

## Regular Business Meeting

Tuesday, August 6, 2024 5:30 PM

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

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

2) **Adoption of the Agenda**

3) **Acceptance of Minutes**

3)a. June 11, 2024 Regular Business Meeting

3)b. June 18, 2024 Special Meeting

4) **Public Comments**

5) **Public Comments on School Board Renewal of  
Operating Referendum Authorities**

6) **Recess**

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

7)a. Presentations and Updates

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

8)a. Approval of the Consent Agenda

8)a.1. Personnel Items

8)a.1.a. Approval of List A personnel matters  
(2024-8-ER-A)

8)a.1.b. Approval of List B personnel matters  
(2024-8-ER-B)

8)a.2. Contracts

8)a.2.a. Contract with Achieve Twin Cities (2024-  
4400002476)

8)a.2.b. Contract with Amergis (2024-4400002469)

8)a.2.c. Contract with AppExtremes (2025-  
4400002447)

8)a.2.d. Contract with Brown & Brown / Hays  
Companies (2025-4400002473)

8)a.2.e. Contract with CIT Cal (2024-4400002497)

8)a.2.f. Contract with Concur Technologies, Inc.  
(2025-4400000985)

8)a.2.g. Contract with David Hoy & Associates  
(2025-4400002488)

8)a.2.h. Contract with GBR (2024-4400002491)

8)a.2.i. Amendment to contract 2024-4400002482  
with Grazzini Bros

8)a.2.j. Contract with Indrotec (2024-4400002475)

- 8)a.2.k. Contract with Language Line (2024-4400002490)
- 8)a.2.l. Contract with Learning Disabilities Association (2025-4400002483)
- 8)a.2.m. Amendment to contract 4400001071 with Legal Rights Center
- 8)a.2.n. Contract with Matrix-NDI (2025-4400002467)
- 8)a.2.o. Contract with Open Up Resources (2024-4400002481)
- 8)a.2.p. Contract with Parallel Technologies, Inc (2024-1000241966)
- 8)a.2.q. Contract with Perman Law, PLLC (2025-4400002474)
- 8)a.2.r. Contract with Propio (2024-4400002489)
  
- 8)a.2.s. Contract with Ricoh Business Services (2025-4400002479)
- 8)a.2.t. Contract with Stepping Stone Group (2024-4400002470)
- 8)a.2.u. Contract with Sunbelt Staffing (2024-4400002387)
- 8)a.2.v. Contract with Tiffin Man (2024-4400002472)
- 8)a.2.w. Amendment to contract 2025-4400002478 with Toshiba America Business Solutions
- 8)b. Resolution approving the 2024-2025 school year e-learning day plan (2024-0038)
- 8)c. Resolution regarding a school district question on the 2024 general election ballot (2024-0039)
- 8)d. Resolution Authorizing the Renewal of Expiring Referendum Revenue Authorizations (2024-0040)
- 8)e. Authorizing a Resolution Agreement with the U.S. Department of Education, Office for Civil Rights (2024-0041)
- 8)f. Approving a 2024-2025 Equity and Diversity Impact Assessment (EDIA) Topic (2024-0042)

9) **New Business**

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

11) **Adjournment**

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

**REGULAR BUSINESS MEETING  
JUNE 11, 2024**

**CALL TO ORDER**

In accordance with applicable requirements, notice was provided to each member of the Board of Education and to the public not less than three days prior to the meeting. Board members met in a regular meeting in the assembly room at the John B. Davis Educational Services Center (1250 West Broadway Ave. Minneapolis, MN) on June 11, 2024.

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

**ROLL CALL**

Present: Directors Abdul Abdi, Sharon El-Amin, Adriana Cerrillo, Lori Norvell, Ira Jourdain, Collin Beachy, Kim Ellison, Joyner Emerick (8); Ex Officio members Superintendent Dr. Lisa Sayles-Adams, Student Representative Peralta (arrived late after roll call) (2)

Absent: Director Faheema Feerayarre, Student Representative Rounds (2)

**APPROVAL OF AGENDA**

Abdi moved to amend the agenda to include the approval of the following contracts:

- Contract with Flagship Recreation (2024-4400002161)
- Contract with Flagship Recreation (2024-4400002162)
- Contract with Kompan (2024-1000235339)

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

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

Nay: (0)

Abstain: (0)

Absent: Feerayarre (1)

Ellison moved to approve the agenda, as amended.

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

Aye: Abdi, El-Amin, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (8)  
Nay: (0)  
Abstain: (0)  
Absent: Feerayarre (1)

#### **ACCEPTANCE OF MINUTES**

Norvell moved to approve the minutes from the April 23, 2024 Special Meeting and May 14, 2024 Regular Business meetings.

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

Aye: Abdi, El-Amin, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (8)  
Nay: (0)  
Abstain: (0)  
Absent: Feerayarre (1)

#### **RECOGNITIONS**

MPS students, August Fischer and Zachary Matlock, were recognized as 2024 National Merit Scholars.

Tracy Bird was recognized as the 2024 Teacher of the Year.

#### **RECESS**

A five-minute recess was taken.

#### **PUBLIC COMMENTS**

Comments were heard from members of the public.

#### **RECESS**

A 30-minute recess was taken.

#### **REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS**

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

- a. Presentation and Updates
  - Superintendent's Update
  - K-5 Literacy Plan Updated and Presentation

No votes or action was taken on these informational items.

## **ACTION ITEMS BY THE BOARD OF EDUCATION**

### **Approval of the Consent Agenda**

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

#### 1. Personnel Items

- Approval of List A personnel matters (2024-6-ER-A)
- Approval of List B personnel matters (2024-6-ER-B)

#### 2. Contracts

- Contract with Adam's Pest Control (2024-4400002307)
- Contract with Amerigas Propane PL (2024-4400002314)
- Contract with Archer Mechanical (2024-4400002316)
- Contract with Benchmark Education Company (2024-4400002336)
- Contract with Bix Produce (2024-4400002297)
- Contract with Brown & Brown (2025-4400002322)
- Contract with College Tutors and Nannies (2024-4400002347)
- Contract with Cooks Direct (2024-4400002305)
- Contract with Curriculum Associates (2024-4400002363)
- Contract amendments with contract alternative schools for the 2024-2025 school year
- Contract with Discovery Education (2024-4400002335)
- Contract with Dorsey & Whitney LLP (2025-4400002358)
- Contract with Dynamic Fire Protection (2024-440000272)
- Contract with English Learning Center (2024-4400002226)
- Contract with Equity Builders and Construction Services, Inc. (2024-4400002288)
- Authorization to contract with EMS Ling
- Contract with Ferndale Market (2024-4400002298)
- Authorization to contract with Frontline
- Contract with Goodheart-Wilcox Company Inc. (2024-4400002325)
- Authorization to contract with Guidepoint (2025-4400000TBD)
- Contract with Hillyard (2024-4400002279)
- Contract with H21 Group (2024-4400002317)
- Contract with iFixYouri Corp (2025-4400002338)
- Contract with Indianhead Foodservice Distributor (2024-4400002275)
- Amendment to contract 2024-4400002277 with Indianhead Foodservice
- Contract with Indianhead Foodservice Distributor (2024-4400002291)
- Contract with Innovative Office Solutions (2024-4400002367)
- Contract with Insight Public Sector Inc. (2025-4400002311)
- Contract with Insight Public Sector Inc. (2025-4400002312)
- Contract with Insight Public Sector (2025-4400002313)
- Contract with John A. Dalsin & Son, Inc (2024-4400002320)
- Contract with Karin's Services-DBA AAA (2024-4400002278)

- Contract with Kompan, Inc (2024-4400002267)
- Contract with Kone (2024-4400002324)
- Contract with Kone (2024-4400002356)
- Contract with Learning in Style (2024-4400002232)
- Contract with Lexia Learning Systems LLC (2024-4400002329)
- Contract with Master Mechanical (2024-4400002354)
- Contract with Metro Transit (2024-4400002210)
- Contract with Metro Transit (2024-4400002337)
- Contract with Nearpod LLC (2024-4400002331)
- Contract with Open Up Resources (2024-4400002352)
- Contract with Pan O Gold (2024-4400002273)
- Contract with Paragon Development Systems (2025-4400002359)
- Contract with Public Consulting Group (2024-4400002263)
- Contract with PFM Asset Management (2025-440002357)
- Contract with Ratwik, Roszak & Maloney (2024-4400002355)
- Contract with the Regents of the University of Minnesota (2024-4400002333)
- Contract with Red8 (2025-4400002310)
- Contract with Renaissance Learning Inc. (2024-4400002327)
- Contract with Riverside Plaza Tenants Association (2024-4400002225)
- Contract with Russ Davis Wholesale (2024-4400002292)
- Contract with School Specialty (2024-4400002328)
- Amendment to contract 2024-4400002351 with Schwab Vollhaber Lubratt (SVL) Inc
- Contract with Seesaw Inc. (2024-4400002332)
- Contract with Somali Success School (2024-4400002230)
- Contract with Sprung Services (2024-4400002280)
- Amendment to contract 2024-4400002276 with St Paul Beverage Solutions
- Authorization to contract with St Paul Beverage Solutions
- Contract with Summit Academy OIC (2024-4400002231)
- Contract with Synovia Solutions LLC (2024-4400002324)
- Contract with The Math Learning Center (2024-4400002334)
- Amendment to contract 2024-4400002350 with Tradesmen International, LLC
- Contract amendment with T-Mobile (2021-4400000624)
- Contract with Trio Supply (2024-4400002294)
- Contract with True North Consulting Group (2024-4400002349)
- Contract with Twig Education Inc. (2024-4400002326)
- Contract with Veritiv Operating Company (2024-4400002293)
- Contract with Waste Management (2024-4400002309)
- Contract with Wilson Language Training (2024-4400002360)
- Contract with Witzel Electric (2024-4400002286)

### 3. Agreements

- Amending the Memorandum of Agreement with Achieve Twin Cities (2024-0032)
- Authorizing a leases with Renewable Energy Partners Inc. (2024-0035)

#### 4. Resolutions

- Authorizing 2024-2025 Minnesota State High School League (MSHSL) membership and cooperative team actions (2024-0034)
- Certifying the Population Estimate for the 2024 Payable 2025 Levy (2024-0036)

On a voice vote, the motion to approve the consent agenda was adopted with the following result (applied to all consent agenda items):

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

Nay: (0)

Abstain: (0)

Absent: Feerayarre (1)

#### **Adoption of Policy 5025: Gender Inclusion (2024-0022)**

Norvell moved to approve the Adoption of Policy 5025: Gender Inclusion (2024-0022).

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

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

Nay: (0)

Abstain: (0)

Absent: Feerayarre (1)

#### **Resolution Creating an Anishinabe Academy Facility Advisory Committee (2024-0028)**

Cerrillo moved to approve Resolution 2024-0028, Creating an Anishinabe Academy Facility Advisory Committee.

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

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

Nay: (0)

Abstain: (0)

Absent: Feerayarre (1)

#### **Approving the 2024-2025 Fiscal Year District Budget (2024-0029)**

Abdi moved to approve the 2024-2025 Fiscal Year District Budget (2024-0029).

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

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

Nay: (0)

Abstain: (0)  
Absent: Feerayarre (1)

**Approving the Fiscal Year 2024-2025 Capital Plan (2024-0030)**

Abdi moved to approve the Fiscal Year 2024-2025 Capital Plan (2024-0030).

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

Aye: Abdi, El-Amin, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (8)  
Nay: (0)  
Abstain: (0)  
Absent: Feerayarre (1)

**Approving the Updated Long-Term Facilities Maintenance (LTFM) Plan and Bond (2024-0031)**

Abdi moved to approve the Updated Long-Term Facilities Maintenance (LTFM) Plan and Bond (2024-0031).

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

Aye: Abdi, El-Amin, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (8)  
Nay: (0)  
Abstain: (0)  
Absent: Feerayarre (1)

**Approval of the 2023-2026 Collective Bargaining Agreement Between Special School District No. 1, and Service Employees International Union, Local 284, Food Service (2024-06-ER-CBA-SEIU\_FOOD)**

Norvell moved to approve the 2023-2026 Collective Bargaining Agreement Between Special School District No. 1, and Service Employees International Union, Local 284, Food Service (2024-06-ER-CBA-SEIU\_FOOD).

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

Aye: Abdi, El-Amin, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (8)  
Nay: (0)  
Abstain: (0)  
Absent: Feerayarre (1)

**Approval of the 2023-2025 Collective Bargaining Agreement Between Special School District No. 1, and Minneapolis Principals Forum (2024-06-ER-CBA-PRINCIPALS)**

Ellison moved to approve the 2023-2025 Collective Bargaining Agreement Between Special School District No. 1, and Minneapolis Principals Forum (2024-06-ER-CBA-PRINCIPALS).

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

Aye: Abdi, El-Amin, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (8)  
Nay: (0)  
Abstain: (0)  
Absent: Feerayarre (1)

**Approval of the 2024-2026 Non-Represented Employees Compensation Plan (2024-0033)**

Abdi moved to approve the 2024-2026 Non-Represented Employees Compensation Plan (2024-0033).

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

Aye: Abdi, El-Amin, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (8)  
Nay: (0)  
Abstain: (0)  
Absent: Feerayarre (1)

**Approval of Contract with Flagship Recreation (2024-4400002161), Contract with Flagship Recreation (2024-4400002162) and Contract with Kompan (2024-1000235339)**

Abdi moved to approve the three contracts, Flagship Recreation (2024-4400002161), Contract with Flagship Recreation (2024-4400002162) and Contract with Kompan (2024-1000235339), as a slate.

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

Aye: Abdi, El-Amin, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick (8)  
Nay: (0)  
Abstain: (0)  
Absent: Feerayarre (1)

**NEW BUSINESS**

No new business.

No votes or actions were taken.

**REPORTS FROM BOARD OF EDUCATION DIRECTORS**

The following directors and student representatives provided reports:

- Jourdain
- Abdi
- Ellison
- Cerrillo
- Beachy

### **ADJOURNMENT**

Without objection, Chair Beachy adjourned the meeting at 8:28 p.m.

DRAFT

**Secretary Notations:**

- Minutes submitted by Ryan Strack, Assistant to the Superintendent and Board
- Meeting materials:  
<https://meetings.boardbook.org/Public/Agenda/1807?meeting=637216>
- Minutes approved: August 6, 2024

**Attachments:** *(added upon approval of minutes)*

- Resolution Adoption of Policy 5025: Gender Inclusion (2024-0022)
- Resolution Creating an Anishinabe Academy Facility Advisory Committee (2024-0028)
- Resolution Approving the 2024-2025 Fiscal Year District Budget (2024-0029)
- Resolution Approving the Fiscal Year 2024-2025 Capital Plan (2024-0030)
- Resolution Approving the Updated Long-Term Facilities Maintenance (LTFM) Plan and Bond (2024-0031)
- Resolution Approving the 2023-2026 Collective Bargaining Agreement Between Special School District No. 1, and Service Employees International Union, Local 284, Food Service (2024-06-ER-CBA-SEIU\_FOOD)
- Resolution Approving the 2023-2025 Collective Bargaining Agreement Between Special School District No. 1, and Minneapolis Principals Forum (2024-06-ER-CBA-PRINCIPALS)
- Resolution Approving of the 2024-2026 Non-Represented Employees Compensation Plan (2024-0033)

**Approvals:**

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Collin Beachy, Chair

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Lori Norvell, Clerk

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

**REGULAR BUSINESS MEETING  
JUNE 18, 2024**

**CALL TO ORDER**

In accordance with applicable requirements, notice was provided to each member of the Board of Education and to the public not less than three days prior to the meeting. Board members met in a regular meeting in the assembly room at the John B. Davis Educational Services Center (1250 West Broadway Ave. Minneapolis, MN) on June 18, 2024.

Chair Collin Beachy called the meeting to order at 4:30 p.m., a quorum being present.

**ROLL CALL**

Present: Directors Abdul Abdi, Sharon El-Amin, Adriana Cerrillo, Lori Norvell, Collin Beachy, Kim Ellison (6); Ex Officio members Superintendent Dr. Lisa Sayles-Adams, Student Representative Peralta, Student Representative Rounds (3)

Absent: Directors Faheema Feerayarre, Ira Jourdain, Joyner Emerick (3)

**REPORTS AND DISCUSSIONS**

Staff provided presentations on the following topics:

- a. 2024 Technology Levy Update
- b. Discussion of 2024-2025 Equity and Diversity Impact Assessment (EDIA) Topic

No votes or action was taken on these informational items.

**ACTION ITEMS BY THE BOARD OF EDUCATION**

**Approval of the Consent Agenda**

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

1. Personnel Items
  - Approval of List B personnel matters (2024-6-18-ER-B)
2. Contracts
  - Contract with Alliant Consulting Inc (2024-4400002394)
  - Authorization to contract with GardaWorld Security Services (2024-4400002395)

- Contract with iDreamTV (4400002390)
- Amendment to contract 4400001736 with INGCO
- Contract with Now Micro (2024-4400002373)
- Authorization to amend contract 14397 with Red Cedar Steel Erectors
- Contract with Wayfinder (2024-4400002384)

On a voice vote, the motion to approve the consent agenda was adopted with the following result (applied to all consent agenda items):

Aye: Abdi, El-Amin, Cerrillo, Norvell, Beachy, Ellison (6)

Nay: (0)

Abstain: (0)

Absent: Feerayarre, Jourdain, Emerick (3)

#### **Resolution Establishing 2024-2025 Board Priorities (2024-0037)**

Ellison moved to approve Resolution 2024-0037, Establishing 2024-2025 Board Priorities.

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

Aye: Abdi, El-Amin, Cerrillo, Norvell, Beachy, Ellison (6)

Nay: (0)

Abstain: (0)

Absent: Feerayarre, Jourdain, Emerick (3)

#### **ADJOURNMENT**

Without objection, Chair Beachy adjourned the meeting at 5:44 p.m.

**Secretary Notations:**

- Minutes submitted by Ryan Strack, Assistant to the Superintendent and Board
- Meeting materials:  
<https://meetings.boardbook.org/Public/Agenda/1807?meeting=640836>
- Minutes approved: August 6, 2024

**Attachments:** *(added upon approval of minutes)*

- Resolution Establishing 2024-2025 Board Priorities (2024-0037)

**Approvals:**

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Collin Beachy, Chair

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Lori Norvell, Clerk

DRAFT



# Superintendent's Report

## Regular Business Meeting

August 6, 2024

# Superintendent's Update

Superintendent Dr. Lisa Sayles-Adams

# Operating Referendum and Capital Project Levy Update

Ryan Strack, Assistant to the  
Superintendent and Board



## **Minneapolis Public Schools**

Operating Referendum - Board Renewal of Expiring Authority  
Capital Project Levy - Revoke and Replace of Current Authority

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# Operating Referendum

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November election ballot question, stated per pupil, estimated MPS cap for Taxes Payable 2025 / Fiscal Year 2025-26 is \$2,369.61  
(no cap for sparsity districts)

Allows districts to generate additional general education revenue

Revenue can be a combination of local property tax levies & state aid (MPS does not qualify for any aid)

Annual levy, maximum length of 10 years

Taxes spread on Referendum Market Value  
(most property types pay same taxes per dollar of property value)

Revenue may be used for any operating or capital expenses  
(e.g. staff salaries & benefits, utilities, supplies, technology)

# Capital Project Levy (CPL) Referendum

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Election ballot question,  
stated tax rate

Allows districts to generate  
additional revenue for  
technology and capital  
projects

Revenue provided through  
local property tax levies

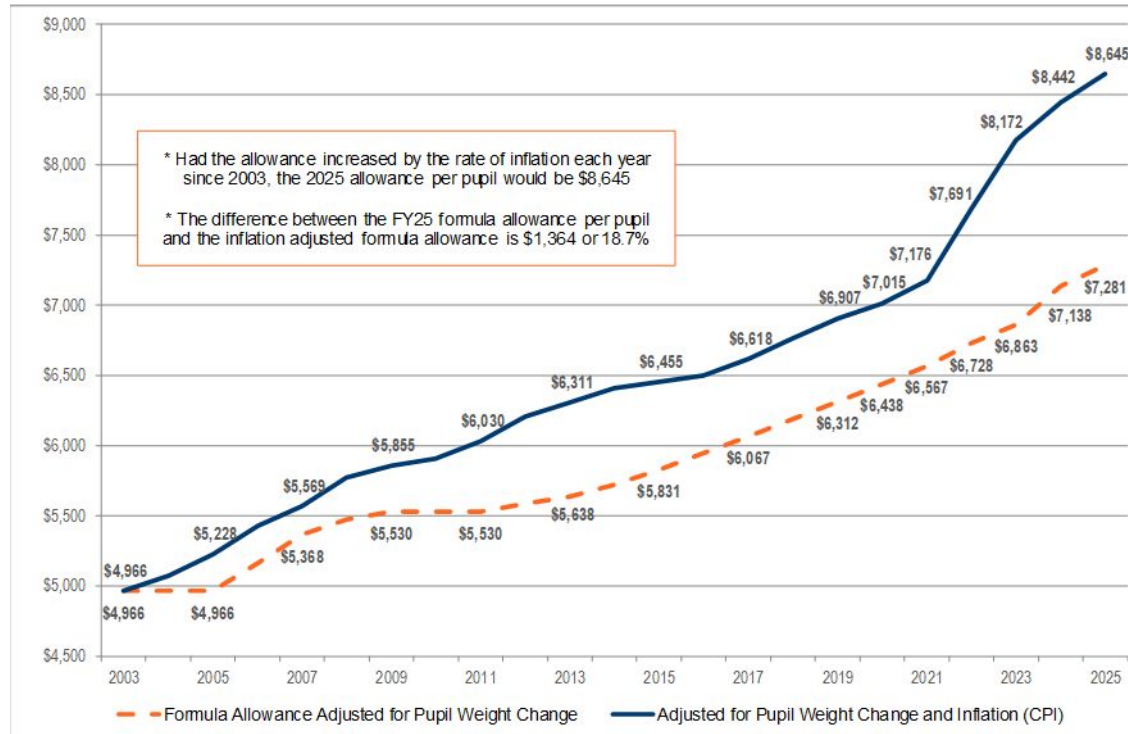
Annual levy, maximum  
length of 10 years

Taxes spread on Net Tax  
Capacity  
(All taxpayers pay, but may pay  
different amounts based on the type  
of property)

Revenue may be used for  
items consistent with the  
ballot language

# General Education Formula Allowance

General Education Formula Allowance, 2003-2025  
Adjusted for Pupil Weight Change and Inflation (CPI)



# Reliance on Referendums

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- Other funding sources (e.g., special education) also have not kept pace with inflation or costs of providing services
- Only options for districts to bridge funding gap are to cut budgets or request operating referendum and/or capital project levy revenue authority from voters; most districts have done both

# Referendum Allowances

Election Year	Taxes Payable	Fiscal Year	Per Pupil*	Board Renewal*		Tax Rate	Last Year to Renew Expiring Authority
			Operating Referendum	First Date	Deadline	Capital Project Levy	
2022	2023	2024	2,252.29			2.249%	
2023	2024	2025	2,313.80			2.249%	
2024	2025	2026	2,377.32	July 1, 2023	June 15, 2025	2.249%	
2025	2026	2027	0.00			0.000%	^^
2026	2027	2028	0.00			0.000%	

## Estimated Revenue for Fiscal Year 2025

Operating Referendum	\$	67,231,902
Capital Project Levy	\$	17,114,245

Estimated FY 2025 CPL Revenue Per Pupil: \$ 586.40

## Notes:

- \* Represents total of 2 authorities approved by voters in the following elections: November 8, 2016 (9 year term) and November 6, 2018 (7 year term). Both authorities are subject to annual inflationary increases.
- \*\* Minnesota Statutes, Section 126C.17 allows school boards to renew existing operating referendum authorities one-time for the same term and same amount.

^^ Last year to renew expiring capital project levy.

# School Board Renewal of Operating Referendum

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- Renew up to the same authority and length
  - ✓ Authority of \$1,604.31 per pupil was approved in election held on November 8, 2016 for a 9 year term, subject to annual inflationary increases
  - ✓ Authority of \$490 per pupil was approved in election held on November 6, 2018 election for a 7 year term, subject to annual inflationary increases
  - ✓ With inflationary increases and other legislative adjustments, total estimated authority for taxes payable in 2025/Fiscal Year 2025-26 is \$2,377.32; current estimate of statutory cap is \$2,369.61
- Must allow for public comment (can be at same meeting)
- Board approves a resolution and submits to MDE and Hennepin County

# School Board Renewal Information

Expiration	Timeframe to Renew	# Authorities	# Board Renewed	# Ask Voters	In Progress
FY24	5/25/23-6/15/23	13	13	0	0
FY25	5/25/23-6/15/24	16	15	1*	0
FY26	7/1/23-6/15/25	49	14	0	35

\*District requested longer term and an inflationary factor that was not included in the original authority.

# Proposed CPL Increase – Estimated Tax Impact

Year Taxes are Payable		2025		
		Revoked Authority	New Authority	Net Change
Annual Revenue (Fiscal Year 2025-26)		-\$18,142,268	\$38,142,268	\$20,000,000
Type of Property	Estimated Market Value	Estimated Taxes for Capital Project Levy*		
	\$100,000	-\$16	\$34	\$18
	150,000	-31	64	33
	200,000	-45	94	49
	250,000	-59	124	65
Residential	300,000	-73	154	81
Homestead	350,000	-88	184	96
	400,000	-102	214	112
	500,000	-130	274	144
	600,000	-164	344	180
	700,000	-196	413	217
	800,000	-229	481	252

# Proposed CPL Increase – Estimated Tax Impact

Year Taxes are Payable		2025		
		Revoked Authority	New Authority	Net Change
<b>Annual Revenue (Fiscal Year 2025-26)</b>		<b>-\$18,142,268</b>	<b>\$38,142,268</b>	<b>\$20,000,000</b>
Type of Property	Estimated Market Value	Estimated Taxes for Capital Project Levy*		
Commercial/ Industrial +	\$100,000	-\$26	\$55	\$29
	250,000	-74	155	81
	500,000	-160	336	176
	1,000,000	-333	700	367
	2,500,000	-852	1,791	939
Apartments and Residential Non-Homestead	\$250,000	-\$82	\$172	\$90
	500,000	-164	344	180
	1,000,000	-327	688	361
	2,000,000	-654	1,376	722

# When Would Additional CPL Revenue be Available?

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November 5,  
2024

- Capital Project Levy Vote

December  
2024

- School Board certifies the levy

Taxes Payable  
2025

- 1<sup>st</sup> year of new tax levy

Fiscal Year  
2025-26

- 1<sup>st</sup> year revenue is available

# State Property Tax Refunds & Deferral

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- State of Minnesota has two tax refund programs & one tax deferral program available for owners of homestead property
- Programs may reduce net tax burden for local taxpayers, when property owners complete & submit forms
- For help with forms & instructions
  - ✓ Consult your tax professional, or
  - ✓ Visit Department of Revenue web site at [www.revenue.state.mn.us](http://www.revenue.state.mn.us)

# State Property Tax Refunds & Deferral

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## Homestead Credit Refund

- Available for all homestead property, both residential & agricultural - house, garage & one acre (HGA) only
- Refund is sliding scale, based on total property taxes & income (maximum refund is \$3,310 for homeowners & \$2,640 for renters)

## Special Property Tax Refund

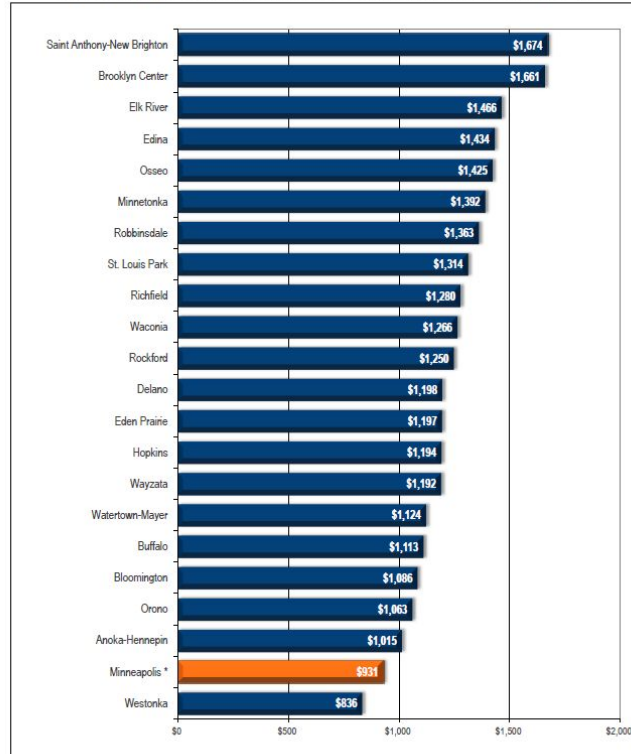
- Available for all homestead property, both residential & agricultural (HGA only) with a gross tax increase of at least 12% & \$100 over prior year
- Refund is 60% of tax increase that exceeds greater of 12% or \$100 (max \$1,000)

## Senior Citizen Property Tax Deferral

- Allows people 65 years of age or older with household income of \$96,000 or less to defer a portion of property taxes on their home
- Deferred property taxes plus accrued interest must be paid when home is sold or homeowner(s) dies

# Pay 2024 School District Taxes

Hennepin County School Districts  
Total School Property Taxes Payable 2024 on a Home with an Estimated Market Value of \$300,000



Source: Hennepin County Final Taxes Payable 2024 Tax Rates  
\* Minneapolis is calculated using tax rates for properties located in Watershed 2

# Questions?

## Minneapolis Public Schools

### List A: All Employees: Tuesday, August 6, 2024

#### Hiring - Licensed

Darcy Bodger	Occupational, Physical Therapists	Teacher, Occupational Therapist	8/11/2024
Joseph Carlyon	Career and Technical Education	Teacher, Work Experience Coordinator	8/11/2024
Ricardo Desantiago-Torres	Andersen Middle	Assistant Principal, Middle School	7/1/2024
Maureen Dowling	Roosevelt High	Teacher, TOSA General	7/1/2024
Anne Floyd	Psychology Services	Teacher, Psychology Services	8/11/2024
Taylor Foti	Occupational, Physical Therapists	Teacher, Occupational Therapist	8/11/2024
Katherine Frederickson	Psychology Services	Teacher, Psychology Services	6/21/2024
Jenna Garcia	Armatage Elementary	Teacher, Special Education	7/1/2024
Tiffany Harris	Special Ed Program 3	Teacher, District Program Facilitator	8/8/2024
Jodi Henderson	Psychology Services	Teacher, Psychology Services	8/11/2024
Kristine Hulett	Occupational, Physical Therapists	Teacher, Occupational Therapist	8/11/2024
Maureen Hunt	MPS Metro HA	Teacher, Music	7/1/2024
Kevin Jachymowski	Seward Elementary	Assistant Principal, Elementary	7/15/2024
Grace Jefferson	Psychology Services	Teacher, Psychology Services	8/11/2024
Erin Jensen	Olson Middle	Assistant Principal, Middle School	7/1/2024
Audrey Karlstad	Northeast Middle	Teacher, Interventionist (Math)	8/11/2024
Ji Won Kim	Psychology Services	Teacher, Psychology Services	8/11/2024
Elizabeth Kinsey Hawley	Psychology Services	Teacher, Psychology Services	8/11/2024
Sarah Lanoue	Occupational, Physical Therapists	Teacher, Occupational Therapist	8/11/2024
Elizabeth Larson	Las Estrellas Elementary	Teacher, Music	7/2/2024
Anthony Liuzzi	Howe Elementary	Teacher, Interventionist (Elementary)	7/1/2024

## Minneapolis Public Schools

### List A: All Employees: Tuesday, August 6, 2024

#### Hiring - Licensed

Tyler Martin	Whittier Elementary	Assistant Principal, Elementary	7/8/2024
Amanda Meidl	Kenwood Elementary	Teacher, Special Education	8/11/2024
Cole Melbostad	Heritage Academy High	Teacher, Math	8/11/2024
Sonja Menard	Cityview Elementary	Teacher, Advanced Learner	7/1/2024
Aria Nguyen	Northeast Middle	Teacher, Math	8/11/2024
La Tonya Overton	Bethune Elementary	Principal, Elementary	7/1/2024
Janet Parker	Hall Academy Elementary	Teacher, Library Media Specialist	7/1/2024
Sophia Pellizzer	Psychology Services	Teacher, Psychology Services	8/11/2024
Andrew Pritchard	Lake Nokomis Wenonah Elementary	Teacher, Physical Education	6/23/2024
Reham Raka	Justice Page Middle	Teacher, World Languages (Arabic)	7/1/2024
Epiphany Rhoads	Webster Elementary	Teacher, Music	8/11/2024
Michael Robinson	Barton Elementary	Teacher, Music	7/1/2024
Mary Salveson	Occupational, Physical Therapists	Teacher, Occupational Therapist	8/11/2024
Elizabeth Stretch	Career and Technical Education	Teacher, CTE (Education & Training)	8/11/2024
Jolene Tomihiro	Barton Elementary	Teacher, TOSA Instructional Specialist	7/1/2024
Rebecca Totzke	Armatage Elementary	Teacher, Advanced Learner	7/1/2024
Sondra Tryan	Occupational, Physical Therapists	Teacher, Occupational Therapist	8/11/2024
Bona Usha	Wellstone High	Teacher, Counselor	7/1/2024
Jocelyn Walsh	Speech Language Clinicians	Teacher, Speech Language Clinician	8/11/2024
Anna Whiting	Northrop Elementary	Teacher, Advanced Learner	7/1/2024
Pang Xiong	Marcy Elementary	Teacher, Interventionist (Math)	7/1/2024

## Minneapolis Public Schools

### List A: All Employees: Tuesday, August 6, 2024

#### Hiring - Licensed

Victoria Zinda	Ella Baker PK-8	Teacher, English Second Language	7/1/2024
Cassandra Zonnefeld	Andersen Middle	Teacher, Social Worker	7/1/2024

#### Hiring - Non Licensed

William Adell	CWS, Site Group 4 - Central East	Food Service Coordinator, Senior	8/12/2024
Lisa Benson	Armatage Elementary	Associate Educator	7/1/2024
Lisa Benson	Armatage Elementary	Special Education Assistant	7/1/2024
Stephanie Cardwell	CWS, Site Group 5 - Southwest	Food Service Assistant	8/12/2024
David Carrington	Cityview Elementary	Special Education Assistant	8/26/2024
Tia Clasen	Division of Academics	Senior Academic Officer	7/18/2024
Mark Coykendall	Engineers, Zone 2	Custodian	7/22/2024
Amanda Deleon	CWS, Site Group 3 - Central West	School Cook	6/12/2024
Patrick Farwig	Kenny Elementary	Associate Educator	7/1/2024
Gregorio Gomez Alvarado	Anthony Middle	Associate Educator	7/1/2024
Aundreta Harris	Homeless and Highly Mobile	Project Coordinator	7/15/2024
Tarek Hassan	Strategic Procurement & Contract Mgmt.	Buyer, Senior	7/22/2024
Marissa Hefferan	Minneapolis Kids	Child Care Assistant	7/8/2024
Lamont Hicks	CWS, Production	CWS Production Assistant	6/10/2024
Aurora Hinze	Webster Elementary	Special Education Assistant	8/26/2024
Stacy Kabatay	Anishinabe Academy Elementary	Associate Educator	7/1/2024
Pamela Maile	Homeless and Highly Mobile	Project Coordinator	8/5/2024
Juan Natera Echandia	Engineers, Zone 1	Custodian, Senior	6/17/2024

## Minneapolis Public Schools

### List A: All Employees: Tuesday, August 6, 2024

#### Hiring - Non Licensed

Juan Natera Echandia	Engineers, Zone 1	Custodian, Senior	6/17/2024
Sofia Nikula	Webster Elementary	Special Education Assistant	8/26/2024
Thomas Parent	Division of Operations	Senior Operations Officer	7/15/2024
Noah Peterson	Dowling Elementary	Special Education Assistant	8/26/2024
Jakraya Sims	Olson Middle	Special Education Assistant	8/26/2024
Madison Taylor	CWS, Wellness	Coordinator, Farm to School Program	7/22/2024
Houa Thao	Hmong International Academy Elementary	Associate Educator	7/1/2024
Ty Thompson	Office of the Deputy Superintendent	Deputy Superintendent	7/1/2024
Robin Villarreal	Teacher Development	Manager, Teacher Development	7/8/2024
Destiny Ware	CWS, Site Group 3 - Central West	Food Service Assistant	6/10/2024
Daniel Wathum-Ocama	Special Ed Department	K-12 Content Lead	7/29/2024

**Discharges**

**Licensed**

**Non-Licensed**

Special Education Assistant	06-14-2024	2024-08-ER-6643
School Cook	06-14-2024	2024-08-ER-6647
Food Service Assistant	05-24-2024	2024-08-ER-6582

**Non-Represented**

**Probationary Separations**

**Licensed**

**Licensed, Staff Reduction**

**Licensed, Discontinuance of Contract**

Teacher	05-14-2024	2024-06-ER-6557
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**Non-Licensed**

Special Education Assistant	06-14-2024	2024-08-ER-6672
Special Education Assistant	06-14-2024	2024-08-ER-6671
Custodian	06-26-2024	2024-08-ER-6687
Special Education Assistant	05-10-2024	2024-08-ER-6688
Special Education Assistant	05-10-2024	2024-08-ER-6685

**Non-Licensed, Staff Reduction**

**Layoffs**

**Licensed**

**Non-Licensed**

Specialist	08-01-2024	2024-08-ER-6677
Coordinator	08-31-2024	2024-08-ER-6677

**Administrative Contract Non-Renewals**

**Contract between Special School District Number 1  
and Achieve Twin Cities  
For Support of the Career and College Initiative**

**THIS CONTRACT**, entered into this 1<sup>st</sup> day of July, 2024 by and between Special School District No. 1, acting through the Board of Education, (herein called the “School District”) and Achieve Twin Cities, a Minnesota nonprofit corporation, (herein called the “Contractor”). The School District enters into contract with the contractor for the amount of **\$500,000**, which covers a portion of the total program budget for the operation of the Career and College Centers (herein called the “CCC”) and contributing to the School District’s college and career readiness system.

**WHEREAS**, the School District is committed to increasing academic achievement for all students and to ensuring that every student who graduates from Minneapolis Public Schools is college and career ready; and

**WHEREAS**, the Contractor has represented itself as experienced in providing services that prepare students to succeed in college, careers and work; and

**WHEREAS**, the School District wishes to engage the Contractor to provide said services under the terms of this Contract (the “Contract”);

**NOW THEREFORE**, it is agreed between the parties hereto that;

**I. TIME OF PERFORMANCE**

Services of the Contractor shall begin on the 1<sup>st</sup> day of July, 2024, and shall continue until the 30<sup>th</sup> day of June, 2025, or until terminated by either party as provided for in Part II, General Conditions, attached hereto.

**II. COMPENSATION**

It is expressly agreed and understood that all compensation including reimbursable expenses, if any, to be paid by the School District under this Contract shall not under any circumstances exceed \$500,000; for services as defined in this Contract in accordance with a project budget approved by the School District, that is on file with the School District’s designated Representative.

Expense Reimbursement. Reimbursable expenses shall be paid quarterly upon proper submission of itemized invoices to the School District. The School District agrees to pay for reimbursable expenses, within thirty (30) days of receipt of invoice, for only expenses as per the approved budget, and in compliance with this Contract.

### III. BUDGET

This Contract for \$500,000 represents a portion of the total program budget for College & Career Center services.

### IV. SCHOOL DISTRICTS RESPONSIBILITIES

School district agrees to fully support the comprehensive career & college readiness programming in partnership with Achieve Twin Cities.

*Support the integration of Achieve Twin Cities staff within the school and district:*

- Provide access to district curricular resources, training, and professional development (as appropriate), as pertains to career and college readiness and/or the career pathways initiative
- Engage in regular meetings between representatives from the MPS Department of Student Support Services and the Achieve Twin Cities Career and College Readiness Team to align on a district vision and strategy for the partnership, analyze student data, and assess progress of the work
- Support partnership development between Achieve Twin Cities staff and school staff, including administrators, counseling teams, WBL teachers, and other staff as needed.
- Assist the development of an aligned vision and clear roles and responsibilities between Achieve Twin Cities and each partner school team, and support positive relationship development to foster a productive working environment.

*Provide access to buildings and materials to deliver services:*

- Provide access to a space within the school (stand-alone if at all possible) for the CCC that functions as the office of the Achieve Twin Cities Career and College Center Coordinator ("Coordinator") and the meeting and program space for student advising activities. The Coordinator will share ownership and usage of the space, including activities run by other programs and staff. School district also agrees to outfit all CCCs with functioning desks, tables, chairs, a dedicated phone, and technology in alignment with school operations (e.g. desktop computers, Chromebook cart, etc)
- Provide access to district technology including a district staff laptop for the coordinator that is updated at least every five years and access to printers, copiers, and other relevant school technology.
- Provide access to student-level data in accordance with an annual data agreement approved by both the School District and Achieve Twin Cities.

- Provide Achieve Twin Cities with a district staff badge as well as access to safety and security policies, including school-based training and procedures, and communication tools to access the school safety system.
- Provide Achieve Twin Cities staff with a district email address and access to district platforms and communication tools, including: Infinite Campus, Xellow, Clever, and Google Suite. School district will ensure all Achieve coordinators receive relevant school and district-wide communications.

## V. **CONTRACTOR RESPONSIBILITIES**

Contractor agrees to provide comprehensive career and college readiness services as outlined below to MPS high school students at Edison, Camden, North, Roosevelt, South, Southwest, Washburn, Wellstone, Longfellow, FAIR, and Heritage, MPS Online, as well as the district Contract Alternative Program. The contracted amount of \$500,000 covers a portion of the cost of staffing the Career and College Centers with Coordinators and providing the comprehensive services outlined below.

### **Scope of Service:**

*Achieve Twin Cities CCR Program provides student-centered, postsecondary planning support to all students within our partner schools. By prioritizing students who face the most barriers to career & college success, we strive to reduce disparities in postsecondary education and high-wage career attainment.*

### **Partnership: We partner with Minneapolis public high schools to provide dedicated, professional CCR expertise and capacity**

*Achieve Twin Cities leadership at the district level will:*

- Contribute expertise to MPS Counseling Department in designing and implementing a district-wide career and college readiness system with common goals, strategies and processes, metrics and evaluation.
- Build relationships and meet monthly (more frequently when necessary) with representatives of the MPS Counseling Department to review implementation of system elements across all sites, coordinate work, solve problems, remove barriers, and analyze progress on key metrics.
- Participate in joint district-wide meetings of counselors and coordinators to coordinate work and share professional development.

- Partner with other school district departments (e.g. CTE, Student Support) in efforts to increase all staff ownership of, and commitment to, implementing the college and career readiness system.

*Achieve Twin Cities coordinators at the school level will:*

- Partner with school counseling teams to develop and deliver high quality, school-wide CCR services.
- Serve as a liaison and manage external college access, postsecondary, and other CCR program partnerships.
- Identify additional school staff to collaborate with on school wide CCR initiatives.
- Share CCR data with counseling, admin, and district leadership.
- Co-implement district Career and College Readiness curriculum (MLP).
- Operate the physical Career and College Center or other hub of CCR activity in the school.

*Achieve Twin Cities leadership at the organizational level will:*

- Provide direct supervision to coordinators and build organizational relationships with school leaders, including principal, counseling department chair, or designees to align on vision, goals, and strategy.
- Manage the central coordination of CCR-related data and student postsecondary plan progress monitoring.
- Develop and deliver professional development, training and resources for coordinators through off-site bi-monthly meetings.
- Ensure we are aligning with national career & college readiness programming best practices (i.e. MDE, OHE, NCAN, etc.)

*Coordinators will deliver the following direct services to all students in their building, prioritizing students facing the most barriers to postsecondary success. They will customize their approach through partnership and collaboration with their school counseling team and all decisions and programming are ultimately approved by the school principal or assigned building leader.*

**Advising: We provide individualized, student-centered advising to foster student self-discovery and agency in their postsecondary transition**

- Engage in 1:1 advising sessions with students both through planned, scheduled and targeted conversations as well as “drop-in” hours to support students through the postsecondary transition stages:
  - Self Knowledge
    - Decision making skills
    - Problem-solving skills
    - Self-advocacy skills
    - Identifying interests and strengths
  - Career Pathway Knowledge
    - Connecting interests and strengths to potential careers
    - Career research and exploration
  - Postsecondary Plan Development & Completion
    - Postsecondary plan research
    - Postsecondary plan applications
    - Financial aid & scholarship applications
    - Financial planning & literacy
- Lead the management and tracking of individual student postsecondary plans and related CCR metrics

**Coordinating: We coordinate both targeted & universal resources and opportunities for students to increase career & college pathway knowledge.**

- Connect students to CCR opportunities, such as college access programs, internships, summer programs, jobs, and more
- Manage school level college access program partnerships and serve as a liaison to the counseling department to support shared services and positive student outcomes.
- Facilitate postsecondary program partnerships and coordinate visits from representatives to the school (including college reps, military reps, scholarship reps, etc.)
- Deliver CCR classroom lessons and workshops on career exploration and postsecondary planning topics

- Create & host experiential CCR events (such as college fairs, college tours, family CCR events, broad career exposure opportunities)
- Maintain CCR-related communications & resources (newsletter, google site, etc.)

### **Outcomes and Measurable Goals**

*MPS Counseling Department and Achieve Twin Cities CCR Program will collaborate to accomplish the following outcomes. We will evaluate our progress towards these outcomes with the associated indicators.*

- Overall long term outcomes:
  - All MPS graduates enter into postsecondary opportunities that lead to purposeful, life-sustaining careers.
  - Reduce disparities in postsecondary education and high-wage career attainment

### **Partnership:**

- Short term outcomes:
  - Shared understanding of CCR goals & priorities at the school & district level
  - School & district staff are knowledgeable about students' postsecondary outcomes
- Medium term outcome:
  - School and district leadership cultivate a strong CCR culture
  - Increased alignment in CCR strategy across schools

### **Advising & Coordinating:**

- Short term outcomes:
  - Students learn decision making and self-advocacy skills related to postsecondary transition
  - Students identify personal strengths and career interests that is informed by their identity and cultural context
  - Students understand relevant career paths and the required college or training
- Medium term outcomes:
  - Students select a postsecondary pathway toward a career aligned with their interests, strengths and goals
  - Seniors complete postsecondary plans, including application and financial plan, that align with skills and career interest

## Goals and Targets: \*

To measure progress towards the listed outcomes, Achieve Twin Cities commits to reach the following targets regarding student access to Achieve services:

- 70% of seniors engage in individual advising with an Achieve coordinator
- 90% of seniors engage in at least one Achieve activity
- 50% of all students engage in at least one Achieve activity
- 4/6 target subgroups (African American, Hispanic, American Indian, Asian, FRL, HHM) engage in Achieve services at a higher-than-average rate

MPS Department of Counseling Services and Achieve Twin Cities collaboratively commit to reach the following student postsecondary targets:

- 95% Seniors identify a postsecondary plan
- 5% increase in seniors with a completed (applied) postsecondary plan
- 5% increase in college applications (transcript requests) for each of the following target subgroups: African American, Hispanic, Amer Indian, Asian, FRL
- 5% increase in overall rate of Seniors completing the FAFSA/DA
- 90% of college-intending seniors (seniors who have submitted a college application) complete the FAFSA/DA in each of the following target subgroups: (African American, Hispanic, Amer Indian, Asian, FRL, HHM)

*\*These goals reflect the 2023-2024 school year. Given shifts to staffing capacity and the need to reflect on outcomes from the 2023-2024 school year, these targets will be revisited in the summer of 2024 and updated before the start of the 2024-2025 school year.*

## Reports

Contractor agrees to partner with the representatives of the MPS College & Career Readiness team to provide and document the proposed outputs and services detailed above. Contractor agrees to provide quarterly disaggregated (F/R, Race, SPED, ESL) reports on activities and outputs to the MPS Executive Director of Student Support

Services, Meghan Hickey, Director of Counseling and Gear Up, Jeremy Miller, and MPS Lead Counselor, Debbie Nelson.

**VI. NOTICES**

Any notice or demand, which may or must be given or made by a party to this Contract, under the terms of this Contract or any law or regulation, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

**CONTRACTOR**

Danielle Grant  
President and CEO  
Achieve Twin Cities  
2829 University Ave SE, Suite 850  
Minneapolis, MN 55414  
Phone: 612-455-1530  
Email: [dgrant@AchieveTwinCities.org](mailto:dgrant@AchieveTwinCities.org)

**SCHOOL DISTRICT**

Meghan Hickey  
Executive Director of Student Support Services  
1250 W Broadway Ave, Minneapolis, MN 55411  
Phone: 763-352-6964  
Email: [meghan.hickey@mpls.k12.mn.us](mailto:meghan.hickey@mpls.k12.mn.us)

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received when it is actually received. Any notice delivered by hand shall be deemed received upon actual delivery.

**VI. TERMS AND CONDITIONS**

This Contract is subject to and incorporates all the terms and conditions set forth in Exhibit A General Conditions attached hereto.

**VII. INSURANCE**

Contractor agrees to keep in force during the term of this agreement adequate insurance by an insurer or company acceptable to the School District in the School District's reasonable discretion. Contractor's policy of insurance shall have a limit of at least the tort liability limits set forth in Minnesota Statute 466.04 and statutory workers compensation coverage. Such policy shall contain a provision that the policy shall not be cancelled without a thirty (30) day written notice to the District. Contractor shall name the School District as an additional insured with respect to Contractor's use of

and/or access to the Premises. Contractor must deliver to the School District certificates of insurance or copies of policies of insurance showing this coverage to be in effect with premiums fully paid prior to access to the Premises.

**VIII. INDEMNIFICATION**

- A. Contractor shall indemnify and save and hold the School District, its employees, officers, directors, subcontractors and agents (collectively “Employees”) harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorneys’ fees, for injury to property or persons, occurring or allegedly occurring in, on or about Contractor’s property, based on conduct committed by Contractor or by its employees, officers, directors, subcontractors, or agents (collectively “Employees”). Upon timely written notice from the School District, Contractor shall defend the School District in any such action or proceeding brought against School District.
- B. Unless the claim is a claim from which School District is immune, School District shall indemnify and hold Contractor, and its Employees, harmless against any and all claims, demands, suits, costs, judgments or other forms of liability to third parties, actual or claimed, including attorneys’ fees, for injury to property or persons, occurring or allegedly occurring in or about School District property from conduct committed by the School District or by its Employees. Upon timely written notice from Contractor, the School District shall defend Contractor in any action within the scope of this subparagraph B. that is brought against Contractor.
- C. The foregoing provisions shall not be deemed a waiver of any kind of applicable limitations of liability to third parties provided or available to School District.

**IX. RELATIONSHIP OF THE PARTIES**

Contractor is to be and shall remain an independent contractor with respect to all services performed under this Contract. Contractor represents that it has, or will secure at its own expense, all personnel required to perform services under this Contract.

**X. AMENDMENTS**

Any alterations, variations, modifications, or waivers of provisions of this Contract including any attachments, shall be valid only when they have been reduced to writing as an amendment to this Contract and duly signed by the parties hereto. In the event any provision of this Contract is found to be contrary to state or federal law, then such provision shall be deemed invalid except to the extent permitted by law, but all other provisions of the Contract shall continue in full force and effect. The parties agree to attempt to renegotiate in good faith any provision deemed invalid because it is contrary to state or federal law.

**XI. TERMINATION OF CONTRACT**

- A. Without Cause. This Contract or a portion thereof may be canceled by either party, without cause, upon thirty (30) days' written notice to the other party, or at any time with the mutual consent of the parties.
- B. With Cause. If either party to this Contract defaults or fails to perform any portion of the Contract, the non-defaulting party may cancel the Contract on ten days' notice.
- C. Steps After Notice of Cancellation. After receipt of notice of cancellation, and except as otherwise directed, Contractor shall discontinue provision of services on that date or on the date specified in the notice of cancellation and follow all other School District directives. Contractor agrees to return all private education records about MPS students.

## **XII. REMEDIES/CURES**

- A. No Obligation to Pay. The School District shall not be obligated to pay for services provided in an unsatisfactory manner in its sole discretion provided that, the School District shall give Contractor at least thirty (30) days' notice of its reasons for the dissatisfaction. If, in that 30-day period, Contractor alters its service to the School District's satisfaction, then there shall be no interruption in payment.
- B. Liability for Damages and Right to Set Off. Notwithstanding the above, Contractor shall not be relieved of liability to the School District for damages sustained by the School District by virtue of any breach of this Contract by Contractor, and the School District may withhold payments to Contractor for the purpose of set-off.
- C. Nonexclusive Remedy. Any right or remedy provided in this Contract is not the exclusive right or remedy of either party for any default by the other party, but is in addition to any other right or remedy hereunder or allowed by law or equity.
- D. No Waiver. Either party's failure to insist upon strict performance of any requirement of the Contract or to exercise any right contained in the Contract, shall not be a waiver or relinquishment of any requirement.

## **XIII. MINNESOTA LAW TO GOVERN**

This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to the Contract shall be originated in the State of Minnesota.

## **XIV. ENTIRE CONTRACT**

This Contract shall constitute the full and complete Contract between the parties to the Contract. All prior representations, understandings and agreements are merged

into this Contract and are superseded by this Contract. Except as otherwise provided herein, the covenants and agreements herein contained shall bind and inure to the benefit of District, its successors and assigns, and Provider and its successors and assigns. Attachments A and B are attached hereto and incorporated by reference.

**IN WITNESS WHEREOF**, the Parties have executed this Contract as of the date first written above.

**FOR THE Contractor:**

Federal ID No. 41-1425264

By: \_\_\_\_\_

Danielle Grant

Its: President and CEO

Date: \_\_\_\_\_

**FOR THE School District:**

By \_\_\_\_\_

Special School District 1 Board of Education

Date: \_\_\_\_\_

## **EXHIBIT A – GENERAL CONDITIONS**

1. **Interest of Members of the School District**

The Contractor agrees that no member of the governing body, officer, employee or agent of the School District shall have any interest, financial or otherwise, direct or indirect, in the Contract.

2. **Equal Opportunity Statement**

Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

3. **Non-Discrimination**

During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. The Contractor will take affirmative action to ensure that applicants for employment and employees are treated without unlawful discrimination or harassment because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, all required notices that set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination.

4. **Transfer of Interest**

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of

the School District, provided, however, that claims for money due or to income due to the Contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the School District. The Contractor shall not subcontract any services under this Contract without prior approval of the School District Representative designated herein.

5. General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this contract.

6. Performance Monitoring

The School District will monitor the performance of the Contractor against goals and performance standards described herein. Substandard performance as determined by the School District will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the School District, Contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the School District Representative designated herein. The School District Representative shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

7. Independent Contract

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the School District; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

8. Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Contract.

9. Data Privacy

For purposes of this Contract all data on individuals created, collected, received, stored, used, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Data Practices Act, Minn. Stat. Chapter 13 and the

Minnesota Rules implementing the Act now in force or hereafter adopted as well as any applicable Federal laws on data privacy, and Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. All subcontracts shall contain this paragraph or similar data privacy compliance requirements.

10. Records Disclosure/Retention

Contractor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract may be subject to the examination, duplication, transcription and audit by the School District and the State Auditor, in accordance with Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

11. Worker Health, Safety and Training

Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Each 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 to be performed by Contractor. Each Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12. Bureau of Citizenship and Immigration Services (BCIS) Requirements

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. Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall be made available to the School District upon approval of the final report or upon request by the School District at any time before then. The School District may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

14. Conflict of Interest / Code of Ethics

Contractor agrees to be bound by the School District's Code of Ethics. Contractor certifies that to the best of its knowledge all School District employees and officers participating in

this Contract have also complied with that Code. It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the School District to void this Contract. All questions relative to this section shall be referred to the School District and shall be promptly answered.

#### 15. BACKGROUND CHECKS

1.1 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.

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



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

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

### 1. TERM OF CONTRACT

- 1.1. This Contract is effective on 08/06/24 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 8/1/25 or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2. Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

### 2. SCOPE OF WORK

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

### 3. CONSIDERATION AND TERMS OF PAYMENT

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



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3.1. Total Obligation.

3.2. District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, would be based on the "Quote for Services 2024-2025 School Year." Payment terms are on an hourly basis. Nursing rates will not exceed \$85/hour for Licensed School Nurses, and \$63/hour for Licensed Practical Nurses. Rates for School Social workers shall not exceed \$75/hour. Rates for School Counselors shall not exceed \$78/hour. This is a contingency contract as and when needed.

3.3. Frequency of Invoicing and Terms of Payment.

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

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

3.4. Taxes.

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

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

### 3.5. Fund Availability; Federal Funds Contingency.

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

## 4. GENERAL TERMS AND CONDITIONS

4.1. The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless 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



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

## 7. DATA PRIVACY

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

## 8. STUDENT DATA

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

- 8.1.2. Contractors will obtain a District release of information on each individual student, and access information solely through the District's Community Partner Portal. Releases of information are accepted on an ongoing basis.
- 8.1.3. Contractors needing basic, de-identified and aggregate student data, as defined by the District, must contact Partnership Evaluation ([partnership.evaluation@mpls.k12.mn.us](mailto:partnership.evaluation@mpls.k12.mn.us)). Basic reports are subject to a fee.
- 8.1.4. Contractors needing data for research or evaluation must contact the District's Research, Evaluation and Assessment (<http://rea.mpls.k12.mn.us>) and follow the applicable processes. Requests are also subject to a fee.
- 8.1.5. Contractors applying for grants that need District student data for reporting purposes are required to contact Resource Development and Innovation (<http://rdi.mpls.k12.mn.us>) for a letter of support and approval.
- 8.2. If Contractor has been hired to do work as an agent for the District, Contractor agrees that when it receives data it shall do the following:
  - 8.2.1. Ensure that all student/family information will be treated as confidential information. Such information will not be discussed, shared or released unless needed to perform the task for which Contractor was selected;
  - 8.2.2. Ensure that no copies of data are made. If copies are made, all copies must be shredded or returned to the District;
  - 8.2.3. Establish policies and procedures to protect the confidentiality of the data;
  - 8.2.4. Securely destroy all data at the end of the Contract or within one year if the data is needed;
  - 8.2.5. Inform the District, in writing, about any data breach that occurs (letter must include specific information about what happened, when, and proposed method for resolving the issue);
  - 8.2.6. Allow the district to review and approve any reported results, prior to public distribution.

## 9. USE OF DISTRICT SPACE

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

## 10. USE OF DISTRICT NAME OR LOGO

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

## 11. MALTREATMENT OF MINORS REPORTING ACT

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

## 12. PROFESSIONAL STANDARDS OF BEHAVIOR

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

## 13. OWNERSHIP OF MATERIAL

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

## 14. INDEPENDENT CONTRACTOR

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



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contesting or defending against any responsibility therefore which is asserted against District to the extent permitted by law.

## 15. WORKER HEALTH, SAFETY AND TRAINING

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

## 16. BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

## 17. INSURANCE

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

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

- 17.3. Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.
- 17.4. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is canceled.

## 18. INDEMNIFICATION

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

## 19. LIMITATION ON LIABILITY

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

## 20. CONFLICT OF INTEREST/CODE OF ETHICS

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

## 21. COMPLIANCE WITH LAWS AND DEBARMENT

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

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

## 22. TERMINATION

- 22.1. The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after receipt of notice of termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.
- 22.2. District may terminate this Contract in whole or in part for Cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. In this event, District will not be liable for any amounts; but Contractor shall be liable to District for all losses, damages, and expenses. including, without limitation, the excess cost of recouping similar goods or services; shipping charges for any items District may at its option return to Contractor, including items already delivered, but for which District no longer has any use because of Contractor's default; and amounts paid by District for any items District has received but returns to Contractor. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.
- 22.3. Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law, equity or statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

## 23. RETURN OF DATA

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



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agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

## 24. RECORDS MANAGEMENT AND MAINTENANCE

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

## 25. NOTICES/ADMINISTRATION

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

### **Special School District No. 1**

Name of the District Signer: Ryan Strack

Title: Assistant to the Superintendent and School Board

Email: ryan.strack@mpls.k12.mn.us

### **Partner**

Name: Ashley Lenmark.

Email: aslenmar@amergis.com



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## 26. ACKNOWLEDGMENT

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

## 27. NON-WAIVER

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

## 28. ASSIGNMENT

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

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

- 29.1. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from

time to time. Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

### 30. WARRANTY

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

### 31. SEVERABILITY

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

### 32. SURVIVABILITY

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

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**SPECIAL SCHOOL DISTRICT NO. 1**

By: \_\_\_\_\_

Name: Ryan Strack

Title: Assistant to the Superintendent and School Board

Date: \_\_\_\_\_

**PARTNER**

By: \_\_\_\_\_

Name: Ashley Lenmark

Title: Manager

Email: aslenmar@amergis.com

Phone: 9527151680

Date: \_\_\_\_\_



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Phone: 612.668.0000  
[www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)  
SRM: 4400002469

## **EXHIBIT A: PROGRAMMING PROVIDED**

### **Description of Program and Delivery:**

(a) Staffing. Amergis is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to District, with such Services provided by Personnel under District's management and supervision at a Site or in an environment controlled by District. Amergis will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, Services include School Health Services, Related Services, and/or Special Education Services.

Amergis will supply the District with School Health, Related Services, and/or Special Education Services Personnel requested who meet the following criteria, if the role involves the provision of health and mental health services. Amergis will

- a. Conduct a criminal background screening in accordance with applicable law
- b. Verify current license, registration or certifications, including CPS, for the services to be provided, if applicable to role
- c. Skill assessment checklist of competencies for the position and an exam, if applicable
- d. Verify that a current Tuberculosis (TB) test or screening is on file
- e. Verify relevant professional and specialty expertise as requested by District
- f. Receive employment verification
- g. Confirm Personnel are authorized to work
- h. Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender registry.

Amergis will provide Personnel specific to the requirements provided by the District following receipt of the BIP, IEP, IHP or 504 Plan (the "Plan"), as applicable, from the District. Amergis will use its best efforts to provide Personnel who meet the qualifications as specified by the District and shall perform services in accordance with the terms of this Agreement. District Shall provide Amergis with the skill level, experience and services to be provided by Personnel to any student(s). Amergis will provide Board of Social Work licensure supervision, if required.

(b) Distance Learning Service(s). District may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to District school closings and/or delays. District is responsible for overseeing and directing placement outside of school for Distance Learning Service if requested. District will provide supplies and resources needed to implement Distance Learning Services and its own expense. District is responsible for maintaining a safe environment for all Distance Learning Services.



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(c) Right to Dismiss. If at any time the District, in its reasonable judgment, determines that the staffing Services provided any Personnel provided hereunder is inadequate, unsatisfactory or has failed to comply with Districts rules, regulations, or policies, District shall immediately advise Amergis. Amergis will remove Personnel from the District's Site as requested. District will cooperate with Maxim and provide reasonable detail(s) for the dismissal.

### **Service Outcome:**

Skilled nurses, school social workers, and school counselors provide duties under the scope of licensure in the state of Minnesota. Contracted positions will fill vacancies in MPS staffing at school sites.

### **Method of Evaluation**

Agency will provide statistics on candidate conversions (presented to submitted, presented to offers made, presented to full placement, and presented to work), candidate fall off, and feedback time by month.



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## **EXHIBIT B: PAYMENT TERMS**

If there are exhibits to describe the payment terms:

The payment terms are as follows: Payment terms are on an hourly basis. Nursing rates will not exceed \$85/hour for Licensed School Nurses, and \$63/hour for Licensed Practical Nurses. Rates for School Social workers shall not exceed \$75/hour. Rates for School Counselors shall not exceed \$78/hour.

The PO amount will be contingent on the department's requirement assessment and will be increased as and when needed.

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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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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## EXHIBIT D. AGREEMENT FOR AGENCY NURSING IN THE SCHOOL SETTING

This Agreement, entered into this August 6th, 2024 by and between Minneapolis Public School/Special School District #1 (hereinafter referred to as the “School District”), 1250 W. Broadway Ave. Minneapolis, MN 55411-2533, and Amergis Healthcare Staffing Services Inc. (“Agency”), 8421 Wayzata Blvd Suite 320 Golden Valley, MN 55426.

WHEREAS, the School District has determined that it is necessary to retain the services of a qualified agency to attain nursing services to be provided

WHEREAS, the Agency is duly qualified to perform professional nursing services including, but not limited to, catheterization, gastrostomy care and medication administration.

NOW, THEREFORE, the parties agree as follows:

1. The Agency shall provide the following services:
  - a. A qualified nurse to provide nursing care for students at the assigned school. The contracted nursing services will be provided consistent with licensed healthcare provider orders and plan of care.
  - b. Supervision of the nurses will be the responsibility of the Agency, including verification of licensure, background checks and evidence of insurance, including general liability, automobile liability and professional error/omissions. Copies of these documents will be provided to the School District prior to the beginning of the Agreement.
  - c. The Agency will not send student nurses to this assignment.
  - d. Agency nurses will document all care provided.
2. The service will begin on August 6, 2024 and shall not extend beyond August 1, 2025
3. The School District shall make payments for the services rendered to the Agency on a weekly basis based on actual claims submitted for days worked on-site per the current School/Health Support duty year calendar. The rate of pay shall be \$85 per hour for Licensed School Nurse (LSN), \$83 per hour Registered Nurse (RN) and \$63 per hour for Licensed Practical Nurse (LPN) coverage. All payments will be provided to the Agency within 30 days of service.
4. The School District shall monitor the services of the Agency as follows:
  - a. The Student Services Department (Attn: Sharifa Urey) for the School District shall receive copies of all invoices for payment.
  - b. The Health Service Director (attn: Amber Spaniol, RN, PHN Licensed School Nurse) shall have access to required items for review as needed

5. The Agency will abide by all School District policies regarding nondiscrimination, harassment, data privacy and other School District policies and state statutes, including Minn. Stat. sec. 16C.05, subd. 5.
6. The School District shall not request the Agency nurse to provide medical services of any type to any other staff or visitors.
7. Either party may terminate this Agreement with a four-week written notice.

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

**[CONTRACTOR NAME]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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**Concur Technologies, Inc.  
ORDER FORM**

**Professional Edition**

**GENERAL INFORMATION**

**Customer Name:** MINNEAPOLIS PUBLIC SCHOOLS

**Order Effective Date:** June 28, 2024

**Order Type:** Additional Sale

**PO to be Issued:** No

**Currency for Fees:** USD

**Tax Exemption Claimed:** Yes

**Service Type Billing Cycle:** Annually beginning on the Transaction Fee Start Date

<b>SERVICES ORDERED</b> (primary service offerings)	<b>Initial Set Up Fee</b>
Expense	\$ 0.00
Invoice Processing	\$ 0.00

<b>SERVICES ORDERED FEE DETAILS</b> (recurring fees for the primary service offerings ordered above)				
<b>Service</b>	<b>Billing Cycle(s) (beginning on the Transaction Fee Start Date)</b>	<b>Base Transactions (per Billing Cycle)</b>	<b>Base Transaction Fee (per Billing Cycle)</b>	<b>Incremental Transaction Fee (per incr. Trans.)</b>
Expense	1 and beyond	4800	\$ 30,859.80	\$ 11.42
Invoice Processing	1 and beyond	48000	\$ 31,665.84	\$ 1.66

<b>EXTENDED SERVICES ORDERED</b> (Transaction-based recurring services pertaining to the above or previously-ordered Service Types)		<b>Initial Set Up Fee</b>
Invoice Capture		\$ 0.00
Invoice Line Item Capture		\$ 0.00

<b>EXTENDED SERVICES ORDERED FEE DETAILS</b> (recurring fees for the transaction-based extended services ordered above)				
<b>Extended Service</b>	<b>Billing Cycle(s) (beginning on the Transaction Fee Start Date)</b>	<b>Base Transactions (per Billing Cycle)</b>	<b>Base Transaction Fee (per Billing Cycle)</b>	<b>Incremental Transaction Fee (per incr. Trans.)</b>
Invoice Capture	1 and beyond	48000	\$ 42,522.00	\$ 1.38
Invoice Line Item Capture	1 and beyond	48000	\$ 13,114.08	\$ 0.42

<b>EXTENDED SERVICES ORDERED</b> (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)		
<b>Description</b>	<b>Unit Quantity</b>	<b>Initial Set Up Fee</b>
Expenselt for Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
Concur Request - Add-on	1 Each	Included in the fees for the Service Type Ordered above
TripLink for Expense	1 Each	Included in the fees for the Service Type Ordered above
Managed Rate Administration	1 Set Up(s)	\$ 0.00
Essential Care - Expense	1 Set Up(s)	\$ 0.00
Consultative Intelligence	1 Each	\$ 0.00
Essential Care - Invoice Processing	1 Set Up(s)	\$ 0.00

Consultative Intelligence for Invoice Processing 1 Each \$ 0.00

**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the unit-based extended service ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Recurring Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Expense for Expense	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
Concur Request - Add-on	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
TripLink for Expense	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
Managed Rate Administration	1 and beyond	\$ 2,390.40	\$ 1.04
Essential Care - Expense	1 and beyond	\$ 4,694.40	\$ 2.04
Consultative Intelligence	1 and beyond	\$ 8,683.20	\$ 2.58
Essential Care - Invoice Processing	1 and beyond	\$ 22,092.48	\$ 1.13
Consultative Intelligence for Invoice Processing	1 and beyond	\$ 19,656.00	\$ 0.51

**ADDITIONAL SERVICES ORDERED** (additional services with one-time fees pertaining to the above or previously ordered Service Type)

Description	Unit Quantity	Initial Set Up Fee
-------------	---------------	--------------------

**ORDER TERMS**

**General:** This Order Form is issued by **Concur Technologies, Inc.** ("Concur") and applies to the Customer specified herein. Customer hereby orders the services specified in this Order Form (collectively the "Service") and Concur hereby agrees to provide such Service, subject to the terms of the Agreement between Concur and Customer for the Concur service. This Order Form shall be deemed a part of the Agreement. All undefined capitalized terms herein have the meanings ascribed to such terms in the Agreement. If any terms of this Order Form are inconsistent with the terms of the Agreement, then the terms of this Order Form shall control. This Order Form as issued by Concur is an offer by Concur. When signed and returned to Concur by Customer on or prior to the end of the calendar month of the Order Effective Date, it becomes a binding written ordering document executed by Customer and Concur as of the Order Effective Date, unless unauthorized changes were made by Customer to this Order Form in which case it will be rejected.

**Invoicing:** Concur shall be entitled to invoice Customer for the fees specified in this Order Form as set forth in the Supplement.

**Payment Terms:** Customer will pay each accurate invoice within 30 days after the applicable invoice date.

**Additional Definition(s):** For purposes of the Agreement, the following terms shall have the definitions set forth below:

**"Transaction Fee Start Date"** means for each Service Type ordered as specified above (and all extended services that pertain to each such Service Type) the first scheduled Billing Cycle for each such Service Type after the date specified above as the "Order Effective Date".

**Tax Exemption Claimed:** A tax exemption certificate must be provided to SAP Concur by Order Effective date; in the United States, the tax exemption certificate is usually the state sales tax exemption certificate; for U.S. federal government entities, a copy of the federal purchase order will be accepted as the tax exemption certificate; if the certificate is not provided by the Order Effective Date, tax will be assessed and credits/rebills will not be given.

**Renewal Term:** Notwithstanding anything in the Agreement to the contrary, (a) the term of the Agreement shall be renewed through and including June 30, 2027 (the "Renewal Term"); and (b) after the Renewal Term, the Agreement shall continue thereafter until either party elects to terminate the Agreement by delivering written notice of termination to the other party at least 90 days before the desired effective date of such termination.

[signature page follows]

**MINNEAPOLIS PUBLIC SCHOOLS**

Signature \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



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 David Hoy and Associates “Contractor” (collectively “parties”) to provide provide Title I instructional and counseling services to eligible students at Ascension Catholic School, DeLaSalle High School, Cristo Rey Jesuit High School, and Risen Christ Catholic School to D-AO-Funded Programs and School Improvement.

### **TERM OF CONTRACT**

- 1.1 This Contract is effective on 08/12/2024 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2025, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

### **2 SCOPE OF WORK**

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

### **3 CONSIDERATION AND TERMS OF PAYMENT**

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



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### 3.1 *Total Obligation*

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed **\$632,369.00**. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

### 3.2 *Frequency of Invoicing and Terms of Payment*

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

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

### 3.3 *Taxes.*

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

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

### **3.4 Fund Availability; Federal Funds Contingency.**

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

## **4 GENERAL TERMS AND CONDITIONS**

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

## **5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY**

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

## **6 BACKGROUND CHECKS**

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable

state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C. Section 5119a and 42 U.S.C. Section 14501-05.

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

## **7 DATA PRIVACY**

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

## **8 OWNERSHIP OF MATERIAL**

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

## **9 USE OF DISTRICT NAME OR LOGO**

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

## **10 INDEPENDENT CONTRACTOR**

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

to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

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

## **11 WORKER HEALTH, SAFETY AND TRAINING**

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

## **12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS**

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

## **13 INSURANCE**

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

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

- 13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its

members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

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

## **14 INDEMNIFICATION**

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

## **15 LIMITATION ON LIABILITY**

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

## **16 CONFLICT OF INTEREST/CODE OF ETHICS**

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

## **17 COMPLIANCE WITH LAWS AND DEBARMENT**

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

or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

## **18 TERMINATION**

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

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

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

## **19 RETURN OF DATA**

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

## **20 RECORDS MANAGEMENT AND MAINTENANCE**

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or

the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

## 21 NOTICES/ADMINISTRATION

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

### Special School District No. 1

Division: Office of the Deputy Superintendent  
Attn: Ty Thompson  
Address: 1250 W Broadway, Minneapolis, MN 55411  
Email: [ty.thompson@mpls.k12.mn.us](mailto:ty.thompson@mpls.k12.mn.us)

### CONTRACTOR

David Hoy & Associates; Sandy Hoy  
Phone: 763-370-0940  
Address: 8401 Wayzata Blvd., Suite #150, Golden Valley, MN 55426  
Email: [sandy@davidhoy.com](mailto:sandy@davidhoy.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:

(Printed)

Title:

Date: \_\_\_\_\_

**CONTRACTOR NAME**

Signature:

Name: Sandra M. Hoy (Printed)

Title: Chief Financial Officer

Date: *Sandra M Hoy*

## Exhibit A:

### Deliverables:

To provide Title I instructional services to Title eligible students in the nonpublic schools for the purpose of accelerating reading, math, and English language proficiency for participating students. Services are provided to Title I eligible students attending Ascension Catholic School, Cristo Rey Jesuit High School, DeLaSalle High School, and Risen Christ Catholic School Nonpublic schools in grades K-12 and designed to help students achieve grade level proficiency, based on standardized assessments, in the areas of reading, math, and English proficiency.

### Service Outcome:

- A. Community Partner. PROVIDER shall apply and become certified as a Minneapolis Public Schools Community Partner prior to providing any services under this contract and provide evidence of certification.
- B. Instructional Services. PROVIDER shall provide educational services to students which services are reasonably calculated to help students achieve, as a minimum 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.
- C. 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.
- D. 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 I eligibility in the form of a MPS Title I Parent Notification Letter by October 18th, 2024.
  2. Families of students who are identified as eligible for and provided Title I services after October 18th, 2024 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 I Parent/Family Information Meeting with parents of Title I students by October 18th, 2024.
  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 I programs.

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

E. 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.

F. 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.

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

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

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

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

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

L. Instruction. PROVIDER shall provide both Title I instructional services to eligible students which are secular in nature. 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.

M. 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.

N. 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 I 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 15th 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 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.

### **Fees:**

DISTRICT and PROVIDER have agreed that the PROVIDER's hourly rate for Title I services is \$157.46 per hour.

- A. Administrative Costs: In all cases described in Exhibit A, the DISTRICT shall pay PROVIDER administrative costs in an amount not exceeding 10% of the total for Title I instructional services.
- B. Family Involvement Costs. DISTRICT shall pay PROVIDER \$150.00 per hour for services related to family involvement and family involvement activities. The provision of services related to family involvement is subject to the expectations set forth in Exhibit A.

- C. Invoices. PROVIDER shall submit an invoice on its organizational letterhead for each month of service. From September 15, 2024 to June 15, 2025 PROVIDER shall submit invoices by the 15<sup>th</sup> of the month following the previous month of service for which it is billing DISTRICT based on the hourly rates listed above and listed in Exhibit B. Invoices must delineate services provided and fees billed for instructional services, family involvement services, professional development services, and administration services for each nonpublic school. PROVIDER shall submit its final invoice for fiscal year 2024-25 so that it is received by DISTRICT no later than July 9, 2025. PROVIDER understands that DISTRICT will make no payment on any invoice for the 2024-25 fiscal year if it receives after invoices July 10, 2025. DISTRICT reserves the right to request additional information from PROVIDER.

Invoices and related attached attendance sheets must include the following information:

1. Names of the school(s) where the service was provided;
2. Name of student(s) served;
3. Date(s) of service;
4. A detailed summary of the services provided;
5. Number of students served per week;
6. Number of minutes of service per student per session;
7. Subject area of service provided to student (e.g., math, reading, etc.);
8. Monthly expenses per school category (Instructional Services, Professional Development, and/or Administration);
9. Total expenditures for each school for the year.

- D. Payment. DISTRICT shall pay PROVIDER within thirty (30) days of receipt of each complete invoice submitted in compliance with this Contract. DISTRICT does not pay in advance for services.

- E. Allowable Costs: For the purposes of this Contract, costs are defined by the DISTRICT as:
1. Instructional: PROVIDER costs for teacher and instructional aide salaries, including fringe benefits; instructional materials, including items such as books, computers and software for student use, workbooks, and supplies.
  2. Administrative: PROVIDER costs incurred to administer the program, including but not limited to: salaries and fringe benefits of the Director, computer assistants, area supervisors, and support staff; office rent and utilities; office equipment and supplies; postage and mailings; telephone; travel; special capital expenses; professional development for Title I teachers and supervisors who are employees of the PROVIDER; and the PROVIDER'S fee.
  3. Professional Development: PROVIDER costs incurred to provide professional development activities to the private school teachers of active students.

- F. Site and Service Limits. The sites to be serviced by PROVIDER are listed in Exhibit B and incorporated herein. DISTRICT shall not pay an amount greater than what is listed in Exhibit B per school and shall not pay an amount greater than what is delineated by each particular budget line for services at each listed school.

[The remainder of this page intentionally left blank.]

**EXHIBIT B: PAYMENT TERMS**

**Site and Service Limits (David Hoy and Associates 2023-2024)**

School	Services to be Provided	Number of Title I Instructional Hours	Title I	Estimated # of Family Inv. Hours	Title I Family Involvement	Total
Ascension	Academic Services	519.61	\$81,818			
Cristo Rey	Academic Services	1766.35	\$ 278,130			
DeLaSalle	Academic Services	706.54	\$111,253			
Risen Christ	Academic Services	658.26	\$103,650			
REA	10% Admin		\$57,518			
<b>Total</b>			<b>\$632,369</b>			
	Hourly Rate	\$ 157.46		Fam Inv. Rate	\$ 150.00	

[The remainder of this page intentionally left blank.]

## EXHIBIT C: STUDENT DATA PRIVACY

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

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

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

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

[CONTRACTOR NAME]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



MINNEAPOLIS  
PUBLIC SCHOOLS

**Capital Planning, Construction & Maintenance Department**  
**Construction Contract Change Order Cover Sheet**

Project Name	North High School CTE Renovation PH3	Request Date	6/24/2024
Contractor Name	Work Scope 9D Flooring - Grazzini Bros	Project Number	21NORTCTE
Board Authorized Amount	\$ 874,203.00	Substantial Completion Date:	8/18/2024
Original Contract Amount	\$ 794,730.00	Board Authorized Date	3/12/2024
		Contract Date:	1/31/2024
<b>MAS 14395</b>		<b>PO</b>	<b>2100085142</b>

Summary of Change Orders		
Change Order #1	\$ 122,811.89	servery floor and kitchen floor changes
Change Order #2		
Change Order #3		
Change Order #4		
Change Order #5		
Total of Change Orders		\$ 122,811.89

<b>AMOUNT OF THIS CHANGE ORDER #</b>	<b>1</b>	<b>\$ 122,811.89</b>
--------------------------------------	----------	----------------------

Total Amount of Change Orders to Date \$ 122,811.89

**REVISED CONTRACT AMOUNT \$ 917,541.89**

Revised Date of Substantial Completion NA

Date of Requested Board Action NA

Approved By:   
Executive Director, CPCM

Date: 6/24/2024

Reviewed by: Girish Bhatnagar  
Director of Contracts and Payroll

Date: 7/31/2024

Approved By: \_\_\_\_\_  
Senior Operations Officer

Date: \_\_\_\_\_



**KRAUS-ANDERSON®**  
**Construction Company**

501 South Eighth Street  
 Minneapolis MN 55404

## Contract Change Order

**Project:** 2210222-04 MPS - BP#3 North High School Renovations & CTE OP#24-2  
 1500 James Avenue  
 Minneapolis, MN 55411

**Contract #:** 2210222-04 - WS 09D  
**Contract Change Order #:** 1  
**Change Order Date:** 5/23/24

**To Contractor :** Grazzini Brothers & Company  
 1175 Eagan Industrial Road  
 Eagan, MN 55121

**THE CONTRACT IS CHANGED AS FOLLOWS:**

PCO	Item	Description	Amount
2	2	Flooring - No cost per ASI #1	\$0.00
6	2	Flooring - No cost per ASI #2	\$0.00
9	4	Flooring - No cost per PR #4	\$0.00
20	2	Flooring - No cost per PR #12	\$0.00
21	1	H110 Serving Floor	\$13,732.21
14.1	4	Flooring per PR #6	\$109,079.68
<b>Total</b>			<b>\$122,811.89</b>

The original Contract Sum was ..... **\$794,730.00**  
 The net change by previously authorized Change Orders was ..... **\$0.00**  
 The Contract Sum prior to this Change Order was ..... **\$794,730.00**  
 The Contract Sum will be increased by this Change Order ..... **\$122,811.89**  
 The new Contract Sum will be ..... **\$917,541.89**

**NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR**

Kraus-Anderson Construction Company

**CONSTRUCTION MANAGER** (Firm name)

501 South Eighth Street  
Minneapolis MN 55404

**ADDRESS**  
DocuSigned by:

Bre Nava

562A882533C1431  
**BY** (Signature)

Bre Nava 6/18/2024 | 1:16 PM PDT  
**DATE:**  
(Typed name)

Grazzini Brothers & Company  
**CONTRACTOR** (Firm name)  
1175 Eagan Industrial Road  
Eagan, MN 55121

**ADDRESS**  
DocuSigned by:

Gene Grazzini

AD4827865F042482  
**BY** (Signature)

Gene Grazzini 6/18/2024 | 12:11 PM CDT  
**DATE:**  
(Typed name)

LSE Architects, Inc.

**ARCHITECT** (Firm name)

1401 Glenwood Ave.  
Minneapolis, MN 55405

**ADDRESS**  
DocuSigned by:

Deborah Bauknight

E6504C431D924EB  
**BY** (Signature)

Deborah Bauknight 6/19/2024 | 10:21 PM  
**DATE:**  
(Typed name)

Mpls Public Schools Special School Dist #1  
**OWNER** (Firm name)  
1250 West Broadway Avenue  
Minneapolis, MN 55411

**ADDRESS**  
DocuSigned by:

Curtis Hartog

4718255FEB2241D  
**BY** (Signature)  
(Typed name)

DS  
CH

Curtis Hartog 7/12/2024 | 6:59 AM PDT  
**DATE:**



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 August 6th 2024 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30th 2025, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

### **2 SCOPE OF WORK**

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

### **3 CONSIDERATION AND TERMS OF PAYMENT**

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

#### **3.1 *Total Obligation***

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$750,000.00. Contractor shall

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

### ***3.2 Frequency of Invoicing and Terms of Payment***

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

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

### ***3.3 Taxes.***

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

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

### ***3.4 Fund Availability; Federal Funds Contingency.***

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

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

#### **4 GENERAL TERMS AND CONDITIONS**

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

#### **5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **6 BACKGROUND CHECKS**

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

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

## 7 DATA PRIVACY

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

## 8 OWNERSHIP OF MATERIAL

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

## 9 USE OF DISTRICT NAME OR LOGO

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

## 10 INDEPENDENT CONTRACTOR

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

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

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

## **11 WORKER HEALTH, SAFETY AND TRAINING**

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

## **12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS**

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

## **13 INSURANCE**

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

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

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

## **14 INDEMNIFICATION**

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

## **15 LIMITATION ON LIABILITY**

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

## **16 CONFLICT OF INTEREST/CODE OF ETHICS**

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

## **17 COMPLIANCE WITH LAWS AND DEBARMENT**

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

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

## **18 TERMINATION**

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

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

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

## **19 RETURN OF DATA**

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

## **20 RECORDS MANAGEMENT AND MAINTENANCE**

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

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

## 21 NOTICES/ADMINISTRATION

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

### Special School District No. 1

Division: Operations – Culinary and Wellness Services

Attn: Aaron Krulc

1250 W Broadway

Minneapolis, MN 55411

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

### CONTRACTOR

Patrick Lange

Phone: 612-977-1401

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

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

### ACKNOWLEDGMENT

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



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

[www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)

SRM: 4400002475

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

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

## **22 NON-WAIVER**

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

## **23 ASSIGNMENT**

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

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

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

## **25 WARRANTY**

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

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

## **26 SEVERABILITY**

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

## **27 SURVIVABILITY**

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

[The remainder of this page intentionally left blank.]

**SPECIAL SCHOOL DISTRICT NO. 1 Authorization**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Indrotec Authorization**

Signature: Phil Proell

Name: Phil Proell  
(Printed)

Title: Operations Director

Date: 7/30/2024



## Exhibit A:

### Deliverables:

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

### Service Outcome:

- Staffing services supplied to CWS operations per determined requirements.

### Method of Evaluation:

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

[The remainder of this page intentionally left blank.]

## **EXHIBIT B: PAYMENT TERMS**

If there are exhibits to describe the payment terms:

Payment terms are Net 30.

[The remainder of this page intentionally left blank.]

## EXHIBIT C: STUDENT DATA PRIVACY

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

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

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

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

**Indrotec Authorization**

Phil Proell  
Signature

Phil Proell  
Name

Operations Director  
Title

7/30/2024  
Date



MINNEAPOLIS  
PUBLIC SCHOOLS

Urban Education. Global Citizens.

## **CONTRACT FOR SERVICES – \$25,000 above**

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Learning Disabilities Association “Contractor” (collectively “parties”) to provide provide Title I instructional services to eligible students at DeLaSalle High School D-AO-Funded Programs and School Improvement.

### **TERM OF CONTRACT**

- 1.1 This Contract is effective on 08/12/2024 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2025, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

### **2 SCOPE OF WORK**

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

### **3 CONSIDERATION AND TERMS OF PAYMENT**

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

### 3.1 *Total Obligation*

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$1,336,039.00. 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.

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

#### **5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **6 BACKGROUND CHECKS**

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

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

## **7 DATA PRIVACY**

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

## **8 OWNERSHIP OF MATERIAL**

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

## **9 USE OF DISTRICT NAME OR LOGO**

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

## **10 INDEPENDENT CONTRACTOR**

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

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

## **11 WORKER HEALTH, SAFETY AND TRAINING**

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

## **12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS**

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

## **13 INSURANCE**

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

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

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

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

## **14 INDEMNIFICATION**

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

## **15 LIMITATION ON LIABILITY**

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

## **16 CONFLICT OF INTEREST/CODE OF ETHICS**

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

## **17 COMPLIANCE WITH LAWS AND DEBARMENT**

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

## 18 TERMINATION

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

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

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

## 19 RETURN OF DATA

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

## 20 RECORDS MANAGEMENT AND MAINTENANCE

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

delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

## 21 NOTICES/ADMINISTRATION

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

### Special School District No. 1

Division: Office of the Deputy Superintendent  
Attn: Ty Thompson  
Address: 1250 W Broadway, Minneapolis, MN 55411  
Email: [ty.thompson@mpls.k12.mn.us](mailto:ty.thompson@mpls.k12.mn.us)

### CONTRACTOR

Learning Disabilities Association; Martha Moriarty  
Phone: 952-582-6001  
Address: 5101 Olson Memorial Highway, Suite 6000, Minneapolis, MN 55422  
Email: [mm@ldminnesota.org](mailto:mm@ldminnesota.org)

### ACKNOWLEDGMENT

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

(Printed)

Title: Deputy Superintendent

Date: \_\_\_\_\_

**CONTRACTOR NAME**



Signature:

Name: Martha Moriarty

(Printed)

Title: Executive Director

Date: 7/31/2024

## Exhibit A:

### Deliverables:

To provide Title I and III instructional services to Title eligible students in the nonpublic schools for the purpose of accelerating reading, math, and English language proficiency for participating students. Services are provided to Title I eligible students attending nonpublic schools grades K-12 and designed to help students achieve grade level proficiency, based on standardized assessments, in the areas of reading, math, and English proficiency.

### Service Outcome:

A. Community Partner. PROVIDER shall apply and become certified as a Minneapolis Public Schools Community Partner prior to providing any services under this contract and provide evidence of certification.

B. Instructional Services. PROVIDER shall provide educational services to students which services are reasonably calculated to help students achieve, as a minimum 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.

C. 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.

D. 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 I eligibility in the form of a MPS Title I Parent Notification Letter within 4 weeks of start of service
2. Families of students who are identified as eligible for and provided Title I services within 4 weeks of start of service 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 I Parent/Family Information Meeting with parents of Title I students within 6 weeks of start of service.
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 I programs.

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

E. 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.

F. 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.

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

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

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

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

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

L. Instruction. PROVIDER shall provide both Title I instructional services and academic counseling to eligible students which are secular in nature. 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.

M. 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.

N. 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 I 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 1, 2024, PROVIDER shall submit its invoices by the 15th 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 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.

### **Fees:**

DISTRICT and PROVIDER have agreed that the PROVIDER's rate for a 1.0 full time equivalent (FTE) for Title I instructional services and Title IV services is \$100,800 which equals an hourly rate of \$70.00. It is understood that a 1.0 FTE is equal to 40 hours per week for 36 weeks which includes but is not limited to instructional services, instructional preparation, consultation and coordination of Title services, and tutor professional development.

A. Administrative Costs: In all cases described in Exhibit A, the DISTRICT shall pay PROVIDER administrative costs in an amount not exceeding 10% of the total for Title I instructional services.

B. Family Involvement Costs. DISTRICT shall pay PROVIDER \$150.00 per hour for services related to family involvement and family involvement activities. The provision of services related to family involvement is subject to the expectations set forth in Exhibit A.

C. Invoices. PROVIDER shall submit an invoice on its organizational letterhead for each month of service. From August 15, 2024 to July 1, 2025 PROVIDER shall submit invoices by the 15th of the month following the previous month of service for which it is billing DISTRICT based on the hourly rates listed above and listed in Exhibit B. Invoices must delineate services provided and fees billed for instructional services, family involvement services, professional development services, and administration services for each nonpublic school. PROVIDER shall submit its final invoice for fiscal year 2024-25 so that it is received by DISTRICT no later than July 9, 2025. PROVIDER understands that DISTRICT will make no payment on any invoice for the 2024-25 fiscal year if it receives after invoices July 10, 2025. DISTRICT reserves the right to request additional information from PROVIDER.

Invoices and related attached attendance sheets must include the following information:

1. Names of the school(s) where the service was provided;
2. Name of student(s) served;
3. Date(s) of service;
4. A detailed summary of the services provided;

5. Number of students served per week;
6. Number of minutes of service per student per session;
7. Subject area of service provided to student (e.g., math, reading, etc.);
8. Monthly expenses per school category (Instructional Services, Professional Development, and/or Administration);
9. Total expenditures for each school for the year.

D. Payment. DISTRICT shall pay PROVIDER within thirty (30) days of receipt of each complete invoice submitted in compliance with this Contract. DISTRICT does not pay in advance for services.

E. Allowable Costs: For the purposes of this Contract, costs are defined by the DISTRICT as:

1. Instructional: PROVIDER costs for teacher and instructional aide salaries, including fringe benefits; instructional materials, including items such as books, computers and software for student use, workbooks, and supplies.
2. Administrative: PROVIDER costs incurred to administer the program, including but not limited to: salaries and fringe benefits of the Director, computer assistants, area supervisors, and support staff; office rent and utilities; office equipment and supplies; postage and mailings; telephone; travel; special capital expenses; professional development for Title I teachers and supervisors who are employees of the PROVIDER; and the PROVIDER'S fee.
3. Professional Development: PROVIDER costs incurred to provide professional development activities to the private school teachers of active students.

F. Site and Service Limits. The sites to be serviced by PROVIDER are listed in Exhibit B and incorporated herein. DISTRICT shall not pay an amount greater than what is listed in Exhibit B per school and shall not pay an amount greater than what is delineated by each particular budget line for services at each listed school.

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## EXHIBIT B: PAYMENT TERMS

### Site & Service Limits (LDA 2024-2025)

School	Services to be Provided	Number of Instructional Hours	Title Funding	Estimated # of Family Inv. Hours	Title I Family Inv. Total	Total
Ascension	Academic Services: Title I	2,285	\$201,996	3	\$450	\$202,446
Ascension	Academic Services: Title III	158	\$11,093	0	0	\$11,093
Ascension REA	10% Admin		\$20,199	0	0	\$20,244
DeLaSalle	Academic Services: Title I	1,928	\$136,000	2	\$300	\$136,300
DLS REA	10% Admin		\$13,600	0	0	\$13,630
Pope John Paul II	Academic Services: Title I	1,698	\$118,854	3	\$450	\$119,304
Pope John Paul II	Academic Services: Title III	517	\$36,220	0	0	\$36,220
JPII REA	10% Admin		\$11,885	0	0	\$11,930
Our Lady of Peace	Academic Services: Title I	611	\$42,794	3	\$450	\$43,244
OLP REA	10% Admin		\$4,279	0	0	\$4,324
Risen Christ	Academic Services Title I	5,465	\$382,590	3	\$450	\$383,040
Risen Christ	Academic Services: Title III	757	\$53,021			\$53,021
RC REA	10% Admin		\$38,304	0	0	\$38,304
St. Helena	Academic Services: Title I	1,157	\$81,000	3	\$450	\$81,550
St. Helena	Academic Services: Title III	85	\$6,000	0	0	\$6,000
StH REA	10% Admin		\$8,100	0	0	\$8,155
Trinity	Academic Services: Title I	2,165	\$151,581	3	\$450	\$152,031
Trinity REA	10% Admin		\$15,158	0	0	\$15,203
Total			\$1,332,674			\$1,336,039
	Hourly Rate	\$70.00		Family Inv. Rate	\$150	

[The remainder of this page intentionally left blank.]

## EXHIBIT C: STUDENT DATA PRIVACY

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

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

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

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

**[CONTRACTOR NAME]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND  
Legal Rights Center**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and Legal Rights Center dated 7/24/2024 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and Legal Rights Center (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and Legal Rights Center (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2021 through 6/30/2026 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001071

1. *Original contract amount:* \$93,000
2. *Accumulative contract amount:* \$1,008,207.58

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

**Section 3.1** Total Obligation: District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$1,008,207.58 Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

**Description:** Legal Rights Center- Restorative Justice Program 2024-25 Minneapolis Public Schools Additional Supports and training with MPS leadership.

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

(The remainder of this page intentionally left blank.)

**SPECIAL SCHOOL DISTRICT NO. 1**

Signature: \_\_\_\_\_

Name: **Ryan Strack**

Title: Assistant to the Superintendent & Board

Date: \_\_\_\_\_

**The Legal Rights Center :**

Signature: Malaika Eban

Name: Malaika Eban

Title: Executive Director

Date: July 29, 2024



MINNEAPOLIS  
PUBLIC SCHOOLS

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## **CONTRACT FOR SERVICES – \$25,000 above**

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Matrix-NDI “Contractor” (collectively “parties”) to provide NEC Software Renewal and Comprehensive Coverage to Minneapolis Public Schools.

### **TERM OF CONTRACT**

- 1.1 This Contract is effective on 8/6/2024 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 9/30/2025, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

### **2 SCOPE OF WORK**

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

### **3 CONSIDERATION AND TERMS OF PAYMENT**

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

#### **3.1 *Total Obligation***

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$281,408.13. Contractor shall



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1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

[www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)

SRM: 4400002467

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

### ***3.2 Frequency of Invoicing and Terms of Payment***

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

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

### ***3.3 Taxes.***

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

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

### ***3.4 Fund Availability; Federal Funds Contingency.***

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

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

#### **4 GENERAL TERMS AND CONDITIONS**

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

#### **5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **6 BACKGROUND CHECKS**

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

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

## **7 DATA PRIVACY**

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

## **8 OWNERSHIP OF MATERIAL**

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

## **9 USE OF DISTRICT NAME OR LOGO**

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

## **10 INDEPENDENT CONTRACTOR**

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

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

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

## **11 WORKER HEALTH, SAFETY AND TRAINING**

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

## **12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS**

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

## **13 INSURANCE**

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

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

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

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract

and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

## **14 INDEMNIFICATION**

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

## **15 LIMITATION ON LIABILITY**

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

## **16 CONFLICT OF INTEREST/CODE OF ETHICS**

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

## **17 COMPLIANCE WITH LAWS AND DEBARMENT**

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

## **18 TERMINATION**

- 18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.
- 18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.
- 18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

## 19 RETURN OF DATA

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

## 20 RECORDS MANAGEMENT AND MAINTENANCE

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

performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

## 21 NOTICES/ADMINISTRATION

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

### Special School District No. 1

Division: Information Technology  
Attn: Justin Hennes  
1250 W Broadway  
Minneapolis, MN 55411  
Email: [justin.hennes@mpls.k12.mn.us](mailto:justin.hennes@mpls.k12.mn.us)

### CONTRACTOR

Matrix-NDI, Ann Pearson  
Phone: 763-475-5537  
Address: 171 Cheshire Lane N, Suite 700, Plymouth, MN 55441  
Email: [apearson@matrix-ndi.com](mailto:apearson@matrix-ndi.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: Justin Hennes

(Printed)

Title: Executive Director

Date: \_\_\_\_\_

**Matrix-NDI**

Signature:  DocuSigned by:  
*Frank Millo*  
C73D3B93BDD94B1...

Name: Frank Millo

(Printed)

Title: VP - Sales

Date: 7/30/2024

**Exhibit A:**

**Deliverables:**

As described in Quotes dated 6/17/24

**Service Outcome:**

As described in Quotes dated 6/17/24

**Method of Evaluation:**

Leadership Evaluation

[The remainder of this page intentionally left blank.]

## **EXHIBIT B: PAYMENT TERMS**

If there are exhibits to describe the payment terms:

[The remainder of this page intentionally left blank.]

## 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.**

**Matrix-NDI**

DocuSigned by:  
  
 C73D3B03BDD04B1...  
 \_\_\_\_\_  
 Signature

Frank Millo  
 \_\_\_\_\_  
 Name

VP - Sales  
 \_\_\_\_\_  
 Title

7/30/2024  
 \_\_\_\_\_  
 Date



MINNEAPOLIS  
PUBLIC SCHOOLS

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## **CONTRACT FOR GOODS – above \$50,000**

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Open Up Resources. “Contractor” (collectively “parties”) to provide Open Up and PD. at Minneapolis Public Schools.

### **1 TERM OF CONTRACT**

- 1.1 This Contract is effective on August 6th, 2024. or the date of the last signature of the parties, whichever is later, and shall remain in effect until August 31, 2024, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

### **2 SCOPE OF WORK**

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

### 3 CONSIDERATION AND TERMS OF PAYMENT

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

#### 3.1 *Total Obligation*

District's total obligation to Contractor/Vendor under this Contract, including compensation for goods, and/or services, and reimbursable expenses (if applicable), shall not exceed \$112,860. Contractor/Vendor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

#### 3.2 *Frequency of Invoicing and Terms of Payment*

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

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

#### 3.3 *Taxes.*

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

that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

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

#### **4 INSPECTION OF GOODS & REJECTION**

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

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

#### **5 RISK OF LOSS**

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

#### **6 TITLE**

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

#### **7 FORCE MAJEURE**

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

## 8 GENERAL TERMS AND CONDITIONS

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

## 9 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

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

## 10 DATA PRIVACY

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

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

student for that student's dedicated personal use, and includes devices issued through a one-to-one program.

## **11 USE OF DISTRICT NAME OR LOGO**

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

## **12 INDEPENDENT CONTRACTOR**

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

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

## **13 WORKER HEALTH, SAFETY AND TRAINING**

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

## **14 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS**

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

## 15 INSURANCE

- 15.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.
- 15.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.
- 15.3 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

## 16 INDEMNIFICATION

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

## 17 LIMITATION ON LIABILITY

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

## **18 CONFLICT OF INTEREST/CODE OF ETHICS**

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

## **19 COMPLIANCE WITH LAWS AND DEBARMENT**

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

## **20 TERMINATION**

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

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

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

## 21 RETURN OF DATA

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

## 22 RECORDS MANAGEMENT AND MAINTENANCE

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

## 23 NOTICES/ADMINISTRATION

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

### Special School District No. 1

Division: Core Academics/Math.

Attn: Sizi Goyah.

1250 W Broadway



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

[www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)

SRM: 4400002481

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## CONTRACTOR

NAME: Angie Jennings.  
Address: Click or tap here to enter text.  
Phone: 479.709.2221  
Email: [angie.jennings@openup.org](mailto:angie.jennings@openup.org).

## ACKNOWLEDGMENT

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

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

## 24 NON-WAIVER

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

## 25 ASSIGNMENT

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

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

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

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

## **27 WARRANTY**

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

## **28 SEVERABILITY**

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

## **29 SURVIVABILITY**

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

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

[The remainder of this page intentionally left blank.]

**SPECIAL SCHOOL DISTRICT NO. 1**

Signature: \_\_\_\_\_

Name:  
(Printed)

Title:

Date: \_\_\_\_\_

**CONTRACTOR NAME** Open Up Resources

Signature: \_\_\_\_\_  
DocuSigned by:  
*Jason Isaacs*  
6C9BFEBDB29743D...

Name: Jason Isaacs  
(Printed)

Title: CEO

Date: 8/1/2024  
\_\_\_\_\_

## EXHIBIT A: SCOPE OF WORK

### *Deliverables:*

SPANISH Student Open Up Curriculum books for Algebra 1, Geometry and Algebra 2 (AGA).

### *Service Outcome:*

Open Up curriculum

### *Method of Evaluation*

Leadership.

[The remainder of this page intentionally left blank.]

## EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

[The remainder of this page intentionally left blank.]

## EXHIBIT C: STUDENT DATA PRIVACY

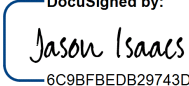
As used in this exhibit, the term “educational data” shall have the meaning ascribed to it under the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. § 13.32 as amended.

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

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

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

[CONTRACTOR NAME] Open Up Resources

DocuSigned by:  
  
 6C9BFEBDB29743D...  
 \_\_\_\_\_  
 Signature

Jason Isaacs  
 \_\_\_\_\_  
 Name

CEO  
 \_\_\_\_\_  
 Title

8/1/2024  
 \_\_\_\_\_  
 Date



# FY24 – Royalston Warehouse Low Voltage Improvements

**Contract Sum: \$162,653.97**

**Contractor: Parallel Technologies, Inc.**

## Project Name and Number

Royalston Warehouse Low Voltage Improvements  
415 Border Avenue  
Minneapolis, MN 55405  
Minneapolis Public Schools Project Number 24WARE001  
OP – 24-2425

## Description

Low voltage upgrades for a leased warehouse space. Upgrades include but is not limited to new structured cabling systems, intrabuilding backbone, IDF cabinets, basic conference room AV systems and security systems. The security systems include Genetec video surveillance, Genetec access control and Bosch intrusion detection systems and shall be furnished and installed by a certified Genetec integrator as a sub-contractor. Additionally, a licensed electrician shall be subcontracted for the electrical connections required for the security systems and IDFs.

## Contract Sum details

Item	Price	Status
Base Bid	\$162,653.97	accepted

## Contract Documents

AIA Document A101-2017  
AIA Document A101 Exhibit A-2017  
Exhibit D – Project Schedule  
AIA Document E203-2013  
AIA Document A201-2017



# AIA® Document A101® – 2017

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

**AGREEMENT** made as of the fifth day of July in the year Two Thousand Twenty Four  
*(In words, indicate day, month and year.)*

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

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

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

Parallel Technologies, Inc.  
7667 Equitable Drr  
Eden Prairie, MN 55344

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

Royalston Warehouse Low Voltage Improvements  
Royalston Warehouse  
415 Border Avenue  
Minneapolis, MN 55405

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

Consultant – True North Consulting Group  
140 Third Street S  
Stillwater, MN 55082

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

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

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

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

Init.

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**User Notes:**

(3B9ADA36)

## TABLE OF ARTICLES

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

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:  
(Check one of the following boxes.)

The date of this Agreement.

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

Established as follows:

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

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

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

#### § 3.3 Substantial Completion

§ 3.3.1 The Contractor shall achieve Substantial Completion of the entire Work:  
(Check one of the following boxes and complete the necessary information.)

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User Notes:

(3B9ADA36)

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

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

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

*(Table Deleted)*

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

#### **ARTICLE 4 CONTRACT SUM**

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

#### **§ 4.2 Alternates**

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

*(Table Deleted)*

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

*(Paragraph Deleted)*

*(Table Deleted)*

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

*(Paragraph Deleted)*

*(Table Deleted)*

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

*(Paragraph Deleted)*

*(Table Deleted)*

**§ 4.5** Liquidated damages

Init.

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

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

*(Paragraph Deleted)*

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

## **ARTICLE 5 PAYMENTS**

### **§ 5.1 Progress Payments**

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

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

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

*(Paragraph Deleted)*

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

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

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

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

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

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

- .1 The aggregate of any amounts previously paid by the Owner;

Init.

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**User Notes:**

(3B9ADA36)

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

**§ 5.1.7 Retainage**

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

*(Paragraph Deleted)*

5% (five percent)

**§ 5.1.7.1.1** The following items are not subject to retainage:

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

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

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

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

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

*(Paragraph Deleted)*

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

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

**§ 5.2 Final Payment**

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

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

- .2 a final Certificate for Payment has been issued by the Architect.  
.3 all lien waivers and IC134 forms have been delivered to the Owner.

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

**§ 5.3 Interest**

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

**§ 5.4 Prompt Payment to Subcontractors**

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

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

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

**§ 6.1.1 Mediation**

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

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

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

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

**§ 6.2 Binding Dispute Resolution**

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

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other (*Specify*)

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

#### **ARTICLE 7 TERMINATION OR SUSPENSION**

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

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:  
(*Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.*)

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

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

#### **ARTICLE 8 MISCELLANEOUS PROVISIONS**

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

**§ 8.2** The Owner’s representative:  
(*Name, address, email address, and other information*)

Mauricio Ochoa  
1250 West Broadway Avenue  
Minneapolis, MN 55411

**§ 8.3** The Contractor’s representative:  
(*Name, address, email address, and other information*)

Jeff Martin  
7667 Equitable Dr, Eden Prairie, MN 55344  
jsmartin@ptnet.com  
651.497.9976

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

Init.

**§ 8.5 Insurance and Bonds**

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

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

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

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

**§ 8.7** Other provisions:

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

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

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

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

January 31, 2020

.5 Drawings

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

.6 Specifications

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

.7 Addenda, if any:

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

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

.8 Other Exhibits:

*(Paragraphs Deleted)*

[EXH-B Project Charter](#)

| (Paragraph Deleted)

| EXH-C Owner Insurance  
| EXH-D Project Schedule

| (Paragraph Deleted)

| (Table Deleted)

[ ] Supplementary and other Conditions of the Contract:

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

.9 Other documents, if any, listed below:

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

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

*Karrie Schwartz*  
\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
Karrie Schwartz, COO  
(Printed name and title)

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:51:50 CT on 07/05/2024.

## **PAGE 1**

**AGREEMENT** made as of the fifth day of July in the year Two Thousand Twenty Four

...

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

...

Parallel Technologies, Inc.  
7667 Equitable Drr  
Eden Prairie, MN 55344

...

Royalston Warehouse Low Voltage Improvements  
Royalston Warehouse  
415 Border Avenue  
Minneapolis, MN 55405

...

Consultant – True North Consulting Group  
140 Third Street S  
Stillwater, MN 55082

## **PAGE 2**

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

...

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

## **PAGE 3**

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

...

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

...

**Portion of Work**

**Substantial Completion Date**

...

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

...

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

...

**Item**

**Price**

...

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

...

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

...

**Item**

**Price**

**Conditions for Acceptance**

...

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

...

*(Identify each allowance.)*

...

Item

Price

...

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

...

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

...

Item

Units and Limitations

Price per Unit (\$0.00)

...

§ 4.5 Liquidated damages, if any: damages

**PAGE 4**

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

...

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

...

Owner.

...

§ 4.6 Other:

...

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

...

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

...

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

...

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

...

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

**PAGE 5**

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

...

5% (five percent)

...

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

...

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

...

**§ 5.1.7.3** ~~Except as set forth in this Section 5.1.7.3,~~ upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows: determined by the Architect and is satisfactory to the Owner, then 90% of the retained amount may be released to the Contractor for completed work (with 10% of the total retained by the Owner.) Upon

Substantial Completion, additional retainage may be returned to the Contractor as recommended by the Architect and approved by the Owner to an amount sufficient to satisfactorily complete the Work. Retainage release will comply with Minnesota Statute 15.72 after Substantial Completion and punch list acceptance by the Owner.

...

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

...

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

#### **PAGE 6**

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

...

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

...

Payment.

...

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

...

*(Insert rate)*

...

#### **§ 5.4 Prompt Payment to Subcontractors**

...

This Contract requires the Contractor and all Subcontractors and Sub-subcontractors (of any tier) to promptly pay any subcontractor or material supplier contract within ten (10) days of receipt of interest agreed upon, if any, payment by Owner for undisputed services provided by the party requesting payment. The party responsible for

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**User Notes:**

(3B9ADA36)

payment (other than the Owner) shall pay interest of one and one half (1-1/2) percent per month to the party requesting payment on any undisputed amount not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the party responsible for payment shall pay the actual penalty due to the party requesting payment.

...

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

...

### **§ 6.1.1 Mediation**

...

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

...

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

...

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

...

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

**PAGE 7**

Litigation in a court of competent jurisdiction

...

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

...

Mauricio Ochoa  
1250 West Broadway Avenue  
Minneapolis, MN 55411

...

Jeff Martin  
7667 Equitable Dr, Eden Prairie, MN 55344  
jsmartin@ptnet.com  
651.497.9976

## PAGE 8

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

...

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

...

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

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

...

- 4** Building information modeling exhibit, AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

...

*(Insert the date of the ~~building information modeling exhibit E203-2013~~ incorporated into this Agreement.)*

...

January 31, 2020

...

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

...

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

...

[EXH-B Project Charter](#)

**PAGE 9**

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

...

[EXH-C Owner Insurance](#)

...

[EXH-D Project Schedule](#)

...

~~The Sustainability Plan:~~

...

**Title**

**Date**

**Pages**

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:51:50 CT on 07/05/2024 under Order No. 4104251278 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



# AIA® Document A101® – 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the **Fifth** day of **July** in the year **Two Thousand Twenty Four** (In words, indicate day, month and year.)

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

**FY24 – Royalston Warehouse Low Voltage Improvements**  
Royalston Warehouse  
415 Border Avenue  
Minneapolis, MN 55411

**THE OWNER**:  
(Name, legal status and address)

**Minneapolis Public Schools Special School District #1**  
1250 West Broadway Avenue  
Minneapolis, MN 55405

**THE CONTRACTOR**:  
(Name, legal status and address)

**Parallel Technologies, Inc. 7667 Equitable Dr**  
Eden Prairie, MN 55344

### TABLE OF ARTICLES

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

#### ARTICLE A.1 GENERAL

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

#### ARTICLE A.2 OWNER’S INSURANCE

##### § A.2.1 General

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

#### ADDITIONS AND DELETIONS:

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

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

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

**§ A.2.2 Liability Insurance**

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

**§ A.2.3 Required Property Insurance**

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

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

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

Causes of Loss	Sub-Limit
----------------	-----------

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

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

Coverage	Sub-Limit
----------	-----------

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

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

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

**§ A.2.3.3 Insurance for Existing Structures**

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

**§ A.2.4 Optional Extended Property Insurance.**

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

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

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
  
- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
  
- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
  
- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
  
- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
  
- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
  
- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

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

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

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

Coverage

Limits

### ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

#### § A.3.1 General

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

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

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

#### § A.3.2 Contractor's Required Insurance Coverage

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

#### § A.3.2.2 Commercial General Liability

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

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

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

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

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

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

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

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

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

*(Paragraph deleted)*

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

*(Paragraphs deleted)*

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

### **§ A.3.3 Contractor's Other Insurance Coverage**

**§ A.3.3.1** Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

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

If Professional Liability Insurance is required as part of this contract or becomes required during the course of the project coverage shall be in accordance with A.3.2.8, the insurance coverage shall be maintained for one calendar year after the date of Substantial Completion

**§ A.3.3.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1 as defined in EXH-C Owner Insurance.

*(Paragraphs deleted)*

**§ A.3.4 Performance Bond and Payment Bond**

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

*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	Full contract value
Performance Bond	Full contract value

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

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

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

None

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

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

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## PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Fifth day of July in the year Two Thousand Twenty Four

...

*(Name and location or address)*

FY24 – Royalston Warehouse Low Voltage Improvements  
Royalston Warehouse  
415 Border Avenue  
Minneapolis, MN 55411

...

Minneapolis Public Schools Special School District #1  
1250 West Broadway Avenue  
Minneapolis, MN 55405

...

Parallel Technologies, Inc. 7667 Equitable Dr  
Eden Prairie, MN 55344

## PAGE 4

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~—(\$ —) each occurrence, — (\$ —) general aggregate, and — (\$ —) aggregate for products-completed operations hazard,~~ as defined in ECH-C Owner Insurance, providing coverage for claims including

## PAGE 5

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

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

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

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

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

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

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

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

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

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

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If Professional Liability Insurance is required as part of this contract or becomes required during the course of the project coverage shall be in accordance with A.3.2.8, the insurance coverage shall be maintained for one calendar year after the date of Substantial Completion

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

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)* A.3.3.1 as defined in EXH-C Owner Insurance.

~~§ A.3.3.2.1~~ Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:  
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

~~§ A.3.3.2.2~~ **Railroad Protective Liability Insurance**, with policy limits of not less than ~~(\$ )~~ per claim and ~~(\$ )~~ in the aggregate, for Work within fifty (50) feet of railroad property.

~~§ A.3.3.2.3 Asbestos Abatement Liability Insurance~~, with policy limits of not less than ~~(\$ )~~ per claim and ~~(\$ )~~ in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

~~§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.~~

~~§ A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.~~

~~§ A.3.3.2.6 Other Insurance~~  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

**Coverage**

**Limits**

**§ A.3.4 Performance Bond and Payment Bond**

...

Payment Bond  
Performance Bond

Full contract value

Full contract value

...

None



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

Royalston Warehouse Low Voltage Improvements  
Royalston Warehouse  
415 Border Avenue  
Minneapolis, MN 55411

### THE OWNER:

*(Name, legal status and address)*

Minneapolis Public Schools Special School District 1  
1250 West Broadway Avenue  
Minneapolis, MN 55405

### THE ARCHITECT:

*(Name, legal status and address)*

Consultant – True North Consulting Group  
140 Third Street S  
Stillwater, MN 55082

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### **§ 1.1.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 The Work**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 The Project**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### **§ 1.1.5 The Drawings**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### **§ 1.1.6 The Specifications**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents 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 Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 Interpretation**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 1.7 Digital Data Use and Transmission**

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.

### **§ 1.8 Building Information Models Use and Reliance**

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

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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 OWNER**

### **§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

#### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **§ 3.4 Labor and Materials**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 Allowances**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### **§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### **§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### **§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 Shop Drawings, Product Data and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### **§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

**§ 4.1.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### **§ 4.2 Administration of the Contract**

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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 will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 4.2.3** On the basis of the site visits, the Architect will 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. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### **§ 4.2.4 Communications**

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority 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.

§ 4.2.7 The Architect will 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. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect 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. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any 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.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will 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 will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

### **§ 6.2 Mutual Responsibility**

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

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. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

#### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the 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 an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will 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) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

## **§ 9.7 Failure of Payment**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

## **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

#### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

#### § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

#### **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

## **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

##### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract 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 15.4.

### § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

#### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### **§ 15.1.2 Time Limits on Claims**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the 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 Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### **§ 15.1.3 Notice of Claims**

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### **§ 15.1.4 Continuing Contract Performance**

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### **§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### **§ 15.1.6 Claims for Additional Time**

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims 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 the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings 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 is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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.

### § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim 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 the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 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 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.

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

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

**§ 15.4.4 Consolidation or Joinder**

**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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).

**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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.

**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



# **Additions and Deletions Report for** **AIA® Document A201® – 2017**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:54:06 CT on 07/05/2024.

## **PAGE 1**

### Royalston Warehouse Low Voltage Improvements

Royalston Warehouse  
415 Border Avenue  
Minneapolis, MN 55411

...

### Minneapolis Public Schools Special School District 1

1250 West Broadway Avenue  
Minneapolis, MN 55405

...

### Consultant – True North Consulting Group

140 Third Street S  
Stillwater, MN 55082

## **PAGE 11**

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

...

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

## **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 11:54:06 CT on 07/05/2024 under Order No. 4104251278 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



# AIA® Document E203® – 2013

## Building Information Modeling and Digital Data Exhibit

This Exhibit dated the Fifth day of July in the year Two Thousand Twenty-Four is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

*(Name and location or address of the Project)*

Royalson Warehouse Low Voltage Improvements  
Royalston Warehouse  
415 Border Avenue  
Minneapolis, MN 55405

### TABLE OF ARTICLES

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

### ARTICLE 1 GENERAL PROVISIONS

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

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project,.

§ 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 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

### 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.

waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

§ 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 .

§ 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. 3.

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

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

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

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

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

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

**ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA**

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

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

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

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

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

**ARTICLE 3 DIGITAL DATA PROTOCOLS**

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

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

§ 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.

MPS Central files are the digital project files kept on the MPS server

§ 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.)

(Paragraph deleted)

§ .

§ 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.

**§ 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, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

**§ 3.5 Digital Data Management**

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

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

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

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

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols, 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 d by the Project Participants.

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

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

**Responsible Project Participant**

Contractor

**Project Milestone**

Project Construction begins

## 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
Project design	Architect

§ 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.

Authorized users of the model are defined in Article 7 of the AIA B101 agreement

§ 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 Exhibit B Project Milestones & Deliverables of the AIA B101 agreement

§ 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;
- .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.)

None

(Paragraph deleted)

§ .

§ 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, 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 to agreed-upon reference datum
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions as defined in the MPS Revit and Drafting Standards document.
- .5 Processes for aggregating Model files from varying software platforms
- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements
- .9 Other: *(Identify additional Model management protocols to be addressed.)*

Project participants responsible for the model shall use the MPS Revit template and comply with MPS Revit and Drafting standards.

Init.

**§ 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:

Transmit to MPS the model in PDF, Revit and AutoCAD

**§ 4.9 Post-Construction Model.** The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party’s responsibility.

*(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)*

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

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

As part of Basic Services, the Architect shall produce wayfinding floor plans for use by the Owner. Floor plans shall be provided in PDF and AutoCAD formats.

**ARTICLE 5 OTHER TERMS AND CONDITIONS**

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

As part of Basic Services, the Architect shall provide the Owner with Revit files that were created for the project. The files shall include the as-designed project.

Init.

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

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

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## PAGE 1

This Exhibit dated the Fifth day of July in the year Two Thousand Twenty-Four is incorporated into the agreement (the "Agreement") between the Parties for the following Project:  
*(Name and location or address of the Project)*

Royalson Warehouse Low Voltage Improvements  
Royalston Warehouse  
415 Border Avenue  
Minneapolis, MN 55405

...

§ 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.

...

§ 1.3.1 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.

## PAGE 2

§ 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.~~

...

§ 1.4.6 **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 G202–2013.3.~~

## PAGE 3

Project Agreements and Modifications	<u>Applicable</u>	<u>MPS Central Files</u>
Project communications	<u>Applicable</u>	<u>MPS Central Files</u>

Architect's pre-construction submittals	<u>Applicable</u>	<u>MPS Central Files</u>
Contract Documents	<u>Applicable</u>	<u>MPS Central Files</u>
Contractor's submittals	<u>Applicable</u>	<u>Contractor/Architect</u>
Subcontractor's submittals	<u>Applicable</u>	<u>Contractor/Architect</u>
Modifications	<u>Applicable</u>	<u>Architect</u>
Project payment documents	<u>Applicable</u>	<u>MPS Central Files</u>
Notices and claims	<u>Applicable</u>	<u>MPS Central Files</u>
Building Information Modeling	<u>Applicable</u>	<u>Architect</u>
All other construction related documents	<u>Applicable</u>	<u>Contractor</u>

...

MPS Central files are the digital project files kept on the MPS server

**PAGE 4**

§ 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.

§ .

§ 3.3 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. protocols.

...

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, protocols, 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.

...

[  ] The Parties 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, protocols, 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\_d by the Project Participants.

...

Contractor

Project Construction begins

**PAGE 5**

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

...

Project design

Architect

**§ 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.

Participants.

Authorized users of the model are defined in Article 7 of the AIA B101 agreement

...

Defined in Exhibit B Project Milestones & Deliverables of the AIA B101 agreement

**PAGE 6**

None

**§ 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.

§ .

...

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202-2013, protocols, 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.

...

**.1** Model origin point, coordinate system, precision, file formats and units. The model shall be accurately geo-located to agreed-upon reference datum

...

**.4** Naming conventions as defined in the MPS Revit and Drafting Standards document.

...

Project participants responsible for the model shall use the MPS Revit template and comply with MPS Revit and Drafting standards.

**PAGE 7**

Transmit to MPS the model in PDF, Revit and AutoCAD

...

<b>§ 4.9.1</b>	Remodeling	<u>Applicable</u>	<u>Owner</u>	
<b>§ 4.9.2</b>	Wayfinding and Mapping	<u>Applicable</u>	<u>Architect</u>	
<b>§ 4.9.3</b>	Asset/FF & E Management	<u>Applicable</u>	<u>Owner</u>	
<b>§ 4.9.4</b>	Energy Management	<u>Applicable</u>	<u>Owner</u>	
<b>§ 4.9.5</b>	Space Management	<u>Applicable</u>	<u>Owner</u>	
<b>§ 4.9.6</b>	Maintenance Management	<u>Applicable</u>	<u>Owner</u>	

...

As part of Basic Services, the Architect shall produce wayfinding floor plans for use by the Owner. Floor plans shall be provided in PDF and AutoCAD formats.

...

As part of Basic Services, the Architect shall provide the Owner with Revit files that were created for the project. The files shall include the as-designed project.



# **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 11:55:10 CT on 07/05/2024 under Order No. 4104251278 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E203™ – 2013, Building Information Modeling and Digital Data Exhibit, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

# Exhibit B – Project Charter

## FY24 – Royalston Warehouse Low Voltage Improvements

### Description

Low voltage upgrades for a leased warehouse space. Upgrades include but is not limited to new structured cabling systems, intrabuilding backbone, IDF cabinets, basic conference room AV systems and security systems. The security systems include Genetec video surveillance, Genetec access control and Bosch intrusion detection systems and shall be furnished and installed by a certified Genetec integrator as a sub-contractor. Additionally, a licensed electrician shall be subcontracted for the electrical connections required for the security systems and IDFs.

### Contract Sum

The Contract Sum shall be \$162,653.97

# EXHIBIT C Owner Insurance

## Insurance Requirements

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

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

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

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

- b. Comprehensive General Liability Insurance \*

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

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

- c. Automobile Insurance

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

- d. Professional Liability Insurance

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

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

Aggregate	\$4,000,000
-----------	-------------

e. Umbrella Liability Insurance

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

Aggregate	\$2,000,000
-----------	-------------

f. Manned or Unmanned Aircraft Coverage (if used)

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

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

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

2. CONSULTANT’S OBLIGATIONS

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

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

### 3. PROFESSIONAL LIABILITY INSURANCE

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

### 4. COVERAGE

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

### 5. GENERALLY

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

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

## Insurance requirements for Contractors

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

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

#### a. Commercial General Liability

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

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

#### b. Automobile Insurance

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

#### c. Workers Compensation

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

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

i. Per Claim \$2,000,000

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

e. Manned or Unmanned Aircraft Coverage (if used)

i. Per Claim \$1,000,000

ii. Aggregate \$1,000,000

f. Property Insurance

i. Per Claim \$1,000,000

ii. Aggregate \$1,000,000

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

g. Builders "all risk" Insurance

i. Per Claim \$2,000,000

ii. Aggregate \$4,000,000

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

h. Umbrella Liability

i. Aggregate limit \$5,000,000

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

# Exhibit D – Project Schedule

## Project Name and Number

**MPS Project Number:** 24WARE001

**Project Name:** Royalston Warehouse Low Voltage Improvements

**Building:** Royalston Warehouse

**Address:** 415 Border Avenue, Minneapolis, MN 55405

**OP#:** 24-2425

## Description

Low voltage upgrades for a leased warehouse space. Upgrades include but is not limited to new structured cabling systems, intrabuilding backbone, IDF cabinets, basic conference room AV systems and security systems. The security systems include Genetec video surveillance, Genetec access control and Bosch intrusion detection systems and shall be furnished and installed by a certified Genetec integrator as a sub-contractor. Additionally, a licensed electrician shall be subcontracted for the electrical connections required for the security systems and IDFs.

## Schedule

Work will occur during normal occupancy of the building (6am – 5pm). The General Contractor will provide advance notice to MPS if disruptive work will occur so that MPS can inform staff and the landlord.

Board Meeting Approval: August 6th, 2024

Construction Commences: August 27<sup>th</sup>, 2024 – Pending Contract execution

Pre-Construction Meeting – August 27<sup>th</sup>, 2024

Substantial Completion – November 29<sup>th</sup>, 2024

- Close-out Documents no later than 45 days past date of Substantial Completion

## Substantial Completion

The Work will be substantially complete on or before November 29<sup>th</sup>, 2024

## Portion of Work (use this if multiple completion/milestone dates)

Portion of Work	Final Completion Date
N/A	N/A



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 Perman Law Firm, PLLC “Contractor” (collectively “parties”) to provide legal consultation and services to human resources department.

### **TERM OF CONTRACT**

1.1 This Contract is effective on July 1, 2024 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2025, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

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

### **2 SCOPE OF WORK**

2.1 Contractor shall perform all of the services 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 \$120,000. 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 costs incurred, including filing fees, and the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

### **3.3 Taxes.**

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

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

### **3.4 Fund Availability; Federal Funds Contingency.**

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

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

#### **4 GENERAL TERMS AND CONDITIONS**

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

#### **5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **6 BACKGROUND CHECKS**

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

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

## 7 DATA PRIVACY

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

## 8 OWNERSHIP OF MATERIAL

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

## 9 USE OF DISTRICT NAME OR LOGO

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

## 10 INDEPENDENT CONTRACTOR

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

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

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

## **11 WORKER HEALTH, SAFETY AND TRAINING**

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

## **12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS**

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

## **13 INSURANCE**

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

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

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

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

## **14 INDEMNIFICATION**

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

## **15 LIMITATION ON LIABILITY**

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

## **16 CONFLICT OF INTEREST/CODE OF ETHICS**

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

## **17 COMPLIANCE WITH LAWS AND DEBARMENT**

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

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

## **18 TERMINATION**

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

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

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

## **19 RETURN OF DATA**

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

## **20 RECORDS MANAGEMENT AND MAINTENANCE**

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

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

## 21 NOTICES/ADMINISTRATION

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

### Special School District No. 1

Division: Human Resources  
Attn: Alicia Miller  
1250 W Broadway  
Minneapolis, MN 55411  
Email: [alicia.miller@mpls.k12.mn.us](mailto:alicia.miller@mpls.k12.mn.us)

### CONTRACTOR

Perman Law Firm, PLLC  
Phone: 651.224.8935  
Address: 30 7th Street East, Suite 2750, St. Paul, MN 55101  
Email: [naomi@permanlaw.com](mailto:naomi@permanlaw.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:

(Printed)

Title:

Date: \_\_\_\_\_

**CONTRACTOR NAME**

Signature: *Naomi E Perman*

Name:

(Printed) *Naomi E Perman*

Title: *Contractor*

Date: *7/31/2024*

**Exhibit A:**

**Deliverables:** Advising MPS personnel on immigration matters and preparing submissions to the US Department of Homeland Security, US Department of Labor, and US Department of State (for consular processing) that, if approved, will provide nonimmigrant status and employment authorization to MPS personnel and permanent resident status (“Green Cards”) to MPS personnel

**Service Outcome:** Approvals of visa petitions and Green Card applications

**Method of Evaluation:** MPS will evaluate performance based on receiving timely legal advice, document preparation and submission for the US Department of Homeland Security, US Department of Labor, and US Department of State, and to qualify prospective candidates with immigration limitations, eligibility for employment.

[The remainder of this page intentionally left blank.]

## **EXHIBIT B: PAYMENT TERMS**

If there are exhibits to describe the payment terms:

\$250 an hour for services rendered by attorney, Naomi E Perman and \$175 an hour for services provided by Legal Assistant, Alejandra Kelly. All costs incurred are will be reimbursed by MPS (including photocopying, FedEx, credential evaluations, and filing fees)

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MINNEAPOLIS  
PUBLIC SCHOOLS

Urban Education. Global Citizens.

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

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

### 1. TERM OF CONTRACT

- 1.1. This Contract is effective on 08/06/24 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 08/01/2025 or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2. Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

### 2. SCOPE OF WORK

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

### 3. CONSIDERATION AND TERMS OF PAYMENT

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



MINNEAPOLIS  
PUBLIC SCHOOLS  
Urban Education. Global Citizens.

1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

[www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)

SRM: 4400002470

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- 3.1. Total Obligation.
- 3.2. District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, would be based on "MN Rate Sheet 2024-2025 School Year." Nursing rates will not exceed \$90/hour for Licensed School Nurses, \$85/hour for Registered Nurses (RNs) and \$65/hour for Licensed Practical Nurses. Rates for School Social workers shall not exceed \$85/hour. Rates for School Counselors shall not exceed \$90/hour. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract. This is a contingency contract as and when needed.
- 3.3. Frequency of Invoicing and Terms of Payment.

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

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

- 3.4. Taxes.

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

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

### 3.5. Fund Availability; Federal Funds Contingency.

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

## 4. GENERAL TERMS AND CONDITIONS

4.1. The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless 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



1250 West Broadway Ave. Minneapolis, MN 55411-2533  
Phone: 612.668.0000  
[www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)  
SRM: 4400002470

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

## 7. DATA PRIVACY

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

## 8. STUDENT DATA

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

- 8.1.2. Contractors will obtain a District release of information on each individual student, and access information solely through the District's Community Partner Portal. Releases of information are accepted on an ongoing basis.
  - 8.1.3. Contractors needing basic, de-identified and aggregate student data, as defined by the District, must contact Partnership Evaluation ([partnership.evaluation@mpls.k12.mn.us](mailto:partnership.evaluation@mpls.k12.mn.us)). Basic reports are subject to a fee.
  - 8.1.4. Contractors needing data for research or evaluation must contact the District's Research, Evaluation and Assessment (<http://rea.mpls.k12.mn.us>) and follow the applicable processes. Requests are also subject to a fee.
  - 8.1.5. Contractors applying for grants that need District student data for reporting purposes are required to contact Resource Development and Innovation (<http://rdi.mpls.k12.mn.us>) for a letter of support and approval.
- 8.2. If Contractor has been hired to do work as an agent for the District, Contractor agrees that when it receives data it shall do the following:
- 8.2.1. Ensure that all student/family information will be treated as confidential information. Such information will not be discussed, shared or released unless needed to perform the task for which Contractor was selected;
  - 8.2.2. Ensure that no copies of data are made. If copies are made, all copies must be shredded or returned to the District;
  - 8.2.3. Establish policies and procedures to protect the confidentiality of the data;
  - 8.2.4. Securely destroy all data at the end of the Contract or within one year if the data is needed;
  - 8.2.5. Inform the District, in writing, about any data breach that occurs (letter must include specific information about what happened, when, and proposed method for resolving the issue);
  - 8.2.6. Allow the district to review and approve any reported results, prior to public distribution.

## 9. USE OF DISTRICT SPACE

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

## 10. USE OF DISTRICT NAME OR LOGO

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

## 11. MALTREATMENT OF MINORS REPORTING ACT

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

## 12. PROFESSIONAL STANDARDS OF BEHAVIOR

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

## 13. OWNERSHIP OF MATERIAL

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

## 14. INDEPENDENT CONTRACTOR

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



contesting or defending against any responsibility therefore which is asserted against District to the extent permitted by law.

## 15. WORKER HEALTH, SAFETY AND TRAINING

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

## 16. BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

## 17. INSURANCE

- 17.1. At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.
- 17.2. Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has Director's and Officer's Errors and Omissions and professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured as the coverage. Contractor shall provide all such certificates to District.

- 17.3. Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.
- 17.4. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is canceled.

## 18. INDEMNIFICATION

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

## 19. LIMITATION ON LIABILITY

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

## 20. CONFLICT OF INTEREST/CODE OF ETHICS

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

## 21. COMPLIANCE WITH LAWS AND DEBARMENT

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

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

## 22. TERMINATION

- 22.1. The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after receipt of notice of termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.
- 22.2. District may terminate this Contract in whole or in part for Cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. In this event, District will not be liable for any amounts; but Contractor shall be liable to District for all losses, damages, and expenses, including, without limitation, the excess cost of recouping similar goods or services; shipping charges for any items District may at its option return to Contractor, including items already delivered, but for which District no longer has any use because of Contractor's default; and amounts paid by District for any items District has received but returns to Contractor. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.
- 22.3. Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law, equity or statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

## 23. RETURN OF DATA

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

agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

## 24. RECORDS MANAGEMENT AND MAINTENANCE

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

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### **Special School District No. 1**

Name of the District Signer: Ryan Strack

Title: Assistant to the Superintendent and School Board

Email: [ryan.strack@mpls.k12.mn.us](mailto:ryan.strack@mpls.k12.mn.us)

### **Partner**

Name: Katelyn Gustafson

Email: [katelyn.gustafson@ssg-healthcare.com](mailto:katelyn.gustafson@ssg-healthcare.com)



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Address:

## 26. ACKNOWLEDGMENT

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

## 27. NON-WAIVER

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

## 28. ASSIGNMENT

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

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

- 29.1. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from



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time to time. Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

### 30. WARRANTY

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

### 31. SEVERABILITY

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

### 32. SURVIVABILITY

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

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**SPECIAL SCHOOL DISTRICT NO. 1**

By: \_\_\_\_\_

Name: Ryan Strack

Title: Assistant to the Superintendent and School Board

Date: \_\_\_\_\_

**PARTNER**

By:  \_\_\_\_\_

Name: Katelyn Gustafson

Title: Director of Client Services

Email: [katelyn.gustafson@ssg-healthcare.com](mailto:katelyn.gustafson@ssg-healthcare.com)

Phone: 773-808-2013

Date: 7/29/2024



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## **EXHIBIT A: PROGRAMMING PROVIDED**

### **Description of Program and Delivery:**

(a) Staffing. Stepping Stones is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to District. Stepping Stones will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, Services include School Health Services, Related Services, and/or Special Education Services.

Stepping Stones will supply the District with School Health, Related Services, and/or Special Education Services Personnel requested who meet the following criteria, if the role involves the provision of health and mental health services. Stepping Stones will

- a. Conduct a criminal background screening in accordance with applicable law
- b. Verify current license, registration or certifications, including CPS, for the services to be provided, if applicable to role
- c. Skill assessment checklist of competencies for the position and an exam, if applicable
- d. Verify that a current Tuberculosis (TB) test or screening is on file
- e. Verify relevant professional and specialty expertise as requested by District
- f. Receive employment verification
- g. Confirm Personnel are authorized to work
- h. Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender registry.

Stepping Stones will provide Personnel specific to the requirements provided by the District following receipt of the BIP, IEP, IHP or 504 Plan (the "Plan"), as applicable, from the District. Stepping Stones will use its best efforts to provide Personnel who meet the qualifications as specified by the District and shall perform services in accordance with the terms of this Agreement. District Shall provide Stepping Stones with the skill level, experience and services to be provided by Personnel to any student(s). Stepping Stones will provide Board of Social Work licensure supervision, if required.

(b) Distance Learning Service(s). District may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to District school closings and/or delays. District is responsible for overseeing and directing placement outside of school for Distance Learning Service if requested. District will provide supplies and resources needed to implement Distance Learning Services and its own expense. District is responsible for maintaining a safe environment for all Distance Learning Services.

(c) Right to Dismiss. If at any time the District, in its reasonable judgment, determines that the staffing Services provided any Personnel provided hereunder is inadequate, unsatisfactory or has failed to

comply with Districts rules, regulations, or policies, District shall immediately advise Stepping Stones. Stepping Stones will remove Personnel from the District's Site as requested. District will cooperate with Stepping Stones and provide reasonable detail(s) for the dismissal.

Contingency as when needed

### **Service Outcome:**

Skilled nurses, school social workers, and school counselors provide duties under the scope of licensure in the state of Minnesota. Contracted positions will fill vacancies in MPS staffing at school sites.

### **Method of Evaluation**

Agency will provide statistics on candidate conversions (presented to submitted, presented to offers made, presented to full placement, and presented to work), candidate fall off, and feedback time by month.



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## **EXHIBIT B: PAYMENT TERMS**

If there are exhibits to describe the payment terms:

The payment terms are as follows: Payment terms are on an hourly basis. Nursing rates will not exceed \$90/hour for Licensed School Nurses, \$85/hour for Registered Nurses (RNs) and \$65/hour for Licensed Practical Nurses. Rates for School Social workers shall not exceed \$85/hour. Rates for School Counselors shall not exceed \$90/hour.

The PO amount will be contingent on the department's requirement assessment and will be increased as and when needed.

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## EXHIBIT C: STUDENT DATA PRIVACY

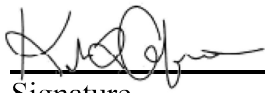
As used in this exhibit, the term “educational data” shall have the meaning ascribed to it under the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. § 13.32 as amended.

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

Katelyn Gustafson  
\_\_\_\_\_  
Name

Director of Client Services  
\_\_\_\_\_  
Title

7/29/2024  
\_\_\_\_\_  
Date



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## EXHIBIT D. AGREEMENT FOR AGENCY NURSING IN THE SCHOOL SETTING

This Agreement, entered into this August 6, 2024 by and between Minneapolis Public School/Special School District #1 (hereinafter referred to as the “School District”), 1250 W. Broadway Ave. Minneapolis, MN 55411-2533, and Stepping Stones Group. (“Agency”).

WHEREAS, the School District has determined that it is necessary to retain the services of a qualified agency to attain nursing services to be provided

WHEREAS, the Agency is duly qualified to perform professional nursing services including, but not limited to, catheterization, gastrostomy care and medication administration.

NOW, THEREFORE, the parties agree as follows:

1. The Agency shall provide the following services:
  - a. A qualified nurse to provide nursing care for students at the assigned school. The contracted nursing services will be provided consistent with licensed healthcare provider orders and plan of care.
  - b. Supervision of the nurses will be the responsibility of the Agency, including verification of licensure, background checks and evidence of insurance, including general liability, automobile liability and professional error/omissions. Copies of these documents will be provided to the School District prior to the beginning of the Agreement.
  - c. The Agency will not send student nurses to this assignment.
  - d. Agency nurses will document all care provided.
2. The service will begin on August 6th, 2024 and shall not extend beyond August 1, 2025
3. The School District shall make payments for the services rendered to the Agency on a weekly basis based on actual claims submitted for days worked on-site per the current School/Health Support duty year calendar. The rate of pay shall be \$90 per hour for Licensed School Nurse (LSN), \$85 per hour Registered Nurse (RN) and \$65 per hour for Licensed Practical Nurse (LPN) coverage. All payments will be provided to the Agency within 30 days of service.
4. The School District shall monitor the services of the Agency as follows:
  - a. The Student Services Department (Attn: Sharifa Urey) for the School District shall receive copies of all invoices for payment.
  - b. The Health Service Director (attn: Amber Spaniol, RN, PHN Licensed School Nurse) shall have access to required items for review as needed

5. The Agency will abide by all School District policies regarding nondiscrimination, harassment, data privacy and other School District policies and state statutes, including Minn. Stat. sec. 16C.05, subd. 5.
6. The School District shall not request the Agency nurse to provide medical services of any type to any other staff or visitors.
7. Either party may terminate this Agreement with a four-week written notice.

***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

Katelyn Gustafson

Name

Director of Client Services

Title

7/29/2024

Date



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

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

### 1. TERM OF CONTRACT

- 1.1. This Contract is effective on 08/06/24 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 8/1/25 or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2. Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

### 2. SCOPE OF WORK

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

### 3. CONSIDERATION AND TERMS OF PAYMENT

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



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3.1. Total Obligation.

3.2. District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, would be based on the "Quote for Services 2024-2025 School Year." Nursing rates will not exceed \$85/hour for Licensed School Nurses, \$80/hour for Registered Nurses (RNs) and \$70/hour for Licensed Practical Nurses. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract. This is a contingency contract as and when needed.

3.3. Frequency of Invoicing and Terms of Payment.

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

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

3.4. Taxes.

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



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

### 3.5. Fund Availability; Federal Funds Contingency.

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

## 4. GENERAL TERMS AND CONDITIONS

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



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

## 7. DATA PRIVACY

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

## 8. STUDENT DATA

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

- 8.1.2. Contractors will obtain a District release of information on each individual student, and access information solely through the District's Community Partner Portal. Releases of information are accepted on an ongoing basis.
  - 8.1.3. Contractors needing basic, de-identified and aggregate student data, as defined by the District, must contact Partnership Evaluation ([partnership.evaluation@mpls.k12.mn.us](mailto:partnership.evaluation@mpls.k12.mn.us)). Basic reports are subject to a fee.
  - 8.1.4. Contractors needing data for research or evaluation must contact the District's Research, Evaluation and Assessment (<http://rea.mpls.k12.mn.us>) and follow the applicable processes. Requests are also subject to a fee.
  - 8.1.5. Contractors applying for grants that need District student data for reporting purposes are required to contact Resource Development and Innovation (<http://rdi.mpls.k12.mn.us>) for a letter of support and approval.
- 8.2. If Contractor has been hired to do work as an agent for the District, Contractor agrees that when it receives data it shall do the following:
- 8.2.1. Ensure that all student/family information will be treated as confidential information. Such information will not be discussed, shared or released unless needed to perform the task for which Contractor was selected;
  - 8.2.2. Ensure that no copies of data are made. If copies are made, all copies must be shredded or returned to the District;
  - 8.2.3. Establish policies and procedures to protect the confidentiality of the data;
  - 8.2.4. Securely destroy all data at the end of the Contract or within one year if the data is needed;
  - 8.2.5. Inform the District, in writing, about any data breach that occurs (letter must include specific information about what happened, when, and proposed method for resolving the issue);
  - 8.2.6. Allow the district to review and approve any reported results, prior to public distribution.

## 9. USE OF DISTRICT SPACE

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

## 10. USE OF DISTRICT NAME OR LOGO

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

## 11. MALTREATMENT OF MINORS REPORTING ACT

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

## 12. PROFESSIONAL STANDARDS OF BEHAVIOR

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

## 13. OWNERSHIP OF MATERIAL

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

## 14. INDEPENDENT CONTRACTOR

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

contesting or defending against any responsibility therefore which is asserted against District to the extent permitted by law.

## 15. WORKER HEALTH, SAFETY AND TRAINING

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

## 16. BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

## 17. INSURANCE

- 17.1. At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.
- 17.2. Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has Director's and Officer's Errors and Omissions and professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured as the coverage. Contractor shall provide all such certificates to District.

- 17.3. Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.
- 17.4. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is canceled.

## 18. INDEMNIFICATION

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

## 19. LIMITATION ON LIABILITY

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

## 20. CONFLICT OF INTEREST/CODE OF ETHICS

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

## 21. COMPLIANCE WITH LAWS AND DEBARMENT

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

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

## 22. TERMINATION

- 22.1. The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after receipt of notice of termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.
- 22.2. District may terminate this Contract in whole or in part for Cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. In this event, District will not be liable for any amounts; but Contractor shall be liable to District for all losses, damages, and expenses, including, without limitation, the excess cost of recouping similar goods or services; shipping charges for any items District may at its option return to Contractor, including items already delivered, but for which District no longer has any use because of Contractor's default; and amounts paid by District for any items District has received but returns to Contractor. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.
- 22.3. Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law, equity or statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

## 23. RETURN OF DATA

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



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agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

## 24. RECORDS MANAGEMENT AND MAINTENANCE

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

## 25. NOTICES/ADMINISTRATION

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

### **Special School District No. 1**

Name of the District Signer: Ryan Strack

Title: Assistant to the Superintendent and School Board

Email: ryan.strack@mpls.k12.mn.us

### **Partner**

Name: Elizabeth Reitmeyer

Email: elizabeth.reitmeyer@sunbeltstaffing.com



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Address:

## 26. ACKNOWLEDGMENT

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

## 27. NON-WAIVER

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

## 28. ASSIGNMENT

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

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

- 29.1. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from



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time to time. Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

### 30. WARRANTY

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

### 31. SEVERABILITY

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

### 32. SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

**SPECIAL SCHOOL DISTRICT NO. 1**

By: \_\_\_\_\_

Name: Ryan Strack

Title: Assistant to the Superintendent and School Board

Date: \_\_\_\_\_

**PARTNER**

By: \_\_\_\_\_

Name: Elizabeth reitmeyer

Title: Contractor

Email: [elizabeth.reitmeyer@sunbeltstaffing.com](mailto:elizabeth.reitmeyer@sunbeltstaffing.com)

Phone:

Date: \_\_\_\_\_



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## **EXHIBIT A: PROGRAMMING PROVIDED**

### **Description of Program and Delivery:**

(a) Staffing. Sunbelt is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to District. Sunbelt will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, Services include School Health Services, Related Services, and/or Special Education Services.

Sunbelt will supply the District with School Health, Related Services, and/or Special Education Services Personnel requested who meet the following criteria, if the role involves the provision of health and mental health services. Sunbelt will

- a. Conduct a criminal background screening in accordance with applicable law
- b. Verify current license, registration or certifications, including CPS, for the services to be provided, if applicable to role
- c. Skill assessment checklist of competencies for the position and an exam, if applicable
- d. Verify that a current Tuberculosis (TB) test or screening is on file
- e. Verify relevant professional and specialty expertise as requested by District
- f. Receive employment verification
- g. Confirm Personnel are authorized to work
- h. Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender registry.

Sunbelt will provide Personnel specific to the requirements provided by the District following receipt of the BIP, IEP, IHP or 504 Plan (the "Plan"), as applicable, from the District. Sunbelt will use its best efforts to provide Personnel who meet the qualifications as specified by the District and shall perform services in accordance with the terms of this Agreement. District Shall provide Sunbelt with the skill level, experience and services to be provided by Personnel to any student(s). Sunbelt will provide Board of Social Work licensure supervision, if required.

(b) Distance Learning Service(s). District may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to District school closings and/or delays. District is responsible for overseeing and directing placement outside of school for Distance Learning Service if requested. District will provide supplies and resources needed to implement Distance Learning Services and its own expense. District is responsible for maintaining a safe environment for all Distance Learning Services.

(c) Right to Dismiss. If at any time the District, in its reasonable judgment, determines that the staffing Services provided any Personnel provided hereunder is inadequate, unsatisfactory or has failed to

(d)

(e) Contingency as when needed



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comply with Districts rules, regulations, or policies, District shall immediately advise Sunbelt. Sunbelt will remove Personnel from the District's Site as requested. District will cooperate with Sunbelt and provide reasonable detail(s) for the dismissal.

### **Service Outcome:**

Skilled nurses, school social workers, and school counselors provide duties under the scope of licensure in the state of Minnesota. Contracted positions will fill vacancies in MPS staffing at school sites.

### **Method of Evaluation**

Agency will provide statistics on candidate conversions (presented to submitted, presented to offers made, presented to full placement, and presented to work), candidate fall off, and feedback time by month.



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## **EXHIBIT B: PAYMENT TERMS**

If there are exhibits to describe the payment terms:

The payment terms are as follows: Payment terms are on an hourly basis. Nursing rates will not exceed \$85/hour for Licensed School Nurses, \$80/hour for Registered Nurses (RNs) and \$70/hour for Licensed Practical Nurses.

The PO amount will be contingent on the department's requirement assessment and will be increased as and when needed.

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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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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## EXHIBIT D. AGREEMENT FOR AGENCY NURSING IN THE SCHOOL SETTING

This Agreement, entered into this August 6th, 2024 by and between Minneapolis Public School/Special School District #1 (hereinafter referred to as the “School District”), 1250 W. Broadway Ave. Minneapolis, MN 55411-2533, and Sunbelt Staffing. (“Agency”), 3687 Tampa Rd, Ste 200 Oldsmar, FL 34677..

WHEREAS, the School District has determined that it is necessary to retain the services of a qualified agency to attain nursing services to be provided

WHEREAS, the Agency is duly qualified to perform professional nursing services including, but not limited to, catheterization, gastrostomy care and medication administration.

NOW, THEREFORE, the parties agree as follows:

1. The Agency shall provide the following services:
  - a. A qualified nurse to provide nursing care for students at the assigned school. The contracted nursing services will be provided consistent with licensed healthcare provider orders and plan of care.
  - b. Supervision of the nurses will be the responsibility of the Agency, including verification of licensure, background checks and evidence of insurance, including general liability, automobile liability and professional error/omissions. Copies of these documents will be provided to the School District prior to the beginning of the Agreement.
  - c. The Agency will not send student nurses to this assignment.
  - d. Agency nurses will document all care provided.
2. The service will begin on August 6, 2024 and shall not extend beyond August 1, 2025.
3. The School District shall make payments for the services rendered to the Agency on a weekly basis based on actual claims submitted for days worked on-site per the current School/Health Support duty year calendar. The rate of pay shall be \$80-\$85 per hour for Licensed School Nurse (LSN), \$75-\$80 per hour Registered Nurse (RN) and \$65-\$70 per hour for Licensed Practical Nurse (LPN) coverage. All payments will be provided to the Agency within 30 days of service.
4. The School District shall monitor the services of the Agency as follows:
  - a. The Student Services Department (Attn: Sharifa Urey) for the School District shall receive copies of all invoices for payment.
  - b. The Health Service Director (attn: Amber Spaniol, RN, PHN Licensed School Nurse) shall have access to required items for review as needed

5. The Agency will abide by all School District policies regarding nondiscrimination, harassment, data privacy and other School District policies and state statutes, including Minn. Stat. sec. 16C.05, subd. 5.
6. The School District shall not request the Agency nurse to provide medical services of any type to any other staff or visitors.
7. Either party may terminate this Agreement with a four-week written notice.

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

**[CONTRACTOR NAME]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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## **CONTRACT FOR SERVICES – \$25,000 above**

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Tiffin Man Global Kitchen “Contractor” (collectively “parties”) to provide Lunch Services to Wellstone International High School.

### **TERM OF CONTRACT**

1.1 This Contract is effective on 7/23/2024 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 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 \$188,100.00. Contractor shall



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

### **3.2 *Frequency of Invoicing and Terms of Payment***

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

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

### **3.3 *Taxes.***

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

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

### **3.4 *Fund Availability; Federal Funds Contingency.***

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

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

#### **4 GENERAL TERMS AND CONDITIONS**

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

#### **5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **6 BACKGROUND CHECKS**

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

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

## 7 DATA PRIVACY

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

## 8 OWNERSHIP OF MATERIAL

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

## 9 USE OF DISTRICT NAME OR LOGO

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

## 10 INDEPENDENT CONTRACTOR

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

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

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

## **11 WORKER HEALTH, SAFETY AND TRAINING**

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

## **12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS**

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

## **13 INSURANCE**

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

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

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

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

## **14 INDEMNIFICATION**

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

## **15 LIMITATION ON LIABILITY**

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

## **16 CONFLICT OF INTEREST/CODE OF ETHICS**

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

## **17 COMPLIANCE WITH LAWS AND DEBARMENT**

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

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

## **18 TERMINATION**

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

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

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

## **19 RETURN OF DATA**

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

## **20 RECORDS MANAGEMENT AND MAINTENANCE**

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

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

## 21 NOTICES/ADMINISTRATION

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

### Special School District No. 1

Division: Wellstone International High School

Attn: Isabel E. Rodriguez-Mendoza

1250 W Broadway

Minneapolis, MN 55411

Email: [isabel.rodriguez@mpls.k12.mn.us](mailto:isabel.rodriguez@mpls.k12.mn.us)

### CONTRACTOR

Tiffin Man Global Kitchen

Phone: 612-423-5186

Address: 1501 Hennepin Avenue, Minneapolis, MN 55403

Email: [jag.arora@tiffinman.com](mailto:jag.arora@tiffinman.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



1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

[www.mpls.k12.mn.us](http://www.mpls.k12.mn.us)

SRM: 4400002472

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

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

## **22 NON-WAIVER**

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

## **23 ASSIGNMENT**

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

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

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

## **25 WARRANTY**

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

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

## **26 SEVERABILITY**

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

## **27 SURVIVABILITY**

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

[The remainder of this page intentionally left blank.]

**SPECIAL SCHOOL DISTRICT NO. 1**

Signature: \_\_\_\_\_

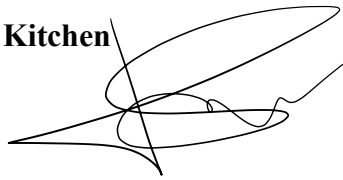
Name: (Printed)

Title:

Date:

**Tiffin Man Global Kitchen**

Signature:



Name: (Printed)

**JAGDEEP SINGH ARORA**

Title:

**CEO**

Date:

**7/30/24**

**Exhibit A:**

**Deliverables:**

Lunch Services for Wellstone International High School

**Service Outcome:**

Providing lunches for students

**Method of Evaluation:**

Services for students

[The remainder of this page intentionally left blank.]

## **EXHIBIT B: PAYMENT TERMS**

If there are exhibits to describe the payment terms:

[The remainder of this page intentionally left blank.]

## EXHIBIT C: STUDENT DATA PRIVACY

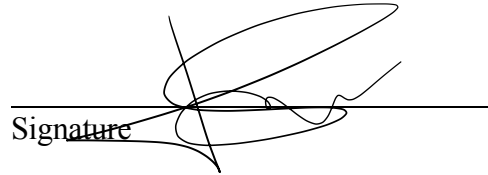
As used in this exhibit, the term “educational data” shall have the meaning ascribed to it under the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. § 13.32 as amended.

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

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

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

[CONTRACTOR NAME]

Signature 

JAGDEEP SINGH ARORA  
Name

CEO  
Title

7/30/24  
Date

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



Resolution No. 2024-0038  
August 6, 2024

**Resolution approving the 2024-2025 school year e-learning day plan**

**WHEREAS**, Minnesota law allows school districts to adopt an “e-learning day plan” in order to conduct instruction fully online for up to five days, during inclement weather; and

**WHEREAS**, the required provisions in Minnesota Statutes Section 120A.414 have been met in the proposed plan, including negotiation with the exclusive representative of the district’s teachers (Minneapolis Federation of Teachers).

**NOW THEREFORE BE IT RESOLVED**, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby approves the proposed e-learning day plan labeled as 2024-0038A and directs that parents and students be notified as required.

ADOPTED this 6th day of August 2024.

\_\_\_\_\_  
Collin Beachy, Chair

\_\_\_\_\_  
Lori Norvell, Clerk

<b>RECORD OF BOARD VOTE (2024-0038)</b>						
DIRECTOR	MOVE	SECOND	AYE	NAY	ABSTAIN	ABSENT
Abdi						
El-Amin						
Feerayarre						
Cerrillo						
Norvell						
Jourdain						
Beachy						
Ellison						
Emerick						

## Minneapolis Public Schools E-Learning Day Plan (2024–2025)

We value every one of our students and are striving to ensure each student continues their learning while school buildings are closed. Our focus for the E-Learning Plan is to outline the conditions for successful learning on inclement weather days.

<p><b>Plan Table of Contents</b></p>	<ul style="list-style-type: none"> <li><a href="#">General Overview</a></li> <li><a href="#">Instructional Hours and Days</a></li> <li><a href="#">Communications Protocol</a></li> <li><a href="#">Plan Overview</a></li> <li><a href="#">Site Expectations</a></li> <li><a href="#">Teacher Expectations</a></li> <li><a href="#">Student Expectations</a></li> <li><a href="#">Attendance</a></li> <li><a href="#">Grading</a></li> <li><a href="#">Pre-Kindergarten</a></li> <li><a href="#">Preschool Schedule (without Internet and digital device access)</a></li> <li><a href="#">Elementary Schedule (access to Internet and technology)</a></li> <li><a href="#">Elementary Schedule (without Internet and digital device access)</a></li> <li><a href="#">Middle and High School Schedule (access to Internet and technology)</a></li> <li><a href="#">Middle and High School Schedule (without Internet and digital device access)</a></li> <li><a href="#">Considerations for Special Populations</a></li> <li><a href="#">English Learners</a></li> <li><a href="#">Special Education and 504 Services</a></li> <li><a href="#">Social Emotional Learning</a></li> <li><a href="#">Mental Health Supports</a></li> <li><a href="#">Internet Safety and Digital Citizenship</a></li> <li><a href="#">Minneapolis Kids</a></li> <li><a href="#">Youth and Adult Enrichment</a></li> <li><a href="#">Adult Basic Education</a></li> </ul>
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<b>General Overview</b>	<p><a href="#">Minnesota Statutes Section 120A.414</a> allows school districts to use up to five e-learning days in one school year to be counted as days of instruction and be included in the hours of instruction, under the following conditions:</p> <ul style="list-style-type: none"><li>• E-learning days are called due to inclement weather.</li><li>• Full access to online instruction is provided by students' individual teachers.</li><li>• A plan is adopted by the school board after meeting and negotiating with the exclusive representative of the teachers.<ul style="list-style-type: none"><li>○ The plan must include accommodations for students without Internet access at home and for digital device access for families without the technology or an insufficient amount of technology for the number of children in the household. A school's e-learning day.</li><li>○ The plan must provide accessible options for students with disabilities.</li></ul></li><li>• Parents and students must be notified of the e-learning day plan at the beginning of the school year.</li><li>• Parents and students must be notified of an e-learning day at least two hours prior to the normal school start time.</li><li>• Each student's teacher must be accessible both online and by telephone during normal school hours on an e-learning day to assist students and parents.</li><li>• Full wages and benefits are paid for scheduled work hours of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.</li></ul>
<b>Instructional Hours and Days</b>	<p>In Minnesota, a school board's annual school calendar must include:</p> <ul style="list-style-type: none"><li>• At least 165 days of instruction for a student in grades 1 through 11 unless a four-day week schedule has been approved by the commissioner.</li><li>• At least 425 hours of instruction for a kindergarten student, 935 hours of instruction for a student in grades 1 through 6, and 1,020 hours of instruction for a student in grades 7 through 12, not including summer school.</li></ul>



In the 2024–2025 school year calendar, all Minneapolis Public Schools have:

- 168 instructional days
  - 3 days above the state minimum for grades 1 through 12
- 1,036 hours
  - 611 hours above the state minimum for kindergarten
  - 101 hours above the state minimum for grades 1 through 6
  - 16 hours above the state minimum for grades 7 through 12

The intention is to use e-learning days only to ensure that instructional minimums for students are met. Therefore, e-learning days will only be used, at the discretion of the superintendent, in the following circumstances:

- After school has been canceled for three days (due to weather or other reason) at PreK/K through grade 5 schools.
- After school has been canceled for two days (due to weather or other reason) at middle and high schools.
- For PreK through grade 8 schools, the PreK through grade 5 students will have e-learning days after school has been canceled for three days and grade 6 through 8 students will have e-learning days after school has been canceled for two days (even though the grade 6 students have the same instructional hours requirements as grades 1 through 5, grade 6 through 8 students at a PreK through grade 8 school are on the same calendar and schedule, therefore from an instructional model perspective, grade 6 students shall have e-learning with grade 7 and 8 students).
- All grades at Seward Elementary will follow the PreK through grade 5 protocol (e-learning will be used after school has been canceled for three days).

There may be a circumstance where an individual school or number of schools may have school canceled for a unique situation (i.e., power or water outage) or for heat. In these cases, that school or schools may move into e-learning prior to other schools for inclement weather to ensure that every school remains in compliance with the instructional day and hour requirements.



<p><b>Communications Protocol</b></p>	<p>If schools will be closed or move to e-learning due to severe weather notification is sent by:</p> <ul style="list-style-type: none"> <li>● Robocalls, texts and emails</li> <li>● The MPS website</li> <li>● Local television news</li> <li>● Social media (Facebook and Instagram)</li> </ul> <p>It is important that schools have the most up-to-date contact information for families in Infinite Campus. If a profile is marked “private” in Infinite Campus, or if no contact is marked as guardian, families will not receive messages from MPS. Families are directed to contact their schools to make updates to Infinite Campus Profiles.</p> <p>For more information visit our <a href="#">Severe Weather webpage</a>.</p>
<p><b>Plan Overview</b></p>	<p>The MPS E-Learning Plan ensures</p> <ul style="list-style-type: none"> <li>● Accommodations for students without sufficient access to the Internet, hardware, or software in their homes.</li> <li>● Accessible digital instruction for students with disabilities under chapter 125A and meet the needs of each student’s IEP/504 plans.</li> <li>● Notification to parents and students of the plan must occur at the beginning of the school year and, upon implementation of an e-learning day, there must be at least two hours’ notice prior to the normal school start time that students are to follow the e-learning day plan.</li> <li>● Students and parents must have access to teachers via telephone and online during normal school hours.</li> </ul>
<p><b>Site Expectations</b></p>	<p>The time students spend completing lessons remotely is not going to be the same as the time spent at school. MPS will communicate this general message to all families. Each school will communicate with families about the expectation of student contact hours with their teacher.</p> <ul style="list-style-type: none"> <li>● The E-Learning schedule is different from the in-person school day.</li> <li>● Teachers will be available to families online during the E-Learning Day. The time of availability and a link to access the teacher will be posted in Seesaw/Google Classroom.</li> <li>● MPS Online platforms include:</li> </ul>



	<ul style="list-style-type: none"><li>○ Grades PK-5 will use SeeSaw or Google Classroom, as decided by the school.</li><li>○ Grades 6-12 will use Google Classroom.</li><li>○ Lessons need to be posted on SeeSaw or Google Classroom</li><li>○ Literacy and Math online tools: Lexia Core5 , Lexia PowerUp, and Dreambox</li><li>● Contact the technology help desk if you are having trouble with an app and/or device 612.668.0088.</li><li>● Site administrators will determine and communicate to families and staff the following:<ul style="list-style-type: none"><li>○ The start time of the E-Learning Day</li><li>○ Flexible end time of the E-Learning Day</li><li>○ The times staff are available to families and students</li><li>○ E-Learning Day activities are for enrichment, review, and/or extension of in-person learning.</li><li>○ The teaching of Digital Citizenship is scheduled during the first six weeks of school (can be taught by Library/Media Specialists, classroom teacher, school social worker, etc.)</li></ul></li><li>● E-Learning schedules will be displayed on each school website for all staff, students, and families.</li></ul>
<b>Teacher Expectations</b>	<ul style="list-style-type: none"><li>● All students must have similar learning experiences in terms of subject matter, task difficulty, and interaction with peers and their teacher(s). Tasks must be completed during the regular hours of the e-learning day. Students without access cannot be required to make up the work on another day. Students may use physical texts or books and may handwrite their work, but those resources would have to be available at home. Teachers must contact students by telephone to conference with students and assess and support their learning.</li><li>● Provide quality e-learning experiences- Quality e-learning experience examples:<ul style="list-style-type: none"><li>○ Integrate as seamlessly as possible into the regular instruction that has been occurring.</li></ul></li></ul>



	<ul style="list-style-type: none"><li>○ Avoid generic, out-of-context tasks. Tasks should be meaningful and important to students.</li><li>○ Leverage digital tools students are using as part of their regular instruction (e.g., Schoology or other LMS, Google Docs, apps).</li><li>○ Include formative assessment and feedback.</li><li>○ Provide opportunities for peer interaction.</li><li>○ Include active instruction by teachers, monitoring progress and providing feedback, facilitating, coaching, clarifying and adjusting the task, and suggesting next steps.</li><li>○ Include the option for the class to meet synchronously via video chat like Google Hangouts, Skype, or Facetime.</li></ul> <ul style="list-style-type: none"><li>● To be counted as an instructional day for students, teachers will engage in some form of instruction with their students. This can take on many forms (see above), but fundamentally means that there will be some level of interaction, progress monitoring, and/or feedback between teachers and students.</li></ul>
<b>Student Expectations</b>	<ul style="list-style-type: none"><li>● Students are expected to participate in e-learning activities for all scheduled classes on the day the plan is implemented just as they would for a traditional, on-campus day.</li><li>● Attendance must be verified for each class.</li><li>● Students who do not participate in planned activities are considered absent for those class(es) and should be reported as absent just as if they were not present for an on-campus class.</li></ul>
<b>Attendance</b>	<p>Student attendance is a responsibility shared by staff, students, and families in Minneapolis Public School. During E-Learning, we will continue to adhere to MPS <a href="#">Policy 5100</a>, requiring schools to record student attendance once a day for elementary schools and each period for secondary schools.</p> <p><b>Tracking Student Attendance</b></p>



	<p>Teachers will record student attendance in Infinite Campus by the end of each school day. Teachers will monitor attendance through student participation in E-Learning activities such as SeeSaw, Google Classroom, or other building-identified sources such as phone, text, or email. Students participating in asynchronous learning activities may need to have their attendance code updated after sharing their reflection or turning in assignments after the end of the E-Learning day.</p> <p><b>Reporting a student absent from E-Learning</b> Families may continue to use standard absence reporting systems on E-Learning days. All unverified absences will be converted to an excused absence “weather” day (W) by school clerks.</p> <p><b>Robo Calls and Attendance Taking</b> Robo-calls will continue on E-Learning days, unless a school requests to have robo-calls turned off. This request must be made with IT as early as possible on the E-Learning day.</p>
<p><b>Grading</b></p>	<p>E-Learning is different from in-person learning. It is recommended that teachers and schools allow students to show their learning in various ways and be able to present/reflect on their learning/work once they are back in their classroom. No student should be penalized based on the inability to turn in work at a designated time during the E-Learning day.</p>
<p><b>Pre-Kindergarten</b></p>	<p>We know young learners do best when engaged in real-life, hands-on experiences and play. At MPS, young learners take part in activities that promote creative play, real-life exploration, physical activity, language development, and social interactions that are important for child development.</p> <p>Preschool students and their caregivers have the opportunity to participate in lessons in a variety of ways. All teacher plans include activities in the following areas: Literacy and Language, Math, Science, Art, Physical Large and Fine Motor Activities, and Social and Emotional Learning. Educators will follow Minnesota Statute <a href="#">124D.166</a> related to screen time limits for young</p>



	<p>children.</p> <p>If families choose to use technology, students will use their families’ devices or district-issued iPads to engage and interact with students with licensed teachers through developmentally-and culturally-appropriate content. Teachers will post lessons via email at the beginning of the student contact day.</p> <p>Early Childhood Special Education teachers will provide individualized instruction appropriate for each student as outlined in their Individual Family Service Plan(IFSP) or Individual Education Plan(IEP).</p> <p>Ways caregivers can support during E-Learning days:</p> <ul style="list-style-type: none"> <li>● Support students in connecting with teachers to become familiar with the learning tools your students will be using.</li> <li>● Support students’ learning and engagement with activities.</li> <li>● Contact teachers with questions or to get support for students.</li> </ul>
<p><b>Preschool Schedule (without Internet and digital device access)</b></p>	<ul style="list-style-type: none"> <li>● Asynchronous SEL and academic learning activities will be provided from the teacher and/or school with families in paper form and /or digital formats.</li> <li>● Teachers must contact students by telephone to conference with students and assess and support their learning.</li> <li>● E-Learning Day activities are for enrichment, review, and/or extension of in-person learning and available in print and digital formats.</li> </ul>
<p><b>Elementary Schedule (access to Internet and technology)</b></p>	<ul style="list-style-type: none"> <li>● Asynchronous interactive SEL and academic choice-learning opportunities via choice boards</li> <li>● E-Learning Day activities are for enrichment, review, and/or extension of in-person learning.</li> </ul>



<p><b>Elementary Schedule (without Internet and digital device access)</b></p>	<ul style="list-style-type: none"> <li>Asynchronous SEL and academic learning activities will be provided from the teacher and/or school with families in paper form on a quarterly basis in the event of an elearning day. A school messenger via robo-call will be sent to all families with a list of SEL and academic learning activities for students who may not have access to the digital or paper learning activities.</li> <li>Teachers must contact students by telephone to conference with students and assess and support their learning.</li> <li>E-Learning Day activities are for enrichment, review, and/or extension of in-person learning and available in print and digital formats</li> </ul>
<p><b>Middle and High School Schedule (access to Internet and technology)</b></p>	<ul style="list-style-type: none"> <li>Asynchronous SEL and academic learning opportunities</li> <li>Communicated to students via Student Portal.</li> </ul>
<p><b>Middle and High School Schedule (without Internet and digital device access)</b></p>	<ul style="list-style-type: none"> <li>Asynchronous SEL and academic work on current and previous assignments for each course (see Student Portal)</li> <li>E-Learning Day activities are for enrichment, review, and/or extension of in-person learning.</li> <li>Teachers must contact students by telephone to conference with students and assess and support their learning.</li> </ul>



<p><b>Considerations for Special Populations</b></p>	<p><u>Kings and Queens Program</u> The Office of Black Student Achievement will support Kings and Queens enrolled in the B.L.A.C.K. Course, and B.L.A.C.K. groups as needed, along with their families, in E-learning when school is not in session. For more information, please contact Director Dena Luna at dena.luna@mpls.k12.mn.us or Blackstudents@mpls.k12.mn.us</p> <p><u>American Indian Students</u> The American Indian Education Department will support students within all grade levels, along with their families, in navigating E-learning when school is not in session. Native groups scheduled on e-learning days will continue to happen virtually. For more information and specifics, please contact Director Jennifer Simon at jennifer.simon@mpls.k12.mn.us or the general department email at indianed@mpls.k12.mn.us or call 612-668-0610.</p> <p><u>Students Experiencing Homelessness</u> School social workers are the main point of contact for families experiencing homelessness. Families/youth should contact their school social worker for information about resources and support. If you are unable to reach your social worker or have further questions, please contact the district liaison, Charlotte Kinzley at charlotte.kinzley@mpls.k12.mn.us or 612-668-5480.</p> <p><u>Early Childhood</u> MPS Early Childhood Family Education, MPS High Five, PICA Head Start, and private preschools collaborate with MPS ECSE staff to provide E-Learning to children/students.</p>
<p><b>English Learners</b></p>	<p>All students who receive English learner services will engage in asynchronous instruction, planned by their EL Teacher, to support language-development goals and student engagement.</p>
<p><b>Special Education and 504 Services</b></p>	<p><b>For students with an IEP:</b> E-Learning instruction will include specialized instruction, related services, modifications and accommodations as outlined in the students' IFSPs/IEPs. Case Managers and Special Education</p>



Assistants (SEA's) will make attempts to connect with students via web or phone to support the facilitation of instruction as outlined in the Student's IEP.

For most students, their General Education teacher will provide instructional support for Learning and students will engage in the assigned instructions (choice board, seesaw or google classroom activities) with [modifications and accommodations](#) provided in collaboration with the Case Manager and SEAs per their IEP.

For students who receive pull out, highly specialized instruction, eLearning could be provided through:

- Continued groups as schedules using technology or phone solutions or
- Modified choice boards provided in paper or in seesaw/google classroom that reflect the student's instructional day.

Adaptive equipment and assistive technology will be provided if possible. Case managers will provide instruction through technology, paper, pencil or work boxes to meet the needs of each individual student.

Special Education and Indian Education will work in collaboration with schools and teams .

For children ages birth to three with an IFSP:

- Your child's primary service provider will contact you and services will be provided in accordance with the IFSP as closely as possible.

**For students with 504 plans:**

504 case managers will collaborate with teachers and relevant support staff to plan for implementation of 504 accommodations and services during E-Learning. 504 case managers and the district's 504 coordinator are available to consult on how best to accommodate your student at home during E-Learning.



<b>Social Emotional Learning</b>	<p>Our Vision: Anti-Racist Social Emotional Learning (SEL) advances an anti-racist holistic education through authentic partnerships with schools and families to establish learning environments that foster identity and agency, build spaces of belonging, and promote collaborative problem-solving and curiosity to prepare students for future success.</p> <p>Anti-racist SEL is the intentional practice of learning how to identify and guide one’s emotions and feelings, and to realize the role they play in our relationships and decision-making skills. Anti-racist SEL actively opposes historically racist policies and systems that currently operate in our schools.</p> <p>Anti-racist SEL is a priority for MPS and is considered a universal support for student and staff well-being.</p> <p>MPS has assembled the <a href="#">following resources for our families and students</a>.</p>
<b>Mental Health Supports</b>	<p>School social workers, school counselors, school psychologists and school nurses are available to students and families to provide support services as needed during E-Learning. Services will vary depending on individual student needs. These support staff are also available to consult with teachers about students’ mental health needs. Families should contact these providers or their school to get connected.</p> <p><u>Students who receive school based mental health services</u></p> <p>MPS has partnerships with more than 13 different mental health agencies to provide mental health therapeutic support for students and families. If your student receives school based mental health services when school is in session, these services are still available during E-learning. Your health care provider should reach out to you or you can call your provider to arrange for service.</p> <p><u>Crisis Service</u></p> <p>If someone in your family is experiencing a mental health crisis, support is available.</p> <ul style="list-style-type: none"><li>● Hennepin County Family Response and Stabilization Service</li></ul>



	<ul style="list-style-type: none"> <li>○ Call 612-979-9511 7 days/week 10 a.m. to 10 p.m.</li> <li>● National Suicide &amp; Crisis Lifeline             <ul style="list-style-type: none"> <li>○ Call or text 988 24/7</li> </ul> </li> </ul>
<p><b>Internet Safety and Digital Citizenship</b></p>	<p>The district has established a digital safety help line. See <a href="#">Student Device Guidelines</a>. All students are receiving instruction on digital citizenship.</p> <ul style="list-style-type: none"> <li>● All <a href="#">MPS policies</a> related to bullying, cyberbullying, harassment, and the use of drugs, alcohol, or smoking apply to students and staff in this online setting.</li> <li>● All MPS devices are connected to a <a href="#">CIPA compliant</a> web filter that blocks inappropriate content.</li> <li>● MPS no longer has a contract with Gaggle for monitoring. Any monitoring will be done by teachers.</li> <li>● <b>speakup@mpsedu.org</b></li> <li>● Call or text <b>(612) 416-1162</b></li> </ul>
<p><b>Minneapolis Kids</b></p>	<p>Minneapolis Kids will not be in operation on days when Minneapolis Public Schools close due to inclement weather or temporary school closures. Fees will still be charged and not refunded under these circumstances.</p>
<p><b>Youth and Adult Enrichment</b></p>	<p>Youth after school enrichment will not be in operation on days when Minneapolis Public Schools close due to inclement weather or temporary school closures. Adult enrichment participants will be notified by Youth &amp; Adult Programs administrative staff if their class is impacted. Youth &amp; Adult Enrichment Coordinators will be in contact with participants about details regarding time missed due to these cancellations.</p>
<p><b>Adult Basic Education</b></p>	<p>MPS Adult Education classes are online today. Check Remind messages from your teachers for more information. Questions? Email: <a href="mailto:mpsabe@mpls.k12.mn.us">mpsabe@mpls.k12.mn.us</a> or call: 612-668-3800.</p>

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

Resolution No. 2024-0039

August 6, 2024

**Resolution regarding a school district question on the 2024 general election ballot**

**WHEREAS**, the Board has determined that it is necessary to add revenue to the district's operating budget to ensure sustainable fiscal stability; and

**WHEREAS**, the Board has determined that this revenue would be generated by approval of a property tax funding question, which will be submitted to the voters during the November 5, 2024, general election; and

**WHEREAS**, the proposed increased capital project levy (technology levy) authority would be applicable for ten (10) years, beginning with taxes payable in 2025; and

**WHEREAS**, the proposed new revenue would first become available to the district budget for the 2025-2026 school year; and

**WHEREAS**, the proposed new revenue would only be used for the purchase, installation, and maintenance of technology systems, technology equipment, technology infrastructure and security, and technology support staffing as authorized under Minn. Stat. § 126C.10, subd. 14.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) calls a special election and such notice is hereby given, in accordance with the following procedures and others as may be required:

1. The ballot question shall be submitted to the qualified voters of the school district in a special election which is hereby called and directed to be held in conjunction with the November 5, 2024, general election.
2. The clerk is hereby authorized and directed to cause written notice of said special election to be provided to the County Auditor and to the Commissioner of Education as soon as feasible, but no later than August 13, 2024. The notice shall specify the date of said special election and the title and the language of the ballot question to be voted on at said special election.
3. The clerk is hereby authorized and directed to cause notice of said special election to be published two weeks prior before said special election and posted at the administrative office of the school district at least ten (10) days before said special election.
4. The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said

special election and posted in each polling place on Election Day. The sample ballot shall not be printed on the same color paper as the official ballot.

5. The clerk is authorized and directed to acquire and distribute such election materials and to take such other actions as may be necessary for the proper conduct of this special election and generally to cooperate with election authorities conducting other elections that date.
6. The clerk is further authorized and directed to cooperate with the proper election officials to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form and instructions as may be necessary to accommodate the use of an optical scan voting system and other such election requirements:

**School District Question 1**  
**Revoking Existing Technology Capital Project Levy Authorization;**  
**Approving New Authorization**

The board of Special School District No. 1 (Minneapolis Public Schools) has proposed to revoke the School District's existing capital project levy (also known as the tech levy) authorization in the amount of 2.249% times the net tax capacity of the School District and to replace that authorization with a new capital project levy authorization in the amount of 4.728% times the net tax capacity of the School District. The proposed capital project levy authorization will raise approximately \$38,142,202 for taxes payable in 2025, and would be authorized for ten (10) years. A portion of this new authorization will replace the school district's existing authorization of \$18,142,202 for taxes payable in 2025, which is scheduled to expire after taxes payable in 2025. The estimated total cost of the projects to be funded over that time period is approximately \$381,422,020. The revenue from the proposed capital levy authorization will provide funds for the purchase, installation, and maintenance of technology systems, technology equipment, technology infrastructure and security, and technology support staffing.

- YES**    Shall the existing capital project levy authorization be revoked and the
- NO**      new capital project levy authorization proposed by the board of Special School District No. 1 (Minneapolis Public Schools) be approved?

**BY VOTING "YES" ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A PROPERTY TAX INCREASE.**

ADOPTED this 6th day of August 2024.

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Collin Beachy, Chair

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Lori Norvell, Clerk

<b>RECORD OF BOARD VOTE (2024-0039)</b>						
DIRECTOR	MOVE	SECOND	AYE	NAY	ABSTAIN	ABSENT
Abdi						
El-Amin						
Feerayarre						
Cerrillo						
Norvell						
Jourdain						
Beachy						
Ellison						
Emerick						

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



Resolution No. 2024-0040  
August 6, 2024

**Resolution Authorizing the Renewal of Expiring Referendum Revenue Authorizations**

**BE IT RESOLVED**, by the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) as follows:

1. Background. It is hereby determined that:
  - a. Minnesota Statutes, Section 126C.17, subdivision 9b (“Subdivision 9b”), states that a school board may renew an expiring referendum revenue authorization without an election by adopting a written resolution authorizing the renewal, provided that the expiring referendum has not been previously renewed under Subdivision 9b, the term of the renewed referendum is no longer than the initial term approved by the voters, the expiring referendum is within the last two fiscal years of the term of the referendum, and the per pupil amount of the renewed referendum is the same as the amount expiring referendum, or for an expiring referendum that was adjusted annually by the rate of inflation, the same as the per-pupil amount of the expiring referendum, adjusted annually for inflation in the same manner as if the expiring referendum had continued.
  - b. At a duly called and regularly held special election on November 8, 2016, District voters approved a referendum revenue authorization for a term of 9 years, commencing with taxes payable in 2017 and at a duly called and regularly held special election on November 6, 2018, District voters approved a referendum revenue authorization for a term of 7 years, commencing with taxes payable in 2019. The additional revenue from the referendum revenue authorizations have been used to finance school operations. The referendum revenue authorizations are scheduled to expire after taxes payable in 2025 (the “Expiring Referendums”).
  - c. On August 6, 2024, the Board convened a regular meeting for the purpose, in part, of discussing the proposed renewal of the Expiring Referendums in accordance Subdivision 9b and allowing public testimony on the proposed renewal.
  - d. The Expiring Referendums have not been previously renewed under Subdivision 9b.
2. Authorization of Renewal. The Board hereby determines and declares that it is necessary and expedient for the District to renew the Expiring Referendums in the same per pupil amount as is current in the Expiring Referendums. The additional revenue from the

renewed referendum revenue authorization will be used to finance school operations. The renewed referendum revenue authorization will be applicable for 9 years beginning with taxes payable 2026 (for the authority approved in the election on November 8, 2016) and for 7 years beginning with taxes payable 2026 (for the authority approved in the election on November 6, 2018), unless otherwise revoked or reduced as provided by law.

3. Notice of Renewed Referendum Revenue Authorization. The Clerk is hereby authorized and directed to submit a copy of this resolution to the Commissioner of Education and the county auditor of the county in which the District is located in whole or in part as soon as practicable, but not later than September 1 of the calendar year in which resolution is adopted.
4. Effective Date. Pursuant to Subdivision 9b, this resolution becomes effective 60 days after its adoption.

ADOPTED this 6th day of August 2024.

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Collin Beachy, Chair

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Lori Norvell, Clerk

<b>RECORD OF BOARD VOTE (2024-0040)</b>						
DIRECTOR	MOVE	SECOND	AYE	NAY	ABSTAIN	ABSENT
Abdi						
El-Amin						
Feerayarre						
Cerrillo						
Norvell						
Jourdain						
Beachy						
Ellison						
Emerick						

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



Resolution No. 2024-0041  
August 6, 2024

**Authorizing a Resolution Agreement with the U.S. Department of Education, Office for Civil Rights**

**BE IT RESOLVED**, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby enters into a voluntary Resolution Agreement with the U.S. Department of Education, Office for Civil Rights (OCR), to resolve OCR Case No. 05-22-1171.

**FURTHER BE IT RESOLVED**, that Antony Fisher, MPS District Athletics Director, be appointed as District Title IX Athletics Compliance Coordinator in accordance with the Resolution Agreement, and hereby be granted all necessary authority required to fulfill the duties of this designated role and to ensure the District’s compliance with the terms of the Resolution Agreement and the statute(s) and regulation(s) implementing Title IX at 34 C.F.R. § 106.41(c)(1).

ADOPTED this 6th day of August 2024.

\_\_\_\_\_  
Collin Beachy, Chair

\_\_\_\_\_  
Lori Norvell, Clerk

<b>RECORD OF BOARD VOTE (2024-0041)</b>						
DIRECTOR	MOVE	SECOND	AYE	NAY	ABSTAIN	ABSENT
Abdi						
El-Amin						
Feerayarre						
Cerrillo						
Norvell						
Jourdain						
Beachy						
Ellison						
Emerick						

**RESOLUTION AGREEMENT**  
**Minneapolis Public Schools**  
**OCR Case No. 05-22-1171**

Minneapolis Public Schools (District) enters into this voluntary Resolution Agreement (Agreement) with the U.S. Department of Education, Office for Civil Rights (OCR), to resolve OCR Case No. 05-22-1171. The District assures OCR that it will take the following actions to resolve the compliance concerns identified by OCR and comply with the requirements of Title IX of the Education Amendments of 1972 (Title IX), at 20 U.S.C. §§ 1681-1688, and Title IX's implementing regulation, 34 C.F.R. Part 106, which prohibit discrimination based upon sex in any education program or activity receiving federal financial assistance. This Agreement does not constitute an admission by the District of a violation of Title IX of the Education Amendments of 1972 (Title IX), or any other law enforced by OCR.

**I. NOTICE REQUIREMENT**

**Within 30 calendar days of executing this Agreement,** the District will provide to the Principals and Athletic Directors at each District high school written instructions describing the District's obligations under the terms of this Agreement.

**REPORTING REQUIREMENT I:**

- 1. Within 30 calendar days of executing this Agreement,** the District will provide OCR with documentation demonstrating that it has provided the notice required in Item I, including copies of any written instructions, email correspondence, or other documentation provided to the high school Principals and Athletic Directors.

**II. DISTRICT-WIDE TITLE IX ATHLETICS POLICIES**

**Within 60 days of signing this Agreement,** the District will review, revise, and develop District-wide policies and procedures to ensure the District complies with the requirements of Title IX in its interscholastic athletics program in each of the program components applicable to its high schools (including interests and abilities, equipment and supplies, scheduling of games and practice times, travel and per diem expenses, opportunity to receive and assignment of coaching and academic tutoring, locker rooms, practice and competitive facilities, medical and training services and facilities, publicity). At a minimum, the District will take the following steps:

- a. The District will review any current District policies and procedures, and will develop policies and procedures to ensure compliance with Title IX in the District's provision of interscholastic athletics, with appropriate oversight.
- b. The District will review its funding allocation procedures for athletics, and develop policies and procedures specifically addressing that funding from any sources (*e.g.*, booster clubs) will not create disparities.
- c. The District will provide a forum to receive input and recommendations from the Stakeholder Committee (described below) and will consult, as needed, one or more consultants with Title IX expertise specifically as it relates to athletics.

- d. The District will ensure that the established policies and procedures provide a formal mechanism for the District to receive input from stakeholders, including but not limited to, student athletes and their parents.
- e. The District will further ensure that the District publicizes on its website grievance procedures for complaints that the District is not complying with Title IX in its provision of interscholastic athletics.

### **REPORTING REQUIREMENTS II:**

1. **By October 14, 2024**, the District will provide to OCR for review and approval its proposed policies and procedures to ensure the District complies with the requirements of Title IX in its interscholastic athletics program.
2. **Following OCR's approval of the written policies and procedures**, the District will submit the approved policies and procedures to the District's Superintendent and/or School Board for approval, if necessary. Policies and procedures submitted to the School Board for approval shall be placed on the next available agenda for a regularly scheduled School Board meeting. Within 10 calendar days after any required approval of the written policies and/or procedures, the District will issue the new policies and/or procedures to the Athletic Directors of each high school, the Principals of each high school, and all coaches of interscholastic athletics teams at each high school, and any other individuals responsible for implementing the District's athletics programming.

### **III. STAKEHOLDER COMMITTEE**

The District will establish a Stakeholder Committee to provide input and recommendations to the District as it creates its District-wide policies and procedures to ensure compliance with the requirements of Title IX in the District's interscholastic athletics program. Such stakeholders shall include, at a minimum, student athletes, student athlete parents, former student athletes, interested community members, and will have at least one representative that is an Athletic Director or coach.

The District will provide the Stakeholder Committee a forum to provide feedback and recommendations on the District's Title IX athletics policies and procedures, grievance procedures, and other Title IX athletics compliance issues prior to finalizing the recommended policies and procedures for submission to OCR. The District will provide a written response addressing each of the Stakeholder Committee's recommendations, with a basis for rejecting any recommendation by the Stakeholder Committee the District does not accept.

### **REPORTING REQUIREMENTS III:**

1. **By September 16, 2024**, the District will establish the Stakeholder Committee, and will provide OCR with a list of the members of the Stakeholder Committee, including the member's title and contact information.

2. By **October 14, 2024**, the District will provide OCR with copies of the Stakeholder Committee's written recommendations and identify the steps the District took in response to the Stakeholder Committee's written recommendations, including a copy of the District's written response regarding the Stakeholder Committee's recommendations.

#### **IV. DISTRICT TITLE IX ATHLETICS COMPLIANCE COORDINATOR**

**By August 6, 2024**, the District will appoint a designated Title IX Athletics Compliance Coordinator (Coordinator) to ensure the District's compliance with Title IX and the provisions of this Agreement and provide oversight with respect to each high school's compliance with Title IX in its athletics program.

The Coordinator's responsibilities will include, at a minimum, ensuring each high school Athletic Director is informed of and trained on their responsibilities under Title IX as it pertains to the District's interscholastic athletics at each school, ensuring the District-level athletics program complies with Title IX, ensuring that each school maintains compliance with Title IX in its athletics programming, reviewing the results of school-based and District-wide assessments, ensuring the Stakeholder Committee is provided a forum to provide recommendations and feedback and reviewing / responding to the Stakeholder Committee's feedback, and serving as a liaison between the District and the community to address concerns and / or barriers for students of the underrepresented sex in accessing the District's interscholastic athletics program. The Coordinator additionally will be responsible for ensuring timely and accurate reporting pursuant to this Agreement.

##### **REPORTING REQUIREMENT IV:**

1. **By August 15, 2024**, the District will provide OCR with the name and contact information of the Coordinator and identify the Coordinator's qualifications.

#### **V. INTEREST AND ABILITIES**

**By no later than the 2026-2027 school year**, the District will provide opportunities in its interscholastic athletics program for female and male students that equally and effectively accommodate the athletic interests and abilities of members of both sexes at each of its high schools with interscholastic athletics programs.

##### *Demonstration of Compliance*

The District has the option to demonstrate compliance at each high school with any one part of the three-part test used by OCR to assess whether the interests and abilities of members of both sexes are being effectively accommodated to the extent necessary to provide an equal opportunity to participate in interscholastic athletics by documenting that:

1. The District is providing interscholastic athletic participation opportunities for female and male students in numbers substantially proportionate to their respective enrollments at each high school (Part I); or

2. The District had a history and continuing practice of interscholastic athletics program expansion at each high school that is demonstrably responsive to the developing interests and abilities of students who are members of the underrepresented sex (Part 2); or
3. The interests and abilities of students who are members of the underrepresented sex at each high school have been fully and effectively accommodated by the District's current interscholastic athletics program (Part 3).

Each part of the three-part test is an equally sufficient and separate method of complying with the Title IX regulatory requirements to provide nondiscriminatory athletic participation opportunities. Additional guidance to institutions on the requirements for compliance with Title IX in athletics programs is provided in the December 11, 1979, Intercollegiate Athletics Policy Interpretation, at 44 *Fed Reg.* 71413 *et seq.*

#### **A. Title IX Athletics Assessment and Plan**

The District will conduct a full assessment of how it can equally and effectively accommodate the athletic interest and abilities to the extent necessary to provide equal opportunities for female students in its high school interscholastic athletics program using Part 1 or Part 3 of the three-part test at each high school as set forth below. To the extent that the District is not in compliance with Title IX at any high school, the District will create a plan, with timeframes, to increase participation opportunities for female students as necessary to demonstrate compliance with Title IX by the end of the 2026-2027 school year, and will take substantial steps towards equally and effectively accommodating the athletic interest and abilities of females during the 2024-2025 and 2025-2026 school years. The District plan shall include a process or procedure for students or other interested parties, such as coaches or parents, to use in requesting the addition of new sports or levels of sports at the District high school; annual assessments of any barriers to participation for students or other interested parties in the District's interscholastic athletics program or other items unique to the specific circumstances of the high school.

#### **B. Options to Increase Participation Opportunities pursuant to Title IX**

For any District high school determined not to be in compliance with Part 1 of the three-part test identified above, **by October 31, 2024**, the District will provide to OCR for review and approval a plan for an objective assessment to determine the athletic interests and abilities of female students and whether the District is fully and effectively accommodating the athletic interests and abilities of female students under Part 3 of the three-part test. The plan for the assessment will be based on multiple indicators of interest and multiple indicators of ability, which may include:

- i. Results of surveys of students or other information collected from students using a method that is designed to fully and accurately assess unmet athletic interests and abilities in sports among female students;

- ii. Identification of sports, squads, and levels of sports for female students that are not currently offered at a District high school but are offered either by schools that compete within the league(s) in which the District competes or by schools that are within the District's normal competitive region and geographic area.
- iii. Review of any requests (whether oral or written, formal or informal) made to administrators, coaches, or staff by or on behalf of female students to add a particular sport, squad, or level of sport, or to elevate an existing club or intramural sport after the District has published procedures for making such requests.
- iv. Identification of sports, squads, and levels of sports for female students that are not currently offered at a District high school but are offered either by schools that compete within the league(s) in which the District competes or by schools that are within the District's normal competitive region and geographic area.
- v. Any club sports in place at the high school, the names of the club sports and the number of female students who participated in the club sports;
- vi. Popular sports offered during physical education courses at the high school and in community sports leagues, clubs or other youth programs offered in the high school's geographic area;
- vii. Whether significant numbers of female students were cut from a high school team;
- viii. Whether interested students at these District high schools have the ability to sustain a Minnesota State High School League (MSHSL) sanctioned sports team, either at the high school or through a school-based or cooperative team, noting that they do not need the ability to sustain a successful or elite team, but only need to show that they have the potential to participate in team try-outs, practices and competitions and, with coaching, the potential to attain sufficient ability to participate at the particular level of competition (varsity, junior varsity, etc.) in which they have expressed interest.
- ix. Whether students at these District high schools have interest in a sport or team not sanctioned by the MSHSL, and whether the school has the ability to sustain interscholastic competition with other schools in the sport in the school's normal competitive region and geographic area.
- x. Any other information that demonstrates the athletic interests and abilities of the students who are members of the underrepresented sex.

**C. Additional Commitments to Create Athletic Opportunities for the Underrepresented Sex**

For any District high school determined not to be in compliance with Part 1 or Part 3 of the three-part test identified above and determined to have unmet interest in athletic participation, in addition to the steps the District plan identifies to increase athletic participation in their plan under Item V(A), the District will take the following actions:

- i. The District will annually conduct an assessment of any barriers to participation for students or other interested parties in the District's interscholastic athletics program.
- ii. The District will provide written notice on its website at each high school identifying all sports offered at each District high school.
- iii. The District will ensure that each District high school regularly updates its website with a description of the sports offerings at each high school, including at a minimum, the interscholastic and club sports available to male and female students at each high school, the season in which the sport competes, and the name and contact information for the Athletic Directors for each high school.

**REPORTING REQUIREMENT V:**

**1. By October 31, 2024,** the District will submit to OCR for review and approval, its assessment under Part 1 of the three-part test for each high school. For each high school the District determines to have met Part 1 of the three-part test, the District will provide OCR with total number of students enrolled, the number of male and female students, a list of all teams and levels for each interscholastic athletics team, participation numbers for each team, and a copy of each team's squad/eligibility list. For each high school that does not comply with Part 1, the District will provide a plan (with designated timeframes) consistent with the requirements of Item V(B) to conduct an assessment of the students under Part 3 of the three-part test to determine if the high school equally and effectively accommodates the athletic interests and abilities to the extent necessary to provide equal opportunities for female students in its interscholastic athletics program at each high school. The plan will include, at a minimum, the following information:

- a. For any proposed survey:
  - i. A complete description of the methodology that will be used to conduct the survey, including how the survey will be distributed, the number of surveys that will be distributed, the grade levels of students who will receive the surveys, any planned follow-up to the initial distribution of the survey, the names and contact information for the individual(s) who will analyze the responses to the surveys, and the protocol for retaining a copy of any notes or other documents compiled during the review of the surveys;

- ii. A description of the methodology to ensure that the survey is designed to fully and accurately assess unmet athletic interests and, if applicable, abilities in interscholastic sports among female students;
  - b. For any other type of assessment:
    - i. A complete description of the methodology that will be used to conduct the assessment, including the number and demographics of the students that will be assessed, a description of how the responses to the assessment will be analyzed, the names and contact information for the individual(s) who will analyze the responses to the assessment, and the protocol for retaining a copy of any notes or other documents compiled during the review of the assessment;
    - ii. A description of the methodology to ensure that the assessment is designed to fully and accurately assess unmet athletic interests and, if applicable, abilities in interscholastic sports among female students;
  - c. A summary of sports, squads, and levels of sports for female students that are not currently offered at a District high school but are offered either by schools that compete within the MSHSL, or in schools that are within the District's normal competitive region and geographic area;
  - d. Rates of participation by male and female students in interscholastic sports and club sports for each school;
  - e. A summary of the number of female students who were cut from each high school team and level, and the reasons they were cut;
  - f. A copy of any written requests and a summary of any non-written requests made by or on behalf of female students to add a particular sport, squad, or level of sport, or to elevate an existing club or intramural sport to interscholastic sport status;
  - g. If available, a description of any teams that were eliminated at any of these District high schools during the prior five school years, regardless of gender, including the number of participants who were on the team in the year it was eliminated and the reason for the team's elimination, if known;
  - h. A description of any other information that will be considered by the District as part of its assessment in determining whether it is fully and effectively accommodating the athletic interests and abilities of female students in District high schools.
- 2. By January 10, 2025**, for any District high school determined not to be in compliance with Part 1 of the three-part test, the District will provide OCR for its review and approval a detailed description of the results of the high school's assessment used to determine the athletic interests and abilities of female students and whether the District is fully and effectively accommodating the athletic interests and abilities of female students conducted pursuant to this Agreement. For any high school the assessment shows not to be in compliance with Part 3 of the three-part test, the District will provide to OCR for a review and approval a plan, with timeframes, to increase participation opportunities for female students as necessary to demonstrate compliance with Title IX by the end of the 2026-2027 school year, including the process or procedure for students or other interested parties, such as coaches or parents, to request the addition of new sports or levels of sports at the District high

school; annual assessments of any barriers to participation for students or other interested parties in the District's interscholastic athletics program or other items unique to the specific circumstances of the high school. The plan will document the steps the District has taken and will take to increase athletic participation during the 2024-2025 and 2025-2026 school years.

3. **By June 30, 2025**, and by that same date annually thereafter, while this Agreement is in effect, the District will provide OCR with a detailed report evaluating whether its interscholastic athletics program equally and effectively accommodates the athletic interests and abilities to the extent necessary to provide equal opportunities for female students at each high school. The report will include a detailed description of the steps the District has taken to date, including the dates the actions were taken, in accordance with the plan identified in Item V(A) of this Agreement and consistent with the commitments in Item V(C). The District will provide supporting documentation showing the enrollment rates and team squad lists for each team at each high school to demonstrate compliance with Part 1 of the three-part test, and for each high school that does not demonstrate compliance with Part 1, the District will provide documentation demonstrating the interests and abilities of female students have been fully and effectively accommodated at each high school to demonstrate compliance with Part 3 of the three-part test.

## **VI. LOCKER ROOM, PRACTICE AND COMPETITIVE FACILITIES**

The District will provide equal athletic opportunity for both sexes in the District's interscholastic athletics program in the provision of locker rooms, practice and competitive facilities at each high school by the end of the 2026-2027 school year, and will take substantial steps towards providing equal athletic opportunity for both sexes in the District's interscholastic athletics program in the provision of locker rooms, practice and competitive facilities during the 2024-2025 and 2025-2026 school years. At a minimum, the District will ensure the following:

1. By no later than the first day of the 2024-2025 school year, each high school provides equivalent access for both sexes to utilize the facility's weightroom;
2. By no later than the first day of the 2024-2025 school year, each high school provides equivalent access and availability of its locker room for both sexes;
3. By no later than the first day of the 2024-2025 school year, each high school provides equivalent preparation and maintenance of its facilities for practices and competitive events for both sexes, specifically addressing any disparities that exist as it relates to maintenance of practice and competitive facilities and preparation for girls volleyball, girls badminton, and girls softball;
4. By no later than the first day of the 2024-2025 softball competitive season, the girls softball teams are provided with equivalent availability and access to their practice and competitive facilities;

5. By no later than the first day of the 2024-2025 softball competitive season, the girls softball teams are provided with equivalent opportunity to complete their competitive games at the competitive facilities;
6. By no later than the 2026-2027 school year, each high school provides equivalent number and quality of locker rooms, practice and competitive facilities to both male and female interscholastic participants;
7. By no later than the 2026-2027 school year, the practice and competitive softball fields are equivalent in quality and amenities to facilities used by other teams, specifically addressing the lack of opportunity for girls softball team to practice and compete in facilities that are regulation for the sport.

#### **REPORTING REQUIREMENTS VI:**

1. **By January 10, 2025**, the District will provide for OCR review and approval a plan (including a timeline and description) to provide both sexes in the District's interscholastic athletics program, equal opportunities in the provision of locker rooms, practice and competitive facilities by the end of the 2026-2027 school year. The plan must include a detailed description of the substantial steps the District has taken and will take towards providing equal athletic opportunity for both sexes in the District's interscholastic athletics program in the provision of locker rooms, practice and competitive facilities during the 2024-2025 and 2025-2026 school years.
2. **By June 30, 2025**, and by that same date annually thereafter, while this Agreement is in effect, the District will provide OCR with a report, documenting the actions taken to provide equal opportunities to members of both sexes in the District's interscholastic athletics program as required Item VI (1)-(7) The report will include photographs of the practice and competitive facilities used by both sexes for softball and baseball. Annual reports thereafter shall include photographs of changes, if any, to the practice and competitive facilities used by both sexes for softball and baseball.

#### **VII. TITLE IX TRAINING**

**By September 28, 2024**, the District will provide its Title IX Coordinator, the District Athletic Director, all District Athletic personnel, all high school Athletic Directors and Principals, and all coaches of interscholastic and club teams at the District with a training on the District's responsibilities under Title IX and its application to athletics, including its obligation to provide equal athletic opportunity for both sexes in all program components and how funding from any source (*e.g.*, booster clubs) can affect the balance of equivalent benefits and services for male and female athletes. The training will be conducted by an individual(s) knowledgeable about Title IX Athletics. Within 15 calendar days following the completion of the Title IX training, the District will conduct a post-training survey of all

District staff who participated in the training to gauge their comprehension and retention of the material.

**REPORTING REQUIREMENTS VII:**

1. **By August 16, 2024**, the District will provide OCR with the name(s) and qualifications of the proposed trainer(s), and a draft of the proposed materials to accompany the Title IX training for OCR review and approval.
2. **Within 30 calendar days following completion of the Title IX training**, the District will provide OCR with a sign-in sheet or other evidence of attendance by name and title, a list of any required District or School administrators or staff who did not attend and a timeline for their completion of the training, copies of the post-training survey response, and a plan (with timelines) to address any deficiencies identified in the post-training survey.

**VIII. TRAINING ON THE DISTRICT’S POLICIES AND PROCEDURES**

**By no later than January 10, 2025**, the District will provide its Title IX Coordinator, the District Athletic Director, all District Athletic personnel, all high school Athletic Directors and Principals, and all in-season coaches of interscholastic and club teams at the District with a training on the District’s newly written District-wide Athletic policies and procedure. For coaches who are not in-season at that time, the District will conduct additional trainings prior to the first day of their season. A copy of the procedures will be provided to all coaches. Within 15 calendar days following the completion of the Title IX training, the District will conduct a post-training survey of all District staff who participated in the training to gauge their comprehension and retention of the material.

**REPORTING REQUIREMENT VIII:**

1. **By January 30, 2025**, the District will provide OCR with a sign-in sheet or other evidence of attendance by name and title, a list of any required District or School administrators or staff who did not attend and a timeline for their completion of the training, copies of the post-training survey response, and a plan (with timelines) to address any deficiencies identified in the post-training survey.
2. **Within 30 days after each additional training provided**, the District will provide OCR with a sign-in sheet or other evidence of attendance by name and title, copies of the post-training survey response, and a plan (with timelines) to address any deficiencies identified in the post-training survey.

**IX. DATA RETENTION REQUIREMENT**

**By no later than the end of the 2024-2025 school year**, the District will establish a process for compiling and maintaining an accurate record of the interscholastic sports offered at each District high school. The record will include a listing of the different levels (varsity, junior varsity, sophomore, and freshman) at which each sport is offered for boys and girls at each District high school and the number of students participating in each level of each sport at

each District high school, delineated by sex. The database will also include a listing of the various cooperative teams for District sports as well as a list of the cooperatives teams formed amongst the various District high schools. The process established by the District will include mechanisms for ensuring that the information contained in the record is current, complete, and accurate in a manner sufficient for OCR to determine the District's compliance with this Agreement.

**REPORTING REQUIREMENT IX:**

1. **By October 31, 2024**, the District will provide OCR with documentation referenced in Item IX of the Agreement. The District will provide verification that a database has been created and provide supporting documentation, including a sample of the database.

**GENERAL TERMS AND PRINCIPLES**

By signing the Agreement, the District agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Agreement. During the monitoring of the Agreement, OCR may visit the District, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms of the Agreement.

The District understands that OCR will not close the monitoring of the Agreement until such time as OCR determines that the District is in compliance with the Agreement's terms and the statute(s) and regulation(s) implementing Title IX at 34 C.F.R. § 106.41(c)(1), which is at issue in the case.

The District understands that OCR may initiate administrative enforcement proceedings or refer the case to the Department of Justice (DOJ) for judicial proceedings to enforce the specific terms of the Agreement and the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

The Agreement will become effective immediately upon the signature of the District's representative below.

DATED this 6<sup>th</sup> day of August 2024.

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Colin Beachy, Chair  
Minneapolis Public Schools

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Lori Norvell, Clerk  
Minneapolis Public Schools