*MSRB*" means the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"*Participating Underwriter*" means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"*Rule*" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

8.02. Purpose and Beneficiaries. The District makes the following covenants for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with the Rule.

8.03. Provision of Annual Reports.

(i) Not later than 12 months after the end of each fiscal year of the District (the "Submission Deadline") (the first report being due not later than 12 months after June 30, 2025), the District shall, either directly or indirectly through an agent designated by the District, file on EMMA an electronic copy of its Annual Report in a format and accompanied by such identifying information as prescribed by the MSRB. If the District's fiscal year changes, it shall, either directly or indirectly through an agent designated by the District, give notice of such change in the same manner as for a Listed Event under Section 8.04, and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the new fiscal year. If the District is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the District shall, either directly or indirectly through an agent designated by the

District, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

(ii) The Annual Report must contain or include by reference the following:

(1) The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota state law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the District's audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by Minnesota state law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA promptly after they become available.

(2) To the extent not included in the financial statements provided as part of the Annual Report, tables, schedules or other information of the type contained in the Official Statement for the Bonds under the following headings or captions, which information may be unaudited:

(A) Financial Summary
(B) Indebtedness
(C) Property Valuations and Taxes
(D) Financial Information

(iii) The Annual Report may be submitted as a single document or as separate documents comprising a package. The contents of the Annual Report may be included in the Annual Report by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Annual Report shall clearly identify each such other document so included by reference. The audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date.

8.04. Reporting of Significant Events.

(i) The District shall, either directly or indirectly through an agent designated by the District, give notice of the occurrence of any of the following events with respect to the Bonds, all pursuant to the provisions of this section:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in this subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or

jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(ii) If a Listed Event described in subparagraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) has occurred *and the District has determined that such Listed Event is material under applicable federal securities laws*, the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(iii) If a Listed Event described in subparagraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) above has occurred the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subparagraphs (8) and (9) need not be given under this section any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds.

8.05. Termination of Reporting Obligation. The District's obligations under this section will terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the District's receipt of an opinion of nationally recognized bond counsel to the effect that,

because of legislative action or final judicial action or administrative actions or proceedings, the failure of the District to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

8.06. Dissemination Agent. The District may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this section, and may discharge any such dissemination agent, with or without appointing a successor dissemination agent. The dissemination agent will not be responsible in any manner for the content of any notice or Annual Report prepared by the District pursuant to this section.

8.07. Amendment; Waiver. Notwithstanding any other provision of this section, the District may amend the covenants contained in this section, and any provision of this section may be waived, if

(i) (1) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (2) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (3) the amendment or waiver either (A) is approved by a majority of the Holders, or (B) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(ii) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this section, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 8.04, and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

8.08. Additional Information. Nothing in this section will be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in

this section or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

8.09. Default. In the event of a failure of the District to comply with any provision of this section, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. Direct, indirect, consequential and punitive damages will not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this section will not be deemed an event of default under this resolution, and the sole remedy under this section in the event of any failure of the District to comply with this section will be an action to compel performance.

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EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS)
GENERAL OBLIGATION REFUNDING BOND, SERIES 2025C

R- $

Interest Rate	Maturity	Date of Original Issue	CUSIP
%	February 1, 20__	December 18, 2025	603790 ___

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

Special School District No. 1 (Minneapolis), Minnesota (the "District"), a duly organized school district with boundaries coterminous with the City of Minneapolis, whose post office address is Minneapolis, Minnesota, acknowledges itself to be indebted, and for value received hereby, promises to pay to the registered owner specified above, or registered assigns, upon presentation and surrender at the principal corporate trust office of the Bond Registrar hereinafter identified, the principal amount specified above, on the maturity date specified above, with interest thereon from the date of original issue hereof or from the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate specified above, all subject to the provisions hereinafter stated with respect to the redemption of the principal of this Bond before maturity. Interest is payable on February 1 and August 1 of each year, commencing on August 1, 2026, by check or draft mailed by the Bond Registrar to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Both principal and interest are payable in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for payment of public and private debts. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith, credit, and taxing power of the District have been and are hereby irrevocably pledged. U.S. Bank Trust Company, National Association, has been designated by the Resolution described herein as Bond Registrar, Transfer Agent and Paying Agent (the "Bond Registrar"), and a successor Bond Registrar, if any, may be designated in accordance with said Resolution.

This Bond is one of an issue in the aggregate principal amount of $26,265,000 (the "Bonds"), all of like tenor except as to serial number, maturity date, interest rate and redemption privilege and all issued by the District for the purpose of refunding the District's outstanding General Obligation Alternative Facilities Maintenance Bonds, Series 2014B, and General Obligation Alternative Facilities Maintenance Bonds, Series 2015B, and is issued pursuant to authority conferred by the required vote of the members of the Board of Education of the District and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475, and pursuant to and in full conformity with resolutions of the Board of Education of the District, including a resolution adopted December 9, 2025 (the "Resolution"). This Bond is payable primarily from the Debt Service Fund (the "Debt Service Fund") of the District, but the Board is required by law to pay maturing principal hereof and interest thereon out of any funds in the treasury if moneys on hand in the Debt Service Fund are

insufficient therefor. The Bonds of this issue are issuable only as fully registered bonds, in denominations of $5,000 or any integral multiple thereof, of single maturities.

Bonds of this issue are not subject to redemption or prepayment prior to their stated maturity dates.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by his/her/its attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his/her/its attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the District will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner thereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

It is hereby certified, recited, covenanted and agreed that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to happen, to exist and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District according to its terms have been done, have happened, do exist, and have been performed in regular and due form, time and manner as so required; that, prior to the issuance hereof, a direct, annual, ad valorem tax has been duly levied upon all taxable property in the District for the years and in amounts not less than five percent (5%) in excess of sums sufficient to pay the interest hereon and the principal hereof as the same respectively become due; that additional taxes, if needed to meet the principal and interest requirements of the Bonds, shall be levied upon all of such property without limitation as to rate or amount; and that the issuance of the Bonds does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Special School District No. 1 (Minneapolis), Minnesota, by its Board of Education has caused this Bond to be executed by the facsimile signatures of the Chair of the Board of Education and the School District Clerk and has caused this Bond to be dated as of the date of original issue set forth above.

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS), MINNESOTA

(Facsimile Signature)	(Facsimile Signature)
Chair of the Board of Education	School District Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication:_____

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Bond Registrar

By _____
Authorized Signature

The following abbreviations, when used in the inscription of the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM --as tenants in common	UTMA ……..…. as Custodian for …….. (Cust) (Minor)
TEN ENT --as tenants by the entireties	under Uniform Transfers to Minors Act ..... (State)
JT TEN --as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used, though not in the above list.

_____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

SIGNATURE GUARANTEE:

_____

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

SCHEDULE I

LEVY SCHEDULE

Minneapolis Special School District No. 1, Minnesota
$26,265,000 General Obligation Refunding Bonds, Series 2025C
Tax Levy Schedule

Dated Date: 12/18/2025

Levy Year	Collection Year	Period Ending	Principal	Coupon	Interest	Debt Service	105% of DS
		8/1/2026	-		813,485.42		
2025	2026	2/1/2027	5,330,000.00	5.00%	656,625.00	6,800,110.42	7,140,115.94
		8/1/2027	-		523,375.00		
2026	2027	2/1/2028	5,745,000.00	5.00%	523,375.00	6,791,750.00	7,131,337.50
		8/1/2028	-		379,750.00		
2027	2028	2/1/2029	6,040,000.00	5.00%	379,750.00	6,799,500.00	7,139,475.00
		8/1/2029	-		228,750.00		
2028	2029	2/1/2030	6,340,000.00	5.00%	228,750.00	6,797,500.00	7,137,375.00
		8/1/2030	-		70,250.00		
2029	2030	2/1/2031	2,810,000.00	5.00%	70,250.00	2,950,500.00	3,098,025.00
		Total	26,265,000.00		3,874,360.42	30,139,360.42	31,646,328.44