

Regular Business Meeting

Tuesday, January 13, 2026 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) **Public Comments**

4) **Recess**

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

5)a. Presentations and Updates

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

6)a. Approval of the Consent Agenda

6)a.1. Acceptance of Minutes

6)a.1.a. Dec. 9, 2025 Regular Business Meeting

6)a.2. Human Resources Transactions

6)a.2.a. Approval of List A personnel matters
(2026-01-ER-A)

6)a.2.b. Approval of List B personnel matters
(2026-01-ER-B)

6)a.3. Acceptance of Gifts and Donations (2025-0052)

6)a.4. Contracts

6)a.4.a. Amendment to contract 4400002941 with B & D Associates

6)a.4.b. Contract with the Center for Effective School Operations (CESO)

6)a.4.c. Contract with Environmental Plant Services (EPS) (2026-4400003519)

6)a.4.d. Amendment to contract 4400002942 with Ford Metro Inc.

6)a.4.e. Contract with H2I Group (2026-4400003526)

6)a.4.f. Contract with Jorgenson Construction, Inc (2026-4400003528)

6)a.4.g. Amendment to contract 2026-4400003531 with KFI Engineers

6)a.4.h. Amendment to contract 2026-4400003243 with Matrix NDI

6)a.4.i. Contract with Mavo Systems (2026-4400003520)

6)a.4.j. Amendment to contract 2026-4400002940 with Miller Dunwiddie Architects

6)a.4.k. Contract with Pelleria/Paragon Development Systems (2026-4400003529)

- 6)a.4.1. Contract with Sterling Systems (2026-4400003521)
- 6)a.4.m. Contract with Versacon, Inc (2026-4400003530)
- 6)a.4.n. Contract with Witzel Electric, LLC (2026-4400003527)
- 6)a.5. Miscellaneous
 - 6)a.5.a. Resolution Executing a Power Purchase Agreement for a Solar System at the Nutrition Center & the Maintenance and Operation Building (2026-0017)
 - 6)a.5.b. Acceptance of Environmental Health and Safety (EH&S) plans and procedures
- 6)b. Resolution Approving the 2026 Legislative Agenda (2026-0012)
- 6)c. Resolution on Fiscal Year 2026-2027 Budget Values and Priorities (2026-0013)
- 6)d. Approval of the 2026-2027 Non-Represented Employees Compensation Plan (2026-0015)
- 7) **New Business**
- 8) **Reports from Board of Education Directors**
- 9) **Adjournment**



Superintendent's Report

Regular Business Meeting

January 13, 2026

Superintendent's Update

Superintendent Dr. Lisa Sayles-Adams

OFFICIAL MINUTES
MINNEAPOLIS BOARD OF EDUCATION (SPECIAL SCHOOL DISTRICT NO. 1)
REGULAR BUSINESS AND TRUTH-IN-TAXATION MEETING
Dec. 9, 2025

CALL TO ORDER

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

The meeting was called to order at 6:01 p.m. by Chair Beachy, a quorum being present.

ROLL CALL

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

Absent: Directors Lucie Skjefte, Adriana Cerillo, Joyner Emerick (3) and Student Representative Lyn Ampey (1).

APPROVAL OF AGENDA

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

PUBLIC COMMENTS (TRUTH-IN-TAXATION)

No members of the public signed up for truth-in-taxation comments.

PUBLIC COMMENTS

Comments were heard from members of the public.

RECESS

A recess was taken.

FISCAL YEAR 2024-2025 FINANCIAL AUDIT

A presentation was given by the District's external financial audit firm. No action was taken on this informational item.

REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS

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

- Superintendent's Update
- Proposed Tax Levy (Truth-in-Taxation Meeting)
- Current School Year Budget (Truth-in-Taxation Meeting)

No action was taken on these informational items.

Director El-Amin rejoined the meeting at 7:03 by interactive technology.

ACTION ITEMS BY THE BOARD OF EDUCATION

Approval of the Consent Agenda

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

Acceptance of Minutes

- Nov. 18, 2025 Special Business Meeting

Human Resources Transactions

- Approval of List A personnel matters (2025-12-ER-A)
- Approval of List B personnel matters (2025-12-ER-B)

Acceptance of Gifts and Donations

- Acceptance of Gifts and Donations December 2025 (2025-0054)

Contracts

- Contract with Archer Mechanical (2025-440003487)
- Contract with Archer Mechanical (2025-440003488)
- Contract with Archer Mechanical (2025-440003489)
- Contract with Archer Mechanical (2025-440003490)
- Contract with Archer Mechanical (2025-440003491)
- Contract with H&B Specialized Products, Inc (2025-440003493)
- Amendment to contract 2025-440003266 with College Tutors
- Amendment to contract 2025-440003456 with Greene Espel PLLP
- Amendment to contract with Indrotec (2025-440003081)
- Amendment to contract with LSE Architects (2025-440002923-5)
- Amendment to contract with Mansfield Oil (2025-440003081)
- Amendment to contract with Miller Dunwiddie Architects (2025-440002040-1)
- Amendment to contract 2025-440003329 with Project for Pride in Living - MERC

On a roll call vote, the motion was approved with the following result:

Aye: Abdi, El-Amin, Callahan, Norvell, Ellison, Beachy, (6)
Nay: (0)
Abstain: (0)
Absent: Skjefte, Cerrillo, Emerick (3)

Approval of the 2025-2027 Collective Bargaining Agreement between Special School District No. 1, and Minneapolis Federation of Educators, Local 59, Education Support Professionals (2025-12-ER-CBA-ESP)

Norvell moved to approve the 2025-2027 Collective Bargaining Agreement between Special School District No. 1, and Minneapolis Federation of Educators, Local 59, Education Support Professionals (2025-12-ER-CBA-ESP). Abdi seconded the motion.

On a roll call vote, the motion was approved with the following result:

Aye: Abdi, El-Amin, Callahan, Norvell, Ellison, Beachy, (6)
Nay: (0)
Abstain: (0)
Absent: Skjefte, Cerrillo, Emerick (3)

Approval of the 2025-2027 Collective Bargaining Agreement between Special School District No. 1, and Minneapolis Federation of Educators, Local 59, Teacher Chapter (2025-12-ER-CBA-MFE)

Callahan moved to approve the 2025-2027 Collective Bargaining Agreement between Special School District No. 1, and Minneapolis Federation of Educators, Local 59, Teacher Chapter (2025-12-ER-CBA-MFE). Abdi seconded the motion.

On a roll call vote, the motion was approved with the following result:

Aye: Abdi, El-Amin, Callahan, Norvell, Ellison, Beachy, (6)
Nay: (0)
Abstain: (0)
Absent: Skjefte, Cerrillo, Emerick (3)

Approval of the 2025-2027 Collective Bargaining Agreement between Special School District No. 1, and Minneapolis Federation of Educators, Local 59, Teacher Chapter Adult Education (2025-12-ER-CBA-AE)

Ellison moved to approve the 2025-2027 Collective Bargaining Agreement between Special School District No. 1, and Minneapolis Federation of Educators, Local 59, Teacher Chapter Adult Education (2025-12-ER-CBA-AE). Callahan seconded the motion.

On a roll call vote, the motion was approved with the following result:

Aye: Abdi, El-Amin, Callahan, Norvell, Ellison, Beachy, (6)
Nay: (0)
Abstain: (0)
Absent: Skjefte, Cerrillo, Emerick. (3)

Certification of Final Property Tax Levies 2025 Payable 2026 (2025-0053)

Abdi moved to approve the certification of Final Property Tax Levies 2025 Payable 2026 (2025-0053). Ellison seconded the motion.

On a roll call vote, the motion was approved with the following result:

Aye: Abdi, El-Amin, Callahan, Norvell, Ellison, Beachy, (6)
Nay: (0)
Abstain: (0)
Absent: Skjefte, Cerrillo, Emerick. (3)

Certification of Final Property Tax Levies 2025 Payable 2026 (2025-0053)

Abdi moved to approve the certification of Final Property Tax Levies 2025 Payable 2026 (2025-0053). Ellison seconded the motion.

On a roll call vote, the motion was approved with the following result:

Aye: Abdi, El-Amin, Callahan, Norvell, Ellison, Beachy, (6)
Nay: (0)
Abstain: (0)
Absent: Skjefte, Cerrillo, Emerick. (3)

Lease with the Minneapolis Park and Recreation Board for softball fields (2025-0053)

Ellison moved to approve the certification of Final Property Tax Levies 2025 Payable 2026 (2025-0053). Abdi seconded the motion.

On a roll call vote, the motion was approved with the following result:

Aye: Abdi, El-Amin, Callahan, Norvell, Ellison, Beachy, (6)
Nay: (0)
Abstain: (0)
Absent: Skjefte, Cerrillo, Emerick. (3)

Resolution Relating to General Obligation School Building Bonds, Series 2025A; Awarding the Sale Thereof; Prescribing the Form and Details Thereof; and Authorizing the Issuance Thereof (2025A)

Abdi moved to approve the Resolution Relating to General Obligation School Building Bonds, Series 2025A; Awarding the Sale Thereof; Prescribing the Form and Details Thereof; and Authorizing the Issuance Thereof (2025A). Ellison seconded the motion.

On a roll call vote, the motion was approved with the following result:

Aye: Abdi, El-Amin, Callahan, Norvell, Ellison, Beachy, (6)
Nay: (0)
Abstain: (0)
Absent: Skjefte, Cerrillo, Emerick (3)

Resolution Relating to General Obligation Long-Term Facilities Maintenance Bonds, Series 2025B; Awarding the Sale Thereof; Prescribing the Form and Details Thereof; and Authorizing the Issuance Thereof (2025B)

Abdi moved to approve the Resolution Relating to General Obligation Long-Term Facilities Maintenance Bonds, Series 2025B; Awarding the Sale Thereof; Prescribing the Form and Details Thereof; and Authorizing the Issuance Thereof (2025B). Ellison seconded the motion.

On a roll call vote, the motion was approved with the following result:

Aye: Abdi, El-Amin, Callahan, Norvell, Ellison, Beachy, (6)
Nay: (0)
Abstain: (0)
Absent: Skjefte, Cerrillo, Emerick (3)

Resolution Relating to General Obligation Refunding Bonds, Series 2025C; Awarding the Sale Thereof; Prescribing the Form and Details Thereof; and Authorizing the Issuance Thereof (2025C)

Abdi moved to approve the Resolution Relating to General Obligation Refunding Bonds, Series 2025C; Awarding the Sale Thereof; Prescribing the Form and Details Thereof; and Authorizing the Issuance Thereof (2025C). Ellison seconded the motion.

On a roll call vote, the motion was approved with the following result:

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

Nay: (0)

Abstain: (0)

Absent: Skjefte, Cerrillo, Emerick. (3)

REPORTS FROM BOARD OF EDUCATION DIRECTORS

The following directors and student representatives provided reports:

- Norvell
- Abdi
- Beachy

ADJOURNMENT

Without objection, Chair Beachy adjourned the meeting at 7:56 p.m.

Secretary Notations:

- Minutes submitted by Nandi Solórzano O'Brien, Assistant Clerk
- Meeting materials:
<https://meetings.boardbook.org/Public/Agenda/1807?meeting=719951>
- Minutes approved: Jan 13, 2026.

Approvals:

Collin Beachy, Chair

Lori Norvell, Clerk

Draft

Minneapolis Public Schools

List A: All Employees: Tuesday, January 13, 2026

Hiring - Licensed

Kamara Bauman	Dowling Elementary	Teacher, Social Worker	11/24/2025
Terry Brown	Cityview Elementary	Teacher, Special Education (SERT)	1/5/2026
Britany Geoghegan	Kenny Elementary	Teacher, Special Education (SERT)	11/24/2025
Elsa Koriath	Special Ed Program 3	Teacher, Music Therapist	12/15/2025
Gary Moore	Whittier Elementary	Teacher, Special Education (EBD)	1/6/2026
Staci Owens	Nellie Stone Johnson Elementary	Teacher, Elementary	12/15/2025
Hadley Sayotovich	Ella Baker PK-8	Teacher, TOSA Math Specialist	12/8/2025

Hiring - Non Licensed

Vanita Cleaves	CWS, Site Group 2 - Northeast	School Cook	12/17/2025
Natalie Dean-Wyatt	Folwell Elementary	Special Education Assistant (Program)	12/8/2025
Parvin Jaipat	Northrop Elementary	Health Services Assistant	1/5/2026
Shavon Johnson	Anishinabe Academy Elementary	Health Services Assistant	1/5/2026
Lesla Nurse	Stadium View	School Secretary, Senior	12/8/2025
Hopa Stevens	Indian Education	School Success Program Assistant	1/5/2026
Karen Utter	Seward Elementary	Associate Educator	1/5/2026
Bryce Vogel	Camden High	Special Education Assistant (Program)	12/4/2025
Dkwan Washington	Pillsbury Elementary	Special Education Assistant (Program)	1/5/2026
Hollisha Washington	Harrison Education Center	Special Education Assistant (Program)	8/28/2025

Discharges

Licensed

Non-Licensed

Health Services Assistant 12-16-2025 2026-01-ER-8114

Non-Represented

Probationary Separations

Licensed

Non-Licensed

Child Care Assistant 12-18-2025 2026-01-ER-8102
School Bus Driver in Training 12-04-2025 2026-01-ER-8097
Accountant, Senior 12-22-2025 2026-01-ER-8149

Staff Reduction, Licensed

Staff Reduction, Non-Licensed

Discontinuance of Contract

Discontinuance of Contract, Licensed,

Teacher 12-01-2025 2026-01-ER-7994

Discontinuance of Contract, Non-Licensed,

Layoffs

Licensed

Non-Licensed

Administrative Contract Non-Renewals

Acceptance of Gifts and Donations

December 2025

Description	Value	Terms/Restrictions	Donor	ID
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Striker Family Fund	KBEM-118
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Lewin Family Fund	KBEM-119
Cash gift to KBEM Radio	\$9,982.36	For KBEM/Jazz 88.5	Mike Stewart	KBEM-120
Cash gift to KBEM Radio	\$5,000.00	For KBEM/Jazz 88.5	Michelle and Chris Kromm	KBEM-121
Cash gift to KBEM Radio	\$2,500.00	For KBEM/Jazz 88.5	Cargill Foundation	KBEM-122
Cash gift to KBEM Radio	\$5,000.00	For KBEM/Jazz 88.5	Sarah F Lang Fund	KBEM-123
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Phenix Nelson Family Fund	KBEM-124
Cash gift to KBEM Radio	\$109,503.36.	For KBEM/Jazz 88.5	Kristi Shuey from the Frank J. Indihar, M.D. Donor Advised Fund through the St. Paul and Minnesota Foundation	KBEM-125
Cash gift to KBEM Radio	\$2,240.00	For KBEM/Jazz 88.5	Crooners Supper Club	KBEM-126
Cash gift to KBEM Radio	\$1000.00	For KBEM/Jazz 88.5	Nolan Family Foundation	KBEM-127
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Ordway Center For The Performing Arts	KBEM-128
Cash gift to KBEM Radio	\$855	For KBEM/Jazz 88.5	Hennepin Theatre Trust	KBEM-129

Acceptance of Gifts and Donations

December 2025

Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Beverly Bajus	KBEM-130
Cash gift to KBEM Radio	\$2,500.00	For KBEM/Jazz 88.5	Carol Perkins	KBEM-131
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Catrin Magnusson	KBEM-132
Cash gift to KBEM Radio	\$700.00	For KBEM/Jazz 88.5	Chris Juettner	KBEM-133
Cash gift to KBEM Radio	\$5,000.00	For KBEM/Jazz 88.5	Christopher Moeller	KBEM-134
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Claire Stokes	KBEM-135
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Donna and Mike Wolsted	KBEM-136
Cash gift to KBEM Radio	\$2000.00	For KBEM/Jazz 88.5	Edith Dalleska	KBEM-137
Cash gift to KBEM Radio	\$521.32	For KBEM/Jazz 88.5	Eric Ebbesen	KBEM-138
Cash gift to KBEM Radio	\$2,500	For KBEM/Jazz 88.5	Faysal Abraham	KBEM-139
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Felix Tristani	KBEM-140
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Gary Smith	KBEM-141
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Guy Stearns	KBEM-142
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Jacqueline Darrah	KBEM-143
Cash gift to KBEM Radio	\$600.00	For KBEM/Jazz 88.5	James Curme	KBEM-144
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	James Skakoon	KBEM-145
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Jean Forster	KBEM-146

Acceptance of Gifts and Donations

December 2025

Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Jenni Lawrence	KBEM-147
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	John and Kathryn O'Brien	KBEM-148
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Katherine Mahle	KBEM-149
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Kurt Kimber	KBEM-150
Cash gift to KBEM Radio	\$3,000.00	For KBEM/Jazz 88.5	Kylie Purtell	KBEM-151
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Linnea Sodergren	KBEM-152
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Margaret McInerny	KBEM-153
Cash gift to KBEM Radio	\$2,500.00	For KBEM/Jazz 88.5	Martha McCusker	KBEM-154
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Michael Mann	KBEM-155
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Nancy Joyer	KBEM-156
Cash gift to KBEM Radio	\$1,031.00	For KBEM/Jazz 88.5	Nathan Dungan	KBEM-157
Cash gift to KBEM Radio	\$651.72	For KBEM/Jazz 88.5	Quayla Hubbard	KBEM-158
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Richard Fields	KBEM-159
Cash gift to KBEM Radio	\$515.30	For KBEM/Jazz 88.5	Richard Pearson	KBEM-160
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Ron Baumbach	KBEM-161
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Ronald Jensen	KBEM-162
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Sharon Johnson	KBEM-163

Acceptance of Gifts and Donations

December 2025

Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Sue Stock	KBEM-164
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Suzanne Weinstein	KBEM-165
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Terrance Brueck	KBEM-166
Cash gift to KBEM Radio	\$515.30	For KBEM/Jazz 88.5	Thomas Bracken	KBEM-167
Cash gift to KBEM Radio	\$1,000.00	For KBEM/Jazz 88.5	Thomas Barry	KBEM-168
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Tom Shaler	KBEM-169
Cash gift to KBEM Radio	\$515.3	For KBEM/Jazz 88.5	Walt Polley	KBEM-170
Cash gift to KBEM Radio	\$500.00	For KBEM/Jazz 88.5	Richard Beckel	KBEM-171
Cash gift to MPS	\$46,000	Shelf stable meal and snack bags to be distributed district-wide to families	United Way	MPS- 46
Cash gift to MPS	\$1,000.00	GTTM For Green Central Elementary	Carin and Bill Simposon	MPS-47
Cash gift to MPS	\$1,000.00	GTTM For Green Central Elementary	Anonymous	MPS-48
Cash gift to MPS	\$985.00	Bench for Armatage	Christel Watson	MPS-49
Furniture and desks	\$5,800.00	Desk and furniture donation to ECSE	Patty Carlin	MPS-50

Acceptance of Gifts and Donations

December 2025

Cash gift to MPS	\$3,500.00	For Anthony engineer and design class	The Campos EPC Foundation	MPS-51
Cash gift to MPS	\$1,000.00	Nellie Stone Johnson field trips and other needs	Lawrence McKenzie-Kappa Alpha Psi Fraternity	MPS-52
Cash gift to MPS	\$60,580.00	Support to specific classroom needs at Washburn	Washburn High School Foundation	MPS-53

Request for Board Action (RBA)

Contracts Memo



Item Overview

Vendor Name:	B & D Associates
Type:	Amendment ▾
Meeting Date:	1/13/2026
Contract Number:	4400002941
Requesting Staff:	Tom Parent, Senior Operations Officer ▾
Term:	March 11, 2025-August 21, 2026
Total Fiscal Obligation:	\$598,746.00
Amendment Amount:	Increase of \$ 21,226.00
Funding Sources:	<ul style="list-style-type: none">● Fund 6
Contract Template:	Vendor ▾

Summary of Services, Purpose, and Terms

1. Authorizing the Senior Operations Officer to execute an amendment to contract 4400002941 with B & D Associates to increase the contract amount by \$21,226.00 for the term of March 11, 2025 to August 21, 2026. The cumulative contract amount with the amendment is \$598,746.00
2. Last board action 3/11/2025 for \$583,715.00.

Recommendation

Approve contract.

Request for Board Action (RBA)

Contracts Memo



Item Overview

Vendor Name:	Center for Effective School Operations (CESO)
Type:	New Master Contract ▾
Meeting Date:	01/13/2026
Contract Number:	Contract number to be assigned
Requesting Staff:	Ryan Strack, Senior Executive Officer ▾
Term:	01/20/2026 to 01/20/2027
Total Fiscal Obligation:	Not to exceed \$830,000.00
Amendment Amount:	N/A
Funding Sources:	General Fund (1001)
Contract Template:	MPS ▾

Summary of Services, Purpose, and Terms

1. Authorizing the Senior Executive Officer to negotiate and execute a professional services contract with the Center for Effective School Operations (CESO) to provide financial management services and conduct a comprehensive finance division operations assessment.
2. The contract term would be from January 20, 2026 to January 20, 2027.
3. The total fiscal obligation is up to \$830,000.00.

Recommendation

Approve the authorization to negotiate and execute the proposed contract.

Request for Board Action (RBA)

Contracts Memo



Item Overview

Vendor Name:	Contract with Environmental Plant Services (EPS) (2026-4400003519)
Type:	New Master Contract ▾
Meeting Date:	01/13/2026
Contract Number:	4400003519
Requesting Staff:	Tom Parent, Senior Operations Officer ▾
Term:	Jan. 1, 2026 to Dec. 31, 2026.
Total Fiscal Obligation:	\$100,000.00
Amendment Amount:	n/a
Funding Sources:	Fund 6
Contract Template:	MPS ▾

Summary of Services, Purpose, and Terms

1. Authorizing the Senior Operations Officer to execute a contract with Environmental Plant Services (EPS) for district-wide asbestos abatement services for maintenance and construction projects, for a term of 01/01/2026 to 12/31/2026, for an amount not to exceed \$100,000.

Recommendation

Approve contract.

Request for Board Action (RBA)

Contracts Memo



Item Overview

Vendor Name:	Ford Metro, Inc.
Type:	Amendment ▾
Meeting Date:	1/13/2026
Contract Number:	4400002942
Requesting Staff:	Tom Parent, Senior Operations Officer ▾
Term:	3/11/25 - 8/21/26
Total Fiscal Obligation:	\$424,214.70
Amendment Amount:	Increase of \$ 10,979.10
Funding Sources:	<ul style="list-style-type: none">● Fund 6
Contract Template:	Vendor ▾

Summary of Services, Purpose, and Terms

1. Authorizing the Senior Operations Officer to execute an amendment to contract 4400002942 with Ford Metro Inc to increase the contract amount by \$10,979.10, for the term of 3/11/25 - 8/21/26. The cumulative contract amount with the amendment is \$424,214.70.
2. Last board action 3/11/2025 for \$394,790.00.

Recommendation

Approve contract.

Request for Board Action (RBA)

Contracts Memo



Item Overview

Vendor Name:	H2I group
Type:	New Master Contract
Meeting Date:	1/13/2026
Contract Number:	4400003526
Requesting Staff:	Tom Parent, Senior Operations Officer
Term:	December 15, 2025 to December 31, 2026
Total Fiscal Obligation:	\$211,576.00
Amendment Amount:	N/A
Funding Sources:	<ul style="list-style-type: none">● 4242● LTFM fund (100%)
Contract Template:	MPS

Summary of Services, Purpose, and Terms

1. Authorizing the Senior Operations Officer to execute a contract with H2I Group for lockers replacement at Field, for a term of 12/15/2025 to 12/31/2026, for an amount not to exceed \$211,576.00.
2. N/A

Recommendation

Approve contract.

Request for Board Action (RBA)

Contracts Memo



Item Overview

Vendor Name:	Jorgenson Construction, Inc
Type:	New Master Contract
Meeting Date:	1/13/2026
Contract Number:	4400003528
Requesting Staff:	Tom Parent, Senior Operations Officer
Term:	December 12, 2025 to March 31, 2027
Total Fiscal Obligation:	\$4,389,000.00
Amendment Amount:	N/A
Funding Sources:	<ul style="list-style-type: none">● Fund 6 (100%)
Contract Template:	Vendor

Summary of Services, Purpose, and Terms

1. Authorizing the Senior Officer of Operations to execute a contract with Jorgenson Construction, Inc for safe and welcoming entrance at South HS, for a term of 12/12/2025 to 03/31/2027, for an amount not to exceed \$4,389,000.00.
2. N/A

Recommendation

Approve contract.

Request for Board Action (RBA)

Contracts Memo



Item Overview

Vendor Name:	KFI Engineers
Type:	Amendment ▾
Meeting Date:	1/06/2026
Contract Number:	4400003531
Requesting Staff:	Tom Parent, Senior Operations Officer ▾
Term:	Month Day, Year to Month Day, Year
Total Fiscal Obligation:	\$165,100.00
Amendment Amount:	Increase of \$ 20,000.00
Funding Sources:	<ul style="list-style-type: none">● Fund 6 (100%)
Contract Template:	MPS ▾

Summary of Services, Purpose, and Terms

1. Authorizing the Senior Operations Officer, to execute an amendment to contract 4400003531 with KFI Engineers to increase the contract amount by \$20,000.00, for the term of 1/14/2022 to 12/31/2026. The cumulative contract amount with the amendment is \$165,100.00.
2. Last board action 1/14/2022 for \$145,100.00.

Recommendation

Approve Contract.

Request for Board Action (RBA)

Contracts Memo



Item Overview

Vendor Name:	Matrix NDI
Type:	Amendment
Meeting Date:	1/13/2026
Contract Number:	4400003243
Requesting Staff:	Tom Parent, Senior Operations Officer
Term:	July 1, 2025 to June 30, 2028
Total Fiscal Obligation:	\$1,323,381.37
Amendment Amount:	\$347,510.59
Funding Sources:	<ul style="list-style-type: none">● Bond Funds
Contract Template:	MPS

Summary of Services, Purpose, and Terms

1. Authorizing the Senior Operations Officer to execute an amendment to contract 4400003243 with Matrix NDI to increase the contract amount by \$347,510.59, for the term of 7/1/2025 to 6/30/2028. The cumulative contract amount with the amendment is \$1,323,381.37.
2. Last board action on March 11, 2025 for \$975,870.78

Recommendation

Approve contract.

Request for Board Action (RBA)

Contracts Memo



Item Overview

Vendor Name:	Mavo Systems
Type:	New Master Contract
Meeting Date:	1/13/2026
Contract Number:	4400003520
Requesting Staff:	Tom Parent, Senior Operations Officer
Term:	January 1, 2025 to December 31, 2028
Total Fiscal Obligation:	\$100,000.00
Amendment Amount:	N/A
Funding Sources:	<ul style="list-style-type: none">• Fund 6 (100%)
Contract Template:	MPS

Summary of Services, Purpose, and Terms

1. Authorizing the Senior Officer of Operations to execute a contract with Mavo Systems for asbestos abatement services for maintenance and construction projects districtwide, for a term of 1/01/226 to 12/31/2028], for an amount not to exceed \$100,000.00.
2. N/A

Recommendation

Approve contract.

Request for Board Action (RBA)

Contracts Memo



Item Overview

Vendor Name:	Miller Dunwiddie Architects
Type:	Amendment
Meeting Date:	1/13/2026
Contract Number:	4400002940
Requesting Staff:	Tom Parent, Senior Operations Officer
Term:	March 11, 2025 to December 31, 2026
Total Fiscal Obligation:	\$478,790.00
Amendment Amount:	Increase of \$12,500.00
Funding Sources:	<ul style="list-style-type: none">● Fund 6 (100%)
Contract Template:	Vendor

Summary of Services, Purpose, and Terms

1. Authorizing the Senior Officer of Operations to execute an amendment to contract 4400002940 with Miller Dunwiddie Architects to increase the contract amount by \$12,500.00, for the term of 3/11/2025 to 12/31/2026. The cumulative contract amount with the amendment is \$478,790.00.
2. Last board action 12/9/2025 for \$455,500.00.

Recommendation

Approve contract amendment.

Request for Board Action (RBA)

Contracts Memo



Item Overview

Vendor Name:	Pellera/Paragon Development Systems
Type:	Renewal of Expiring Contract
Meeting Date:	1/13/2026
Contract Number:	4400003529
Requesting Staff:	Tom Parent, Senior Operations Officer
Term:	February 15, 2026 to February 14, 2027
Total Fiscal Obligation:	\$297,595.92
Amendment Amount:	N/A
Funding Sources:	<ul style="list-style-type: none">● Fund 1097● Referendum fund
Contract Template:	MPS

Summary of Services, Purpose, and Terms

1. Authorizing the Senior Officer of Operations to execute a contract with Pellera/Paragon Development Systems for commvault cloud backup renewal, for a term of 2/15/2026 to 2/14/2027, for an amount not to exceed \$297,595.92.
2. Last board action on 6/13/2023 for \$263,134.93

Recommendation

Approve contract.

Request for Board Action (RBA)

Contracts Memo



Item Overview

Vendor Name:	Sterling Systems
Type:	New Master Contract ▾
Meeting Date:	1/13/2026
Contract Number:	4400003521
Requesting Staff:	Tom Parent, Senior Operations Officer ▾
Term:	January 1, 2026 to December 31, 2028
Total Fiscal Obligation:	\$100,000
Amendment Amount:	n/a
Funding Sources:	Fund 6
Contract Template:	MPS ▾

Summary of Services, Purpose, and Terms

1. Authorizing the Senior Operations Officer to execute a contract with Sterling Systems for district-wide asbestos abatement services for maintenance and construction projects, for a term of 01/01/2026 to 12/31/2028, for time and material rates for an amount not to exceed \$100,000.

Recommendation

Approve contract.

Request for Board Action (RBA)

Contracts Memo



Item Overview

Vendor Name:	Versacon, Inc
Type:	New Master Contract
Meeting Date:	1/13/2026
Contract Number:	4400003530
Requesting Staff:	Tom Parent, Senior Operations Officer
Term:	January 13, 2026 to June 30, 2027
Total Fiscal Obligation:	\$4,962,392.60
Amendment Amount:	N/A
Funding Sources:	<ul style="list-style-type: none">● Fund 6
Contract Template:	Vendor

Summary of Services, Purpose, and Terms

1. Authorizing the Senior Officer of Operations to execute a contract with Versacon, Inc for improvements to the lower level including the kitchen, cafeteria, gymnasium, and restrooms at Justice Page, for a term of 1/13/2026 to 6/30/2027, for an amount not to exceed \$4,962,392.60.
2. N/A

Recommendation

Approve contract.

Request for Board Action (RBA)

Contracts Memo



Item Overview

Vendor Name:	Witzel Electric
Type:	New Master Contract
Meeting Date:	1/13/2026
Contract Number:	4400003527
Requesting Staff:	Tom Parent, Senior Operations Officer
Term:	February 1, 2026 to September 8, 2027
Total Fiscal Obligation:	\$267,300.00
Amendment Amount:	N/A
Funding Sources:	<ul style="list-style-type: none">● Fund 6
Contract Template:	Vendor

Summary of Services, Purpose, and Terms

1. Authorizing the Senior Officer of Operations to execute a contract with Witzel Electric for auditorium lighting system at Franklin, for a term of [total contract term], for an amount not to exceed \$267,300.00.
2. N/A

Recommendation

Approve contract.

Request for Board Action (RBA)

Memo



Item Overview

Vendor Name:	Renewable Energy Partners, Inc
Type:	Other
Meeting Date:	1/13/2026
Contract Number:	N/A
Requesting Staff:	Tom Parent, Senior Operations Officer
Term:	25 years
Total Fiscal Obligation:	Estimated to be \$103,000 in the first year, \$3,356,335 over the 25-year term. These figures are estimates based upon the amount of solar energy generated and are indexed to be less than the cost of the same amount of energy from the public utility.
Amendment Amount:	N/A
Funding Sources:	General Fund
Contract Template:	Vendor Contract

Summary of Services, Purpose, and Terms

1. Authorizing the Senior Officer of Operations to execute a power purchase agreement (PPA) with Renewable Energy Partners (REP), to purchase electricity from the installation of solar arrays at the Nutrition Center and the Maintenance and Operations building, for a 25 year term.
2. This PPA is in coordination with the System Site Lease agreement signed by the Board of Education on June 12, 2024, leasing roof space at the two locations for solar arrays to REP.

RBA: 2026-0017

Page 1 of 2

Request for Board Action (RBA)

Memo



3. For the first year of service, electricity generated by the solar system will be purchased at a rate of \$0.09 per kilowatt-hour.

Recommendation

That the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby delegates the authority to the Senior Operations Officer to enter into a power purchase agreement with Renewable Energy Partners for a 25-year term as detailed in the agreement.

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



MINNEAPOLIS
PUBLIC SCHOOLS

Resolution: 2026-0017

January 13, 2026

**Resolution Executing a Power Purchase Agreement for a Solar System at the
Nutrition Center & the Maintenance and Operation Building**

WHEREAS, Minneapolis Public Schools understands and values the generation of renewable solar energy on-site as a way of combating climate change and the rising cost of electricity; and

WHEREAS, Minneapolis Public Schools partnered with Renewable Energy Partners to create a comprehensive plan for solar capabilities throughout the District, where the Nutrition Center and the Plant Maintenance & Operations buildings were recommended by the Facilities Department as high priority; and

WHEREAS, Minneapolis Public Schools entered into agreements on June 11th, 2024 authorizing roof leases for Renewable Energy Partners at the Nutrition Center and the Plant Maintenance & Operations buildings.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby enters into a power purchase agreement with Renewable Energy Partners for a 25-year term as detailed in the attached agreement.

ADOPTED this 13th day of January

Collin Beachy, Chair

Lori Norvell, Clerk

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



MINNEAPOLIS
PUBLIC SCHOOLS

Resolution: 2026-0017

January 13, 2026

RECORD OF BOARD VOTE

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

SOLAR POWER PURCHASE AGREEMENT

This SOLAR POWER PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of December 9, 2025 (the “Effective Date”) by and between Renewable Energy Partners, Inc., a Minnesota corporation (“Seller”), and Special School District No. 1, Minneapolis Public Schools, a Minnesota Public School District (“Purchaser”). Each of Seller and Purchaser are sometimes referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Purchaser conducts its business at the real property and improvements commonly known as the Nutrition Center located at 896 Plymouth Avenue North, Minneapolis, MN and the Plant Maintenance & Operations Center located at 1101 Plymouth Avenue North, Minneapolis, MN 55411 (the “Premises”);

WHEREAS, Seller and Purchaser has executed with Seller System Site Lease Agreements for the Premises during the Contract Term for access to, on, over, under and across the Premises for the installation, construction, maintenance, and operation of the System (the “System Site Lease Agreements”);

WHEREAS, the Premises are owned by Purchaser (referred to as the “Lessor” in the System Site Lease Agreements);

WHEREAS, pursuant to the System Site Lease Agreements, Purchaser and Seller agree that Seller shall proceed with the construction, installation, operation, and maintenance of the System on the Premises and sell the electricity generated by the System to Purchaser, on the terms set forth herein; and

WHEREAS, Purchaser desires to purchase from Seller the electricity generated by the System on the terms set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

AGREEMENT

1. DEFINITIONS. Capitalized terms used herein shall have the respective meanings set forth in Exhibit A.

2. PURCHASE AND SALE OF ENERGY.

2.1 Sale of Energy. Seller shall sell to Purchaser and Purchaser shall purchase from Seller all of the Energy generated by the System, except as is further provided herein. Seller shall deliver the Energy to the Delivery Point, and Purchaser shall accept the Energy delivered for the full Contract Term.

2.2 Sale of Excess Energy. If, for any reason, Purchaser's electrical energy requirements are less than the Energy produced by the System, Purchaser shall nevertheless pay for all Energy as and when produced by the System pursuant to the terms of this Agreement. To the extent permitted by applicable law, Seller may utilize any Excess Energy for recharge of the Battery Energy Storage System ("BESS") that is part of the System in accordance with the Net Metering Rules. Seller may also sell any Excess Energy to the Utility and if the Purchaser has already paid Seller for such Excess Energy, then the full-market value of such sale, including the value of any rebates, tax credits, or incentive payments, shall be credited back to Purchaser in the form of credits applied against future Energy purchases. In the event that Purchaser has no outstanding Energy purchases, any excess amounts due to Purchaser under this Section shall be paid by Seller in a lump-sum cash payment to Purchaser. This Section shall also apply to any sales of Energy temporarily stored in the BESS for which Purchaser has already made payment to Seller.

2.3 Purchase of Additional Resources. To the extent that Purchaser's electrical energy requirements exceed the Energy produced by the System, Purchaser shall purchase such excess electricity from Utility. Purchaser shall be responsible for all charges, applicable taxes, penalties, demand or similar charges assessed by Utility for transmission and distribution service and other services necessary to meet the full energy requirements of Purchaser.

2.4 Arbitrage. Purchaser shall be entitled to utilize the entire Energy output of the System except as otherwise provided herein. Seller shall retain the right to manage and operate the System and BESS in a manner that results in a reduction in the amount of Energy delivered to Purchaser, even if such delivered Energy results in Purchaser being required to purchase additional resources from the Utility, provided that Seller can sell the Energy to Utility generating a profit. Such sale shall proceed, and any additional revenues generated by that reduction shall be shared, upon the following terms:

2.4.1 Seller Determination. Seller determines, in its commercially reasonable discretion, that greater value can be obtained for the Energy through delivery of the Energy to the Utility, or from load curtailment at a host site from the use of the System, or from any Excess Energy utilized for recharge of the BESS, or under the terms of an established rate tariff or other energy market mechanism. In exercising its discretion hereunder, Seller shall ensure that the profits to be received by the Purchaser shall fully offset any additional costs incurred by Purchaser from purchasing additional energy from the Utility.

2.4.2 Seller Notice. Seller provides reasonable notice to Purchaser in the event it makes such determination to reduce the amount of Energy delivered to Purchaser.

2.4.3 Agreement; Profit Sharing. Seller and Purchaser agree to share any additional revenues generated by Seller's operation of the System above its Energy Value under the terms of this Agreement on an equal basis, whether such additional revenues are reflected on Purchaser's monthly utility statement from the utility or received directly by Seller from the utility or a third party.

2.4.4 Reconciliation. Seller and Purchaser agree to reconcile any amounts received as additional revenues as a separately delineated line item as part of the monthly statements provided to Purchaser from Seller for Purchaser's purchase of delivered Energy.

2.5 Contract Term; Delivery Term. This Agreement shall have a delivery term (the "Delivery Term") of twenty-five (25) years commencing on the Commercial Operation Date. The term of this Agreement (the "Contract Term") shall commence on the Effective Date and shall end upon the expiration of the Delivery Term, unless terminated earlier in accordance with the terms of this Agreement.

2.6 Environmental Attributes, Environmental Incentives and Tax Attributes.

2.6.1 Title to Environmental Attributes, Environmental Incentives and Tax Attributes. Seller shall have all rights, title or interest in and to all Environmental Attributes, Environmental Incentives and Tax Attributes related to the System and shall retain rights to the Environmental Attributes, Environmental Incentives and Tax Attributes as defined in this Contract.

2.6.2 Impairment of Environmental Attributes, Environmental Incentives and Tax Attributes. Purchaser shall not take any action or suffer any omission that would have the effect of impairing the value of the Environmental Attributes, Environmental Incentives and Tax Attributes.

3. THE SYSTEM.

3.1 Design, Construction, Installation, Operation, Maintenance, and Removal of the System. Seller shall be responsible for the design, construction, installation, operation, maintenance, and removal of the System in a manner consistent with the System Site Lease Agreements and Prudent Operating Practice as detailed in Exhibit D. The terms and provisions of the System Site Lease Agreements are hereby incorporated and made a part of this Agreement. After performing any maintenance, Seller shall provide Purchaser a copy of an inspection report and all other documents supporting such inspection and any required maintenance. If the supply of Energy from the System is interrupted as a result of malfunction or other shutdown, Seller shall use commercially reasonable efforts to remedy such interruption. Both Parties shall comply with all applicable laws and regulations relating to the design, construction, installation, operation and maintenance of the System and the generation and sale of Energy, including obtaining and maintaining in effect all relevant approvals and permits.

3.1.1 If the supply of Energy from the System is interrupted as a result of malfunction or other shutdown (an "Unscheduled Outage"), Seller and Purchaser shall use commercially reasonable efforts to remedy such interruption.

3.2 Insolation. Purchaser understands that unobstructed access to sunlight ("Insolation") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit

any interference with the System's Insolation and shall not construct or install, or knowingly permit to be constructed or installed, any alterations, modifications or improvement to the Premises or any other property owned or controlled by Purchaser or an Affiliate of Purchaser that interferes with or blocks the System's Insolation. In addition to the foregoing, Purchaser shall not permit the growth of foliage that interferes with or blocks System's Insolation.

3.3 Maintenance of Health and Safety. Seller shall take all reasonable safety precautions with respect to the operation, maintenance, repair, and replacement of the System and shall comply with all applicable health and safety laws, rules, regulations, and permit requirements. If Seller becomes aware of any circumstances relating to the Premises or the System that creates an imminent risk of damage or injury to any Person or any Person's property, Seller shall take prompt action to prevent such damage or injury and shall promptly notify Purchaser. Such action may include disconnecting and removing all or a portion of the System, or suspending the supply of Energy to Purchaser. Should Purchaser become aware of such circumstances, Purchaser shall promptly notify Seller with respect thereto.

3.4 Assistance with Permits and Licenses. Upon Seller's request, Purchaser shall assist and cooperate with Seller, to acquire and maintain approvals, permits, and authorizations or to facilitate Seller's compliance with all applicable laws and regulations related to the design construction, installation, operation, maintenance, and repair of the System, including providing any building owner or occupant authorizations, signing and processing any applications for permits, local utility grid interconnection applications, and rebate applications as are required by law to be signed by Purchaser. Seller shall deliver to Purchaser copies of any necessary approvals, permits, rebates, or other financial incentives that are required by law in the name of Purchaser.

3.5 Commercial Operation Date. Seller shall notify Purchaser of the occurrence of the Commercial Operation Date.

3.6 Seller's Taxes. Seller is solely responsible for all income, gross receipts, ad valorem, personal property, or other similar taxes and any and all franchise fees or similar fees relating to Seller's ownership of the System.

3.7 Purchaser's Taxes. Purchaser is responsible for paying timely all legitimate and applicable taxes, charges, levies, and assessments against the Premises. Purchaser is also responsible for paying all sales, use, and other taxes, and any and all franchise fees or similar fees assessed against Purchaser as a result of Purchaser's purchase of the Energy and, in the event that Purchaser exercises the Purchase Option, its purchase and ownership of the System, which fees are not otherwise the obligation of Seller.

3.8 Notice of Damage. The Parties shall promptly notify each other of any physical conditions or other circumstances of which either Party becomes aware that indicate there has been or might be damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System.

3.9 License from Purchaser for Premises Access. In addition to any rights granted in the System Site Lease Agreements, Purchaser grants to Seller and to Seller's agents, employees, contractors and assignees an irrevocable license running with the Premises (the "License") for access to, on, over, under and across the Premises solely for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (ii) performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters necessary to interconnect the System to Purchaser's electric system at the Premises, to the local electric distribution system, if any, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Seller shall provide reasonable notice to Purchaser prior to entering the Premises, except in situations where there is imminent risk of damage to persons or property. The term of the License shall commence on the Effective Date and shall continue until the date that is one hundred and twenty (120) days following the date of expiration or earlier termination of this Agreement, which term shall be extended day for day for each day Purchaser or a third party restricts Seller's access to the Premises (the "License Term"). During the License Term, Purchaser shall ensure that Seller's rights under the License and Seller's access to the Premises and the Premises are preserved and protected. Purchaser shall not interfere with nor shall permit any third parties to interfere with such rights or access. Seller shall exercise, and shall cause its agents, employees and contractors to exercise, due care any time Seller, its agents, employees or contractors enters the Premises. Seller shall be responsible for any damage caused by it, its agents, employees or contractors to the Premises or to any persons or property thereon. At the option of Purchaser, Seller or Purchaser shall repair such damage. If Purchaser repairs such damage, Seller shall reimburse Purchaser for reasonable expenses incurred to repair such damage within thirty (30) days after demand by Purchaser.

4. PAYMENT AND METERING.

4.1 Consideration for Energy Delivered. As consideration for the delivery of Energy by Seller, Purchaser shall pay the following amounts:

4.1.1 Payments for Energy delivered under this Agreement at the applicable Energy Price.

4.2 Invoicing. Seller shall invoice Purchaser for payments as they become due and for Energy on a monthly basis. Seller shall deliver each invoice within fifteen (15) Business Days after the end of each billing period. Each invoice shall set out the amount of Energy delivered in kWh during such billing period, the then-applicable Energy Price, and the total amount then due to Seller. The amount due shall be prorated for any partial billing period during the Contract Term. Such invoice shall include sufficient details so that Purchaser can reasonably confirm the accuracy of the invoice including, among other details, beginning and ending meter readings. Purchaser shall pay the amount due to Seller within thirty (30) days after receipt of each invoice.

4.3 Disputed Amounts. A Party may in good faith dispute the correctness of any invoice or any adjustment to any invoice under this Agreement at any time within thirty (30) days

following the delivery of the invoice or invoice adjustment. In the event that either Party disputes any invoice or invoice adjustment, such Party shall give written notice of the objection to the other Party. Any required payment will be made within five (5) Business Days after resolution of the applicable dispute.

4.4 Metering of Delivery. Seller shall measure the amount of Energy supplied to Purchaser at the Delivery Point using a Utility-approved, revenue-grade metering system. Such meter shall be installed and maintained at Seller's cost. Purchaser shall cooperate with Seller to enable Seller to have reasonable access to the meter as needed to inspect, repair, and maintain such meter. At Seller's option, the meter may have such industry telemetry, controls and switchgear as shall allow Seller to operate the System during normal operations and during outage conditions. Purchaser shall allow for the installation of control systems, relays, switchgear, communication lines and such other equipment as shall be reasonably necessary to operate the System.

4.5 Books and Records. As required by Minnesota Statutes, Section 16C.06, subdivision 5, in order to facilitate payment and verification, Seller shall maintain all books and records necessary for billing and payments, including copies of all invoices under this Agreement, for a minimum of six years from the termination of this Agreement, and Seller shall grant Purchaser reasonable access to those books, records, and data at the principal place of business of Seller. Purchaser may examine such books and records relating to transactions under, and administration of, this Agreement, at any time during the period the records are required to be maintained, upon request with reasonable notice and during normal business hours. Purchaser shall maintain books, records, and data as may be required by state law, including but not limited to the Official Records Act, Minnesota Statutes, Section 15.17, and the Minnesota Governmental Data Practices Act, Minnesota Statutes, Chapter 13. Purchaser shall grant Seller reasonable access to such books, records, and data as consistent with those laws and Purchaser policy.

4.6 Change in Law. The Parties acknowledge and agree that the Energy Price is based on assumptions related to the availability to the Seller of the Environmental Attributes, Environmental Incentives and/or Tax Attributes. In the event of the elimination or alteration of one of more Environmental Attributes, Environmental Incentives, and/or Tax Attributes or any other change in law that results in a material adverse economic impact on the Seller in respect to this Agreement, the Parties shall work in good faith to amend this Agreement within thirty (30) Business Days after such elimination or alteration as may be reasonably necessary to restore the allocation of economic benefits and burdens contemplated hereunder by the Parties. If the Parties fail to enter into such an amendment by the end of such thirty (30) Business Day period, the Seller may terminate this Agreement. Following such termination, neither Party shall bear any liability to the other Party, and Seller shall remove the System from the Premises within one hundred twenty (120) days of such termination.

5. OPTION TO PURCHASE SYSTEM; END OF TERM.

5.1 Grant of Purchase Option. Seller hereby grants to Purchaser the right and option to purchase all of the Seller's right, title, and interest in and to the System on the terms set forth

herein ("Purchase Option"). Purchaser may exercise the Purchase Option on the sixth (6th), anniversary of the Commercial Operation Date or at any time thereafter subject to termination of this Agreement pursuant to Section 10.2 (collectively, the "Purchase Option Dates"), provided that no Purchaser Event of Default, or any event which with the passage of time will become a Purchaser Event of Default, has then occurred and is ongoing.

5.2 Determination of Purchase Price. If Purchaser wishes to exercise the Purchase Option, it shall deliver an exercise notice to Seller. Any such exercise notice shall be irrevocable for a period of 90 days once delivered. The Purchase Price for the System shall be based on the System's Fair Market Value, as determined at the time of Purchaser's notice of intent to exercise its option and by the process detailed in Exhibit A of this Agreement.

5.3 Terms and Date of System Purchase. The Parties shall consummate the sale of the System to Purchaser no later than sixty (60) days following Purchaser's exercise of the Purchase Option. On the effective date of such sale (the "Transfer Date") (a) Seller shall surrender and transfer to Purchaser all of Seller's right, title, and interest in and to the System; (b) Seller shall retain all liabilities, Environmental Attributes, Environmental Incentives, Tax Attributes and profits arising from or relating to the System that arose prior to and after the Transfer Date unless such liabilities, attributes and incentives are included in the Fair Market Value or are otherwise agreed to be transferred by mutual written agreement between the Purchaser and Seller; (c) Purchaser shall pay the Purchase Price to Seller in readily available funds, and shall assume all liabilities arising from or relating to the System as of and after the Transfer Date; and (d) both the Seller and the Purchaser shall (i) execute and deliver a bill of sale and assignment of contract rights, together with such other conveyance and transaction documents as are reasonably required to fully transfer and vest title to the System in Purchaser, and (ii) deliver ancillary documents, including releases, resolutions, certificates, third-party consents and approvals, and such similar documents as may be reasonably necessary to complete and conclude the sale of the System to Purchaser. Unless otherwise agreed by mutual written agreement between the Purchaser and Seller, the purchase and sale of the System shall be on an "as-is, where-is" basis, and Seller shall not be required to make any warranties or representations with regard to the System, but Seller shall, to the extent reasonably possible, transfer or assign to Purchaser all manufacturer and third-party warranties with respect to the System or any part thereof. Purchaser shall pay all transaction and closing costs associated with exercise of the Purchase Option.

5.4 End of Term. In the event Purchaser declines to exercise its Purchase Option during the Contract Term, then, no more than ninety (90) days after the expiration of the Contract Term, the Seller shall use commercially reasonable efforts to remove and dispose or otherwise facilitate the removal of the System and any repair of the Premises to its prior condition, other than ordinary wear and tear.

6. TITLE AND RISK OF LOSS.

6.1 Title. Unless and until Purchaser may exercise its Purchase Option, Seller shall at all times retain title to and be the legal and beneficial owner of the System, and the System shall

remain the personal property of Seller and shall not attach to or be deemed a part or fixture of the Premises. Seller may file one or more precautionary financing statements in jurisdictions it deems appropriate with respect to the System in order to protect its rights in the System.

6.2 Risk of Loss. Seller shall bear the risk of loss for the System, except to the extent caused by the breach by Purchaser of its obligations under this Agreement or the negligence or intentional misconduct of Purchaser or its invitees.

6.3 System Casualty. Upon the damage, destruction, or loss of the System, or, in the reasonable opinion of Seller's insurance provider, when the System is determined to have experienced a constructive total loss, Seller shall have the option, in its sole discretion, to repair or replace the System or terminate this Agreement. Seller shall notify Purchaser in writing of its election within thirty (30) days after the date of the damage to the System. Seller shall under all circumstances be entitled to all insurance proceeds with respect to the System. If Seller elects to repair or replace the System, Seller shall undertake such repair or replacement as quickly as practicable. If Seller elects to terminate this Agreement, the termination shall be effective immediately upon delivery of the notice under this Section 6.3.

7. FORCE MAJEURE.

7.1 Force Majeure. To the extent either Party is prevented by an event of Force Majeure from performing its obligations under this Agreement, such Party shall be excused from the performance of its obligations under this Agreement, other than the obligation to make payments when due. The Party claiming Force Majeure shall use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion.

7.2 Notice. In the event of any delay or nonperformance resulting from an event of Force Majeure, the Party suffering the event of Force Majeure shall, as soon as practicable, notify the other Party in writing of the nature, cause, date of commencement thereof and the anticipated extent of any delay or interruption in performance.

8. ADDITIONAL COVENANTS.

8.1 Liens. Each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any lien (including mechanics', labor or materialman's lien), encumbrance or claim on or with respect to the System or any portion thereof. Seller shall be entitled to encumber the System with such security interest as it may require, in its sole discretion, for financing that is directly related to the System. If either Party breaches its obligations under this Section 8.1, it shall promptly notify the other Party in writing, shall promptly cause any lien to be discharged and released of record without cost to that Party, and shall indemnify that Party against all claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred in discharging and releasing such lien.

9. REPRESENTATIONS AND WARRANTIES.

9.1 Representations, Warranties and Covenants of Purchaser. Purchaser represents, warrants and covenants to Seller that:

9.1.1 Purchaser has the requisite corporate, partnership or limited liability company capacity to enter into this Agreement and fulfill its obligations hereunder, that the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its officers or board of directors, or other governing body, and that, subject to compliance with and obtaining all required governmental approvals under any applicable regulatory laws or regulations governing the sale or delivery of Energy, the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Purchaser;

9.1.2 This Agreement constitutes Purchaser's legal, valid and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable laws now or hereafter in effect;

9.1.3 No suit, action or arbitration, or legal administrative or other proceeding is pending or has been threatened against the Purchaser that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Purchaser to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Purchaser;

9.1.4 With the exception of the Purchaser's approval, to Purchaser's knowledge, no governmental approval is required in connection with the due authorization, execution and delivery of this Agreement by Purchaser or the performance by Purchaser of its obligations hereunder;

9.1.5 To the best of Purchaser's knowledge and records, there are no site conditions or construction requirements (including any environmental conditions) that would increase the cost of installing the interconnection equipment at the planned locations or increase any liabilities in connection with the interconnection equipment;

9.1.6 To the best of Purchaser's knowledge and records, the information provided by Purchaser to Seller pursuant to this Agreement as of the Effective Date is true and accurate in all respects;

9.1.7 Purchaser has no knowledge of any facts or circumstances that could materially and adversely affect its ability to perform its obligations hereunder; and

9.2 Representations and Warranties of Seller. Seller represents and warrants to Purchaser that:

9.2.1 Seller has the requisite corporate, partnership or limited liability company capacity to enter into this Agreement and fulfill its obligations hereunder, that the execution and

delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its designated officers, or other governing body, and that, subject to compliance with and obtaining all required governmental approvals under any applicable regulatory laws or regulations governing the sale or delivery of Energy, the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Seller;

9.2.2 This Agreement constitutes Seller's legal, valid and binding obligation enforceable against it in accordance with its terms, except as may be limited by laws now or hereafter in effect;

9.2.3 No suit, action or arbitration, or legal administrative or other proceeding is pending or has been threatened against the Seller that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Seller to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Seller; and

9.2.4 To the knowledge of the Seller, neither the System nor any of Seller's obligations to Purchaser pursuant to this Agreement infringe on any third party's intellectual property or other proprietary rights.

9.2.5 To the best of Seller's knowledge and records, there are no site conditions or construction requirements (including any environmental conditions) that would increase the cost of installing the System or the interconnection equipment at the planned locations or increase any liabilities in connection with the System or interconnection equipment.

9.2.6 Seller has no knowledge of any facts or circumstances that could materially and adversely affect its ability to perform its obligations hereunder.

9.2.7 Seller warrants that it will perform the design, construction, installation, operation, and maintenance services in a professional and workmanlike manner using the degree of care, skill, prudence, judgment, and diligence that a reasonable, qualified, and competent provider of similar services would exercise. If it is shown that there was an error in such design, construction, installation, operation, and maintenance services as a result of Seller's failure to meet those standards, and if Purchaser properly notifies Seller, Seller will, at its own expense and at no cost to Purchaser, re-perform such services to remedy such error within a reasonable timeframe.

9.2.8 Seller warrants that the System will be new and not physically damaged by Seller at the time of installation. If Purchaser notifies Seller that any System components were not new or were, at that time, physically damaged by Seller at the time of installation, Seller will replace such System components within a reasonable timeframe with System components that are new and undamaged.

9.2.9 Seller represents and warrants that to the best of their knowledge, there are no Hazardous Materials in the System that would cause the System to be disposed of as a Hazardous Waste. In the event the System cannot be re-used, recycled, disposed of as a solid waste, disposed of as a universal waste, or similar, and must be disposed of as a Hazardous Waste, Seller shall indemnify Purchaser for any of Purchaser's actual reasonable disposal costs within thirty (30) days of receiving documentation evidencing the Purchaser's incurrence of such costs. Seller's obligations under this paragraph shall terminate one year after the termination of this Agreement. For the purposes of this Agreement, "Hazardous Materials" shall mean any hazardous, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, and shall include asbestos, petroleum products and the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. 6901 et seq.

10. DEFAULTS/REMEDIES.

10.1 Seller Event of Default. Each of the following events shall constitute a "Seller Event of Default":

10.1.1 Seller fails to pay to Purchaser any amount when due under this Agreement and such breach remains uncured for fifteen (15) Business Days following notice of such breach to Seller;

10.1.2 (i) Seller commences a voluntary case under any bankruptcy law; (ii) Seller fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Seller in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Seller remains undismissed or undischarged for a period of sixty (60) days; and

10.1.3 Seller materially breaches any other term of this Agreement, such breach remains uncured for thirty (30) days following notice of such breach to Seller, or such longer cure period as may be agreed to by the Parties, and such breach causes a material adverse effect on the Purchaser.

10.1.4 Seller breaches any of its obligations under the System Site Leases.

10.2 Purchaser's Remedies. If a Seller Event of Default has occurred and is continuing, Purchaser may terminate this Agreement by written notice to Seller following the expiration of the applicable cure period, and may exercise any other remedy it may have at law or equity, including, in the event such Seller Event of Default occurs and is continuing after the sixth (6th) anniversary of the Commercial Operation Date, exercising the Purchase Option.

10.3 Purchaser Event of Default. Each of the following events shall constitute a "Purchaser Event of Default":

10.3.1 Purchaser fails to pay to Seller any amount when due under this Agreement and such breach remains uncured for fifteen (15) Business Days following notice of such breach to Purchaser;

10.3.2 (i) Purchaser commences a voluntary case under any bankruptcy law; (ii) Purchaser fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Purchaser in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Purchaser remains undismissed or undischarged for a period of sixty (60) days;

10.3.3 Purchaser ceases to conduct business at the Premises;

10.3.4 Purchaser refuses, without good reason, to execute any document required for Seller to obtain any Environmental Attributes, Environmental Incentives and Tax Attributes related to the System; or

10.3.5 Purchaser materially breaches any other term of this Agreement and such breach remains uncured for thirty (30) days following notice of such breach to Purchaser, or such longer cure period as may be agreed to by the Parties.

10.4 Seller's Remedies. If a Purchaser Event of Default has occurred and is continuing, Seller may terminate this Agreement by written notice to Purchaser following the expiration of the applicable cure period. Seller may also exercise any other remedy it may have at law or equity, including recovering from Purchaser all resulting damages. Such damages shall include (i) projected payments for Energy generated for the remainder of the Contract Term; (ii) the cost of removing the System from the Premises; (iii) any loss or damage to Seller due to lost or recaptured Environmental Attributes, Environmental Incentives or Tax Attributes, including lost revenue from the sale of Environmental Attributes to third parties (including any damages due to the early termination of any agreement for such sale), and any other damages available at law or equity.

10.5 Waiver of Consequential Damages. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE PARTIES AGREE THAT TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY, OR UNDER ANY STATUTE OR ON ANY OTHER BASIS, FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THE SYSTEM OR THIS AGREEMENT. THE PPA DAMAGES SHALL NOT BE CONSIDERED CONSEQUENTIAL DAMAGES AND SHALL NOT BE SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION.

10.6 Limitation of Liability. EITHER PARTY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT (WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT, NEGLIGENCE, STRICT

LIABILITY OR OTHERWISE) SHALL IN NO EVENT EXCEED THE TOTAL FAIR MARKET VALUE OF THE SYSTEM AT THE TIME OF EVENT. ANY ACTION AGAINST EITHER PARTY MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES.

11. FINANCING ACCOMMODATIONS.

11.1 Purchaser Acknowledgment. Purchaser acknowledges that Seller may finance the System and that Seller's obligations may be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a security interest in the System. In order to facilitate such financing, and with respect to any financing Seller of which Seller has notified Purchaser in writing (each, a "Financing Party"), Purchaser agrees as follows:

11.1.1 Consent to Collateral Assignment. Seller shall have the right to assign this Agreement as collateral for financing or refinancing of the System, and Purchaser hereby consents to the collateral assignment by Seller to any Financing Party of Seller's right, title, and interest in and to this Agreement.

11.1.2 Financing Party's Rights Following Default. Notwithstanding any contrary term of this Agreement:

(a) Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

(b) Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty, or obligation required of Seller hereunder or cause to be cured any default or event of default of Seller in the time and manner provided by the terms of this Agreement. Nothing herein requires Financing Party to cure any default of Seller unless Financing Party has succeeded to Seller's interests, or to perform any act, duty, or obligation of Seller, but Purchaser hereby gives Financing Party the option to do so.

(c) Upon the exercise of remedies under its security interest in the System, including any sale thereof by Financing Party, whether by judicial proceeding or under any power of sale, or any conveyance from Seller to Financing Party, Financing Party shall give notice to Purchaser of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a Seller Event of Default.

11.1.3 Continuation Following Cure. If Financing Party or its assignee acquires title to or control of Seller's assets and cures all defaults existing as of the date of such change in title or control within the time allowed by Section 11.1.3, then this Agreement shall continue in full force and effect.

12. NOTICES. Any notice required, permitted, or contemplated hereunder shall be in writing and addressed to the Party to be notified at the address set forth below or at such other address or addresses as a Party may designate for itself from time to time by notice hereunder. Such notices may be sent by personal delivery, recognized overnight courier or by electronic means with acknowledgement of receipt, and shall be deemed effective upon receipt.

To Seller: Renewable Energy Partners, Inc.
1200 Plymouth Avenue North
Minneapolis, MN 55411
Attention: Jamez Staples
Email: jstaples@renewableenergypartners.com

To Purchaser: Minneapolis Public Schools
1250 West Broadway
Minneapolis, MN 55411
Attention: Tom Parent
Email: Tom.Parent@mpls.k12.mn.us

With a copy to: Kennedy & Graven, Chtd.
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
Attention: Sam Ketchum
Email: sketchum@kennedy-graven.com

13. GOVERNING LAW; VENUE.

13.1 Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota, without regard to its conflict of laws principles.

13.2 VENUE. PURCHASER AND SELLER EACH HEREBY IRREVOCABLY SUBMITS IN ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN HENNEPIN COUNTY, MINNESOTA AND WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION THAT IT MAY HAVE UNDER THE LAWS OF THE UNITED STATES OR OF ANY STATE. PURCHASER AND SELLER EACH WAIVE ANY OBJECTION THAT IT MAY HAVE (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON FORUM NON CONVENIENS) TO THE LOCATION OF THE COURT IN WHICH ANY PROCEEDING IS COMMENCED.

14. INDEMNIFICATION

14.1 Seller's Indemnity to Purchaser. Seller shall indemnify, defend, and hold harmless Purchaser and Purchaser's subsidiaries, directors, officers, members, shareholders, employees and agents (collectively, "Purchaser Indemnified Parties") from and against any and all third-party claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred by Purchaser Indemnified Parties arising from or relating to (i) Seller's breach of this Agreement, or (ii) Seller's negligence or willful misconduct. Seller's indemnification obligations under this Section 14.1 shall not extend to any claim to the extent such claim is due to the gross negligence, sole negligence, or willful misconduct of Purchaser or any Purchaser Indemnified Party.

14.2 Purchaser's Indemnity to Seller. Purchaser shall indemnify, defend, and hold harmless Seller and Seller's subsidiaries, directors, officers, members, shareholders, employees and agents (collectively, "Seller Indemnified Parties") from and against any and all third-party claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred by Seller Indemnified Parties arising from or relating to (i) Purchaser's breach of this Agreement, or (ii) Purchaser's negligence or willful misconduct. Purchaser's indemnification obligations under this Section 14.2 shall not extend to any claim to the extent such claim is due to the gross negligence, sole negligence, or willful misconduct of Seller or any Seller Indemnified Party.

14.3 Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which Purchaser or Seller is entitled under Minnesota law.

15. INSURANCE

15.1 Insurance Required. Seller shall maintain in full force and effect throughout the Contract Term, with insurers of recognized responsibility authorized to do business in the State in which the System will be located, insurance coverage in the amounts and types set forth on Exhibit B. Each policy of insurance maintained by Seller shall (a) name Purchaser as loss payee (to the extent covering risk of loss or damage to the Premises or the System) and as an additional named insured as its interests may appear to the extent covering any other risk; and (b) contain endorsements providing that such policy shall not be cancelled or amended with respect to the named insured and its designees without thirty (30) days' prior written notice to Purchaser. Seller shall, within ten (10) days of written request therefor, furnish current certificates of insurance to Purchaser evidencing the insurance required hereunder.

15.2 Waiver of Subrogation. Each policy of insurance required hereunder shall provide for a waiver of subrogation rights against Purchaser, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of that policy.

15.3 No Waiver of Obligations. The provisions of this Agreement shall not be construed in a manner so as to relieve any insurer of its obligations to pay any insurance proceeds in accordance with the terms and conditions of valid and collectable insurance policies. The liabilities of the Parties to one another shall not be limited by insurance.

16. TRADE SECRET INFORMATION AND DATA PRACTICES COMPLIANCE

16.1 The Parties agree that certain information contained in this Agreement shall be designated and treated as trade secret information for purposes of the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, and similar state and federal laws governing access to government data and information. Data provided, produced, or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act. A Party will immediately report to the other Party any requests from third parties for information relating to this Agreement and agree to promptly respond to inquiries concerning data requests.

17. MISCELLANEOUS.

17.1 Assignments. Neither Party shall have the right to assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. The foregoing notwithstanding, Seller may assign any of its rights, duties, or obligations under this Agreement, without the consent of Purchaser, (i) to any of its Affiliates, (ii) to any third party in connection with a financing transaction, or (iii) to any purchaser of the System. This agreement shall be binding on and inure to the benefit of a Party's successors and permitted assignees.

17.2 Entire Agreement. This Agreement represents the full and complete agreement between the Parties hereto with respect to the sale of energy by Seller to Purchaser at the Premises.

17.3 Amendments. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Purchaser.

17.4 No Partnership or Joint Venture. Seller and Seller's agents, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Purchaser. This Agreement shall not impart any rights enforceable by any third party other than a permitted successor or assignee that is bound to this Agreement.

17.5 Headings; Exhibits. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement. Any Exhibits referenced within and attached to this Agreement, including any attachments to the Exhibits, shall be a part of this Agreement and are incorporated by reference herein.

17.6 Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein. Any such waiver must be in writing and executed by the Party making such waiver.

17.7 Severability. If any part, term, or provisions of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Agreement and shall not render this Agreement unenforceable as a whole. Instead, the part of the Agreement found to be invalid, unenforceable, or illegal shall be amended, modified, or interpreted to the extent possible to most closely achieve the intent of the Parties and in the manner closest to the stricken provision.

17.8 No Public Utility. Nothing contained in this Agreement shall be construed as an intent by Seller to dedicate the System to public use or subject itself to regulation as a “public utility” as such term may be defined under any applicable law.

17.9 Service Contract. The Parties acknowledge and agree that, for accounting and tax purposes, this Agreement is not and shall not be construed as a capital lease and shall be deemed to be a service contract for the sale to Purchaser of energy produced at a renewable energy facility.

17.10 Publicity. The Parties agree that each may, from time to time, publicize its role with regard to the System and shall cooperate with each other in connection with the issuance of such publicity, including but not limited to display photographs of the System, advertising and press releases, promotional materials, communications and media related to the System. Neither party shall issue such publicity without the prior written approval of the other party, not to be unreasonably withheld. A party seeking such approval must provide the proposed publicity materials to the other party at least ten (10) days in advance of the intended release. The receiving party shall have the right to approve or reject the proposed materials. If the receiving party does not provide written approval within the ten day review period, the publicity shall be deemed approved, and the requesting party shall have the right to publish or release them. The Parties agree to refrain from any publicity that could reasonably be understood as reflecting negatively on the other Party. The parties agree that information required by federal, state, or local authorities, or the Utility, for legal and compliance purposes is not subject to these publicity requirements.

17.11 Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or portable document format (“.PDF”) signatures shall have the same effect as original signatures, and each Party consents to be bound a facsimile or photocopy of this Agreement, duly executed between the Parties.

17.12 Further Assurances.

17.12.1 Additional Documents. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments, and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this Section.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Power Purchase Agreement to be duly executed and delivered as of the Effective Date.

SELLER

Renewable Energy Partners, Inc.



By:

Name: Jamez Staples

Title: Chief Executive Officer

Date: December 22, 2025

PURCHASER

**Minneapolis Public Schools
Special School District No. 1**

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

DEFINITIONS

Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; (d) the words “include,” “includes” and “including” mean include, includes and including “without limitation;” and (e) the word “person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement. The following definitions shall apply to this Agreement:

“Affiliate” means, with respect to any person or entity, any other person or entity controlling, controlled by or under common control with such first person or entity. For purposes of this definition and this Agreement, the term “control” (and correlative terms) means the right and power, directly or indirectly through one or more intermediaries, to direct or cause the direction of substantially all of the management and policies of a person or entity through ownership of voting securities or by contract, including, but not limited to, the right to fifty percent (50%) or more of the capital or profits of a partnership or, alternatively, ownership of fifty percent (50%) or more of the voting stock of a corporation.

“Agreement” has the meaning set forth in the Preamble.

“Annual Paid Energy” has the meaning set forth in Section 4.1.1.

“Annual Production Estimate” means, for any Contract Year, the applicable amount set forth on Exhibit D.

“BESS” means the Battery Energy Storage System that is part of the System.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

“Commercial Operation Date” means the date when the System is “placed in service” for purposes of Section 48 of the Internal Revenue Code.

“Confidential Information” has the meaning set forth in Section 16.1.

“Contract Term” has the meaning set forth in Section 2.2.

“Contract Year” means the twelve (12) month period commencing on the Commercial Operation Date, and each consecutive twelve (12) month period thereafter during the Delivery Term.

“Delivery Point” means the point of interconnection between the System and the Premises’ internal electrical system.

“Delivery Term” has the meaning set forth in Section 2.2.

“Effective Date” has the meaning set forth in the Preamble.

“Energy” means electrical energy that is generated by the System, expressed in kWh.

“Energy Price” means, for any Contract Year, the applicable amount set forth on Exhibit C.

“Environmental Attributes” means any and all attributes of an environmental or other nature that are created or otherwise arise from the System’s generation of energy using renewable fuel (in contrast to the generation of electricity using nuclear or fossil fuels or resources), including, but not limited to tags, certificates, credits or similar benefits or rights associated with a “green” or “renewable” electric generation resource, such as granted under Minnesota Statutes, section 216B.1691, subdivision 4. Environmental Attributes include all credits, allowances, offsets and similar rights issued, recognized, created or otherwise arising from the System, energy, or the delivery of the net energy to the Utility, which can be used to claim responsibility for, ownership of, any avoidance or reduction of emissions or pollutants, including, but not limited to, mercury, nitrogen oxide, sulfur dioxide, carbon dioxide, carbon monoxide, particulate matter or similar pollutants or contaminants of air, water or soil, under any governmental, regulatory or voluntary program, including the United Nations Framework Convention on Climate Change and related Kyoto Protocol or other program. Environmental Attributes do not include (i) any energy, capacity, reliability, or other power attributes, (ii) Environmental Incentives, (iii) Tax Attributes or (iv) emission reduction credits encumbered or used for compliance with local, state, or federal operating and/or air quality permits.

“Environmental Incentives” means any and all credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, electric generation capacity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from Purchaser’s Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

“Fair Market Value” means, in Seller’s reasonable determination, the amount that would be paid for the System in an arm’s length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis and shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, taking into

account the present value of all associated future income streams expected to arise from the operation of the System for the remaining useful life of the System, including but not limited to the expected price of electricity, Environmental Attributes, Environmental Incentives and Tax Attributes and factoring in future avoided costs and expenses associated with the System and assuming the System is able to generate revenue for the then-remaining term of the Agreement at a price equal to the then-applicable Energy Price and thereafter for the remaining useful life of the System at a price equal to the then fair market price for energy. Seller shall determine Fair Market Value within thirty (30) days after Purchaser has exercised its option to Purchase the System. Seller shall give written notice to Purchaser of such determination, along with a full explanation of the calculation of Fair Market Value, including an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If Purchaser reasonably objects to Seller's determination of Fair Market Value within ninety (90) days after Seller has provided written notice of such determination, the Parties shall select a mutually acceptable nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Except as may be otherwise agreed by the Parties, the independent appraiser shall not be a director, officer, or an employee of, or directly or indirectly retained as consultant or adviser to, either of the parties or any affiliates. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Upon purchase of the System, Purchaser shall assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder, except as may be identified in this Agreement.

"Excess Energy" means any Energy produced by the System which is in excess of the electrical energy needs of the Purchaser.

"Financing Party" has the meaning set forth in Section 11.1.

"Force Majeure" means any act or event that delays or prevents a Party from timely performing obligations under this Agreement or from complying with conditions required under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by, and is beyond the reasonable control of and without the fault or negligence of, the Party relying thereon as justification for such delay, nonperformance, or noncompliance, which includes an act of God or the elements, site conditions, extreme or severe weather conditions, explosion, fire, epidemic, landslide, mudslide, sabotage, terrorism, lightning, earthquake, flood, volcanic eruption or similar cataclysmic event, an act of public enemy, war, blockade, civil insurrection, riot, civil disturbance, or strike or other labor difficulty caused or suffered by a Party or any third party beyond the reasonable control of such Party. However, financial cost alone or as the principal factor shall not constitute grounds for a claim of Force Majeure.

“Governmental Authorities” means any national, state, regional, municipal or local government, any political subdivision thereof, or any governmental, quasi-governmental, regulatory, judicial or administrative agency, authority, commission, board or similar entity having jurisdiction over the System or its operations, the Premises or otherwise over any Party.

“Independent Appraiser” has the meaning set forth in Section 5.2.

“Interest Rate” means an annual rate equal to the lesser of (a) twelve (12) percent and (b) the highest interest rate permitted by applicable law.

“kWh” means kilowatt-hours.

“Lost Revenue” means an amount equal to the sum of (i) payments that Purchaser would have made to Seller for Energy that would have been produced by the System during any disconnection, removal or Outage; (ii) revenues that Seller would have received with respect to that System under any rebate program and any other assistance program with respect to Energy that would have been produced during such Outage; and (iii) lost or recaptured Tax Attributes, Environmental Attributes and Environmental Incentives of Seller (or, if Seller is a pass-through entity for tax purposes, Seller’s owners).

“Net Metering Rules” means the rules established pursuant Minn. Stat. § 216B.164.

“Notice to Proceed Date” means the date on which physical work of a significant nature relating to the installation of the System on the Premises commences.

“Outage” means any Outage or Unscheduled Outage.

“Party” and “Parties” have the meanings set forth in the Preamble.

“Person” means any individual, corporation (including any non-stock or non-profit corporation), limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or governmental body.

“PPA Damages” has the meaning set forth in Section 10.4.

“Premises” has the meaning set forth in the Preamble.

“Payment Amount” has the meaning set forth in Section 4.1.

“Prudent Operating Practice” means the practices, methods, and standards of professional care, skill, and diligence engaged in or approved by a significant portion of the electric power industry for solar energy facilities of similar size, type, and design as the System that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with applicable law, reliability, safety, environmental protection, applicable codes, and standards of economy and expedition.

“Purchase Option” has the meaning set forth in Section 5.1.

“Purchase Price” has the meaning set forth in Section 5.2.

“Purchaser” has the meaning set forth in the Preamble.

“Purchaser Event of Default” has the meaning set forth in Section 10.3.

“Purchaser Indemnified Parties” has the meaning set forth in Section 14.1.

“Seller” has the meaning set forth in the Preamble.

“Seller Event of Default” has the meaning set forth in Section 10.1.

“Seller Indemnified Parties” has the meaning set forth in Section 14.2.

“System” means the solar energy generating system and BESS as described in Exhibit B of the System Site Lease Agreements.

“System Site Lease Agreements” has the meaning set forth in the Preamble.

“Tax Attributes” means any and all (a) depreciation benefits, (b) investment tax credits (including the Federal Investment Tax Credit under Section 48 of the U.S. Internal Revenue Code (26 U.S. Code Section 48)), (c) production tax credits (including the Federal Production Tax Credit under Section 45 of the U.S. Internal Revenue Code (26 U.S. Code Section 45)) and (d) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

“Transfer Date” has the meaning set forth in Section 5.3.

“Utility” means the Purchaser’s electrical utility company.

EXHIBIT B

INSURANCE REQUIREMENTS

Seller shall obtain and maintain the comprehensive general liability insurance policies required in the System Site Lease Agreements. Purchaser shall be named as an additional insured under this liability insurance. Seller may satisfy the insurance requirements contained in this Agreement through any combination of primary and/or excess coverage.

EXHIBIT C

ENERGY PRICE AND ANNUAL PRODUCTION ESTIMATE

Minneapolis Public Schools: Nutrition Center and M & O-25-Year Rate Schedule

Production	Utility rate	Utility cost	PPA rate	PPA cost	Cumulative Savings
941,640kWh	.1450	\$136,538	.1100	\$103,580	\$32,958
937,873	.1510	140,775	.1128	105,792	
934,122	.1553	145,069	.1156	107,985	
930,385	.1608	149,606	.1185	110,251	
926,664	.1664	154,197	.1214	112,497	186,080
922,957	.1722	158,933	.1245	114,908	
919,265	.1782	163,813	.1276	117,298	
915,588	.1845	168,926	.1308	119,759	
911,926	.1909	174,087	.1340	122,198	
908,278	.1976	179,476	.1374	124,797	432,355
904,645	.2045	185,000	.1408	127,374	
901,027	.2117	190,747	.1443	130,018	
897,422	.2191	196,625	.1479	132,729	
893,833	.2268	202,532	.1516	135,505	
890,257	.2347	208,943	.1554	138,346	752,230
886,696	.2429	215,378	.1593	141,251	
883,150	.2514	222,024	.1633	144,218	
879,617	.2602	228,876	.1674	147,248	
876,099	.2693	235,933	.1716	150,339	
872,594	.2788	243,279	.1759	153,489	1,161,175
869,104	.2885	250,737	.1802	156,613	

865.627	.2986	258,476	.1848	159,968
862,165	.3091	266,495	.1894	163,294
858,716	.3199	274,703	.1941	166,677
855,281	.3311	283,184	.1990	170,201
TOTALS;		\$5,034,352		\$3,356,335
				\$1,678,017
				33.33% total savings

Notes and disclaimer: For the Production listed, the rate schedule uses an annual degradation factor of 0.4%. For the Utility Rates listed, the rate schedule uses an annual escalation assumption of 3.5. For the PPA Rate listed, the rate schedule uses an annual escalation rate of 2.5%. The rates, costs, and savings in this Exhibit C are estimates only and may decrease or increase based on a variety of factors, including the operation of the System, regulatory changes, and market conditions. Any publicity related to these estimates is subject to the requirements of Section 17.10 of this Agreement.

EXHIBIT D

Operation and Maintenance Plan

1. Annual Preventive Maintenance Inspection and Report

I. Mechanical & Continuity

Maintenance services shall include:

a. PV MODULES

- Inspect for signs of damage, delamination, soiling, performance issues.
- Check for presence of shading.
- Spot check torque values of module mounting hardware.
- Check DC wire for insulation damage and wear.
- Spot check torque of home run connectors.
- Verify ground continuity between each string and ground.
- Perform IR image scans, look for hotspots, and note locations within the array for at least 2% of the modules.

b. MOUNTING SYSTEM

- Inspect hardware for damage and wear.
- Visually confirm that ballasts are not missing from array.
- Visually inspect and roof penetrations for water pooling or damage. Verify roof drains are clean and accessible.

c. DC COMBINER / DISCONNECT

- Visually inspect exterior for signs of wear and damage.
- Verify all gaskets and entry points are protected from water and insects/pests
- Visually inspect interior for damage, discoloration or corrosion of all components.
- Confirm ground continuity of entire enclosure including door or entry point.
- Verify string labeling is intact.
- Verify spare fuses are available.
- Cycle disconnect and verify proper operation and contact. Perform IR scan and document any potential issues.

d. DC RACEWAY / STRINGING

- Visually inspect for signs of damage or wear.

- Verify all wires are properly supported and elevated at a height per the stamped design set.
 - Confirm ground continuity of all potentially energized sections.
 - Visually check wire for insulation damage or wear.
- e. INVERTER
- Conduct all preventative maintenance in OEM manuals.
 - Visually inspect for signs of damage or wear.
 - Visually inspect anchoring and/or concrete pad.
 - Check for capacitor damage and leaks.
 - Check torque marks and re-tighten to specification when necessary.
 - Perform IR scan and document any potential issues.
- f. AC RACEWAYS
- Visually inspect for signs of damage or wear.
 - Verify all conduits are properly supported and elevated at a height per the stamped design set.
 - Confirm ground continuity of all potentially energized sections.
- g. AC COMBINER / DISCONNECT
- Visually inspect exterior for signs of wear and damage.
 - Verify all gaskets and entry points are protected from water and insects/pest infestation.
 - Visually inspect interior for damage, discoloration or corrosion of all components.
 - Confirm ground continuity of entire enclosure including door or entry point.
 - Verify string labeling is intact.
 - Verify spare fuses are available.
 - Cycle breakers/disconnects and verify proper operation and contact.
 - Perform IR scan and document any potential issues.
- h. MEDIUM VOLTAGE EQUIPMENT & TRANSFORMER
- Conduct all preventative maintenance in OEM manuals.
 - Visual and audible inspection for damage, unusual sounds, and discoloration.
 - Visually inspect anchor points and concrete pad for integrity and erosion.
 - Visually inspect for any signs of oil leakage.

- Verify all gaskets and entry points are protected from water and insects/pest infestation.
 - Visually inspect interior for damage, discoloration or corrosion of all components.
 - Cycle breakers/disconnects and verify proper operation and contact.
 - Check torque marks and re-tighten to specification when necessary.
- Perform IR scan and document any potential issues.
- Analyze oil samples for proper consistency.
 - Verify proper pressure.

II. Performance Measurements

Performance inspection/maintenance shall include:

- a. INVERTER and/or DC COMBINER
 - Earth/ground resistance testing.
 - Insulation resistance, open circuit voltage, short circuit current testing using a Seaward (or equivalent) meter.
 - Open circuit voltage testing (not required if performed using Seaward)
 - IV curve tracing for at least 10% of strings, alternating every visit.
 - DC voltage measurements of each string with inverter operational.
 - DC current measurements of each string with inverter operational.
 - AC current measurements of each phase with inverter operational

III. Facilities Inspection

Facilities inspection/maintenance shall include:

- Verify perimeter fencing, signage, gate, and lock integrity.
- Verify access roads are maintained and functional.
- Verify site is clean, orderly and free of debris.
- Note any vegetation issues.
- Verify lighting is functional.
- Note any intrusion of animals/insects.
- Verify site drainage controls and storm water waste manage controls.
- Document any erosion issues.
- Maintain all security system components and verify proper functionality.

Annual scheduled maintenance will be conducted during Owner's normal business hours and scheduled in advance by the Owner with written notice to the Contractor no less than five (5) days prior to any such visit. There will be a minimum of one (1) maintenance visit to each site in the portfolio every twelve (12) month period during the Term of this Agreement.

Within ten (10) business days after completing all such service, Contractor shall notify Owner of the work performed by providing an Annual PM Service Report with the following subsections included:

- Operations
- Environmental or site disturbances
- Maintenance and inspection reporting
- Recommended maintenance
- Dispatches broken down by quarter
- Photos- all photos requested in previous sections

2. Daily Services

Respond to all notices from the Owner for a maintenance request. If the notice specifies that immediate action is required to address imminent physical harm to people or property, Contractor shall provide such service as promptly as possible, with or without Owner's prior consent. The fees and costs of all maintenance requests shall be provided to the owner as a cost estimate, and must be authorized by the Owner prior to beginning any site work.

3. Emergency Services

In the event that any of the following situations occur (an "Emergency"), Contractor shall respond in accordance with the following response times:

Emergency: Any event occurring at any Site that poses an immediate risk of serious personal injury to persons or material physical damage to the project and requiring immediate remedial action.

Response Time: Within 8 hours

High Priority: Any loss of power to major equipment (inverters, transformers, switchgear) or communication loss which causes and may cause the status of the plant to become unknown.

Response Time: Within 24 hours

Medium Priority: Any loss of power to minor equipment (combiner box/string inverter) or communication loss that does not cause the status of the plant to become unknown.

Response Time: Between 24 - 48 hours

Low Priority: Any loss of power to a source circuit or communication loss to

non-critical resources (for example, weather station, etc.)

Response Time: Between 24 -72 hours

4. Additional Services

a. Module Washing (per 2(a)(iii) above):

A full cleaning of Owner's solar modules with de-ionized water, providing a smudge-free cleaning that increases production over traditional cleaning methods. Cleaning is done with a specially designed water-fed soft bristle brush that reduces water usage to under 18 ounces per module. Upon request, Contractor can provide Owner with before- and after-photos to document results of cleaning.

b. Vegetation Management (per 2(a)(iv) above):

A full site mowing (if necessary) including up to a 30-foot perimeter around the solar array. Contractor will also clear vegetation underneath the racking and between the rows of each array.

5. Service Reports

Following each service visit, Contractor will provide a summary report of test results, a complimentary "layman's interpretation" of test results, recommendations for performance improvement, relevant observations, and photographs of any equipment which displays signs of damage, disrepair, extreme weathering, rust or in need of repair, attention or further maintenance. At Owner's request, Contractor shall include photographs and serial numbers of meters, weather equipment, and the DAS. The Contractor shall provide a draft Summary Report Template prior to the first site visit. The Summary Report Template shall be approved by the Owner prior to use, and shall be used every time a maintenance visit is conducted.

Annual Preventative Maintenance visits will require a more detailed report with all subsections detailed in Section 1. At Owner's request, Contractor will be available via conference call to debrief the Owner about all issues found during the Annual Service Visit.

6. Other Exclusions

In addition to certain exclusions set forth above, the Scope of Services specifically excludes the following:

- a. Monitoring of DAS and equipment onsite. The Owner will be in charge of monitoring the sites and dispatching the Contractor when required.

- b. Parts or equipment that are not required to be installed by Contractor and/or its Subcontractors.

In the event a manufacturer is not able or willing to honor its product warranty to Owner, the Scope of Services shall not include any material replacement costs of manufacturer's components, unless such manufacturer refuses to honor its product warranty as a direct result of Contractor's sole negligence or misconduct.

Request for Board Action (RBA)

Memo



Item Overview

Name:	Policy 7010 Environmental Health & Safety Annual Update 25/26
Type:	Annual Update ▾
Meeting Date:	01/13/2026
File Number:	2026-0016
Requesting Staff:	Tom Parent, Senior Operations Officer ▾

Background and Pertinent Facts

Policy 7010 Environmental Health & Safety is established to provide a safe and healthy learning and work environment; to increase safety awareness, to help prevent accidents and injuries; to reduce risk of liability; and to comply with health and safety, environmental and occupational health laws, rules, and regulations for the benefit of its students, staff, visitors, and contractors. Programs established under Policy 7010 include accident and injury reduction, environmental conditions, hazardous materials, systems safety, and communications

EH&S funding is submitted and approved by the Board of Education as part of the Long-Term Facilities Maintenance Ten-year plan. Under existing programs, reports are maintained for accident & injury reduction, fire & life safety, playgrounds, indoor air quality, lead in water, radon, radio frequency, asbestos, science laboratories, Career & Technology Education classrooms, theatrical rigging systems and bleachers. Reports are available through the Environmental Health & Safety website or by contacting EH&S.

Request for Board Action (RBA)

Memo



Recommendation

The Board of Education accepts the plans and procedures that have been established to protect employees, students, volunteers, and visitors while on district property and grounds.

Attachments and Relevant Links

Written plans and reports are available for review [Environmental Health & Safety - Minneapolis Public School District \(mpschoools.org\)](#) & [Environmental Health & Safety \(sharepoint.com\)](#) or by contacting the Environmental Health & Safety (EH&S) Division (ehs@mpls.k12.mn.us).

Request for Board Action (RBA)

Memo



Item Overview

Name:	2026 Legislative Agenda
Type:	Resolution ▾
Meeting Date:	1/13/2026
File Number:	2026-0012
Requesting Staff:	Ryan Strack, Senior Executive Officer ▾

Background and Pertinent Facts

1. The state's underfunding of key programs such as English Learner and Special Education services impacts all students.
2. The 2026 Legislative session is considered a policy and bonding session but budget bills often are considered even though the state has met its constitutional requirement to have a balanced two-year budget.
3. The 2025 Legislature partially balanced the state budget by cutting \$250 million from districts' special education funding beginning in fiscal year 2028. This must be rescinded.
4. The Governor and Legislature must address school safety concerns by banning assault weapons and large capacity magazines, requiring safe gun storage, increasing school safety revenue and investing in school-linked mental health programs.
5. Special education tuition billing from charter schools, intermediate school districts and schools in which students open enroll disproportionately impact Minneapolis Public Schools. The Legislature must revisit antiquated laws that require resident school districts to pay a portion of special education costs even though the districts receive no revenue for the students.

RBA: 2026-0012

Page 1 of 2

Request for Board Action (RBA)

Memo



Recommendation

Approve the legislative agenda as presented.

Attachments and Relevant Links

1. Resolution 2026-0012
2. 2026 Legislative Agenda (2026-0012A)
3. [December 9, 2025 presentation on the proposed 2026 legislative agenda](#)

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



MINNEAPOLIS
PUBLIC SCHOOLS

Resolution: 2026-0012

January 13, 2026

Resolution Approving the 2026 Legislative Agenda

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

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby adopts the 2026 Legislative Agenda (2026-0012A) and directs staff to pursue law changes that align with these priorities.

ADOPTED this 13th day of January 2026.

Collin Beachy, Chair

Lori Norvell, Clerk

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



MINNEAPOLIS
PUBLIC SCHOOLS

Resolution: 2026-0012

January 13, 2026

RECORD OF BOARD VOTE

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



MINNEAPOLIS
PUBLIC SCHOOLS

2026 Legislative Agenda

I. Ensure Stable, Predictable Funding

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

II. Update Special Education Policy

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

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

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

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



MINNEAPOLIS
PUBLIC SCHOOLS

Resolution: 2026-0013

January 13, 2026

Resolution on Fiscal Year 2026-2027 Budget Values and Priorities

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

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

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

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

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

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

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



MINNEAPOLIS
PUBLIC SCHOOLS

Resolution: 2026-0013

January 13, 2026

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

ADOPTED this 13th day of January 2026.

Collin Beachy, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE

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

Request for Board Action (RBA)

Memo



Item Overview

Name:	Approval of the 2026-2027 Non-Represented Employees Compensation Plan
Type:	Employee Compensation and Benefits Plan
Meeting Date:	1/13/2026
File Number:	2026-0015
Requesting Staff:	Alicia Miller, Senior Human Resources Officer ▾

Background and Pertinent Facts

1. Board Policy 2405, Employee Compensation, relates to general principles and policies for employee compensation.
2. Certain employees are not covered by a collective bargaining agreement (“Non-Represented Employees”) and Board Policy 2405 Section 2.B. gives the Superintendent the authority to propose changes to the non-represented compensation plan as needed for approval by the Board.
3. The recommended plan proposes to add one position (Executive Director, Culinary & Wellness Services) that is being offset by a corresponding elimination of a director position that is currently part of a bargaining unit.
4. The recommended plan proposes to modify the title of one position (‘Executive Director, Transportation & Fleet Services’ to ‘Executive Director, Transportation’) to accurately reflect the position’s role and responsibility.
5. The recommended plan makes non-substantive language updates to remove outdated information.
6. The term of the new plan shall be January 1, 2026 to December 31, 2027.

RBA: 2026-0015

Page 1 of 2

Request for Board Action (RBA)

Memo



-
7. There are no recommended changes to salary ranges of positions and non-represented employees will not be receiving salary increases for the 2026-2027 fiscal year, except for the three positions in the plan that follow a salary schedule.

Recommendation

Approve the resolution and accompanying plan.

Attachments and Relevant Links

1. Resolution 2026-0015
2. Non-Represented Employee Compensation & Benefits Plan (2026-0015A)
3. [2025-2026 Non-Represented Employee Compensation & Benefits Plan](#) (current plan for reference, which shall be void upon updated plan adoption)

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



MINNEAPOLIS
PUBLIC SCHOOLS

Resolution: 2026-0015

January 13, 2026

**Resolution Regarding Approval of the 2026-2027 Non-Represented Employee
Compensation Plan (2026-0015)**

WHEREAS, Board Policy 2405, Employee Compensation, relates to general principles and policies for employee compensation; and

WHEREAS, certain employees are not covered by a collective bargaining agreement (“Non-Represented Employees”) and Board Policy 2405 Section 2.B. gives the Superintendent the authority to propose changes to the non-represented compensation plan as needed for approval by the Board; and

WHEREAS, this plan shall replace all prior versions.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby approves the recommended 2026-2027 Non-Represented Employee Compensation Plan, labeled as 2026-0015A.

ADOPTED this 13th day of January 2026.

Collin Beachy, Chair

Lori Norvell, Clerk

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



Resolution: 2026-0015
January 13, 2026

MINNEAPOLIS
PUBLIC SCHOOLS

RECORD OF BOARD VOTE

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



Non-Represented Employee Compensation & Benefits Plan

January 1, 2026 - December 31, 2027

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Introduction

This Compensation and Benefits Plan ("Plan") establishes the compensation and benefits for employees of Special School District No. 1, Minneapolis Public Schools ("District"), who are in positions in the District's Non-Represented Group ("employees") and are not otherwise covered by a collective bargaining agreement. This Plan, approved by the District's Board of Education, provides coverage from January 1, 2026, through December 31, 2027.

Note: Participation in this Plan does not create an employment contract and shall not affect the right of the District to discharge, transfer, reassign, or otherwise change the position of an employee for any reason. Participation in the Plan does not imply or guarantee continued employment, and employment may be terminated at any time, subject to the 45-day notice provision outlined on page 6.

Compensation Philosophy

Minneapolis Public Schools is committed to fostering academic excellence, advancing equity, and building strong community partnerships to ensure every student succeeds. Central to this mission is the recognition that student learning and achievement are at the core of all we do. High standards and expectations for all employees are essential to delivering on our promise of equitable, high-quality education for every student. We recognize that effective, dedicated staff are vital to this effort, and we are committed to recruiting, supporting, and retaining a high-quality workforce. This includes ensuring that employees are appropriately recognized and rewarded for their contributions. To sustain this commitment and support the District's priorities, employee compensation must be externally competitive and internally equitable, while remaining fiscally responsible.

To ensure that our resources are used efficiently and effectively, we support a compensation system that is equitable, competitive and fiscally responsible.

Equitable

- Starting salaries for new employees should reflect their skills and experience, while also aligning with the compensation of current employees in the same job classification.

- Internal equity requires that employees performing comparable work are compensated fairly, taking into account factors such as role, discipline, responsibilities, and individual effectiveness.

Competitive

- To support the District's strategic plan, Minneapolis Public Schools is committed to maintaining a compensation program that attracts, retains, and rewards a highly qualified and diverse workforce. We strive to remain competitive in the job market by offering salaries and benefits that align with comparable positions in the market(s) for which we compete to attract and retain talent.
- In order to continue attracting and retaining highly skilled and effective employees, we must provide opportunities for career development and salary advancement.

Fiscally Responsible

- Meeting the needs of our students requires both dedicated staff and adequate financial resources. As such, Minneapolis Public Schools must take into account market conditions, the District's fiscal health, and the core values of the Board of Education when determining employee compensation.
- We strive to provide employees with a competitive total compensation package. That includes salary and benefits fiscally responsible for the school district and in compliance with all applicable rules and laws, incorporating market variations, relevant labor markets, pay and benefits. We are committed to offering employees a competitive total compensation package—encompassing salary and benefits—that is fiscally responsible, legally compliant, and reflective of current market trends and relevant labor markets.

Compensation Plan

Salary Grades and Ranges

The District has established a pay structure for non-represented classifications based upon pay grades with corresponding salary ranges. These pay grades reflect the varying levels of responsibility and complexity associated with the different non-represented positions within the District. Each pay grade has a corresponding salary range that is identified by a minimum, midpoint, maximum salary rate. The District determines its

comparison groups, or designated labor markets, based upon the market(s) in which it competes to attract and retain talent.

Minneapolis Public Schools will regularly review and evaluate its total compensation program to ensure it remains competitive, equitable, and aligned with the District's strategic priorities.

Job Descriptions

The District will regularly review and update job descriptions to ensure they accurately reflect the duties, responsibilities, and work performed in each non-represented classification.

Compensation Actions

The salary for each employee covered by this Plan shall be established and adjusted at the discretion of the Superintendent or their designee, in accordance with the District's salary setting guidelines and within the parameters approved by the Board.

Setting Hiring Rates for New Employees

In determining the starting rate of pay, consideration is given to:

1. The candidate's directly related job experience, considering both internal qualifications within the organization and relevant experience from external positions.
2. Competitive labor market rates for individuals with comparable knowledge, skills, and experience.
3. Recruitment and retention difficulty, to include the size of the qualified applicant pool and the duration of the recruitment process.
4. Consideration of internal equity through comparisons with other employees in the non-represented plan.

Salary Increases

Each year, the Senior Finance Officer and Senior Human Resources Officer will review industry compensation trends and the District's financial condition, then recommend to the Superintendent any financial parameters for salary adjustments for Plan employees. If pay enhancements are approved, they may be structured as a flat dollar amount, a

percentage increase, or another differentiated approach based on market conditions. Exceptions apply for the Director of Ombudsperson and School Board Administrator & Assistant Clerk positions; compensation for these roles will be determined separately as outlined in the applicable salary table.

Internal Equity Adjustments

An equity adjustment may be granted under unusual circumstances and is typically based on a significant internal salary disparity - such as when a long-serving employee's salary is significantly lower than that of a newly hired colleague in the same classification, or when there is noticeable salary compression between a supervisor and their direct reports.

Notice of Termination

Either the employee or the District may terminate employment for any reason by providing forty-five (45) days' written notice to the other party. If an employee resigns voluntarily, the District may, at its discretion, waive the notice period.

Performance Management

Minneapolis Public Schools values excellence in its services to students and the public. It is committed to creating and maintaining an environment that emphasizes the importance of relating work performance to its mission.

Additionally, the District believes that performance management is a vital component of the supervisor-employee relationship. For purposes of this Plan, performance management shall be defined as an ongoing process of planning, managing, and improving performance, culminating in an annual written evaluation. Employees shall be evaluated in writing at least once annually (July 1 – June 30), with the assessment usually conducted during June of the fiscal year. This process shall reflect the past year's ongoing discussions between the employee and their supervisor regarding performance expectations and achievement.

Progressive Discipline

This Plan applies to individuals occupying the highest levels of leadership within the District and are held to a heightened standard of accountability, as their actions and

decisions directly influence the public trust, internal organizational culture, and student outcomes. As such, MPS expects leaders to demonstrate exceptional judgment, integrity, and commitment to the District's mission and values by modeling professional conduct, fostering a culture of excellence, and serving as responsible stewards of District assets. Individuals subject to this Plan are expected to have developed expertise in their line of work and are responsible for planning and carrying out the duties of their respective jobs with limited supervision.

To ensure these standards are consistently met, MPS utilizes progressive discipline as a structured yet flexible framework for addressing performance or conduct concerns. The purpose of progressive discipline is not punitive, but corrective: to address and resolve concerns in a fair, transparent, and constructive manner while reinforcing the standards required of leadership roles. It ensures consistency while providing flexibility to respond proportionally to the seriousness of each situation.

The typical steps of progressive discipline may include:

1. **Notice of Concern and Expectations** – An initial written notice to make the employee aware of the concern, clarify expectations, and provide an opportunity for correction.
2. **Written Reprimand** – A formal written document outlining the specific issue, expectations for change, and a warning that further misconduct or performance concerns may lead to additional disciplinary action.
3. **Final Warning** – A more serious written notice emphasizing that failure to demonstrate immediate and sustained improvement may result in termination.
4. **Termination** – This is the final step when prior corrective actions fail to result in acceptable improvement or if conduct warrants immediate separation. If termination is deemed appropriate, and pursuant to the notice of termination clause, the District shall provide forty-five (45) days' written notice to the employee. The District may, at its sole discretion, place the employee on paid administrative leave through the notice period. In cases of voluntary resignation, the District may choose to waive the notice period.

At any point in the progressive discipline process, especially when the concern is performance-related, a Performance Improvement Plan (PIP) may be implemented. A PIP outlines specific behaviors that must change, measurable goals, timelines for improvement, and support or resources available. It serves as a structured opportunity

for the employee to correct conduct and meet expectations before further disciplinary steps are taken.

It is important to note that progressive discipline is not a lock-step or mandatory sequence. The District reserves the right to modify, accelerate, or bypass steps entirely based on the nature and severity of the conduct or performance issue. Serious violations—particularly those involving misconduct, ethical breaches, or violations of policy—may result in more immediate and significant disciplinary action, up to and including termination, without prior warnings.

When determining the appropriate level of disciplinary action, the District may take into account a range of relevant factors, including but not limited to:

- The nature and severity of the conduct or performance issue;
- Whether the behavior involved a violation of law, policy, or professional ethical standards;
- The employee’s prior performance and disciplinary history;
- The impact of the behavior on students, staff, operations, and/or public trust;
- Whether the conduct reflects a pattern or isolated incident; and
- The leader’s willingness to be honest, take accountability, and be receptive to feedback and correction.

This balanced approach ensures that MPS can respond proportionally and decisively to challenges, while maintaining fairness and providing opportunities for improvement. It affirms the District’s commitment to responsible leadership and ethical management at the highest levels.

Benefits Plan

Plan employees shall receive the following benefits:

- Health, Dental, and Vision Insurance
- Short-Term Disability Insurance
- Long-Term Disability Insurance
- Dependent care Expense Accounts
- Tax-Deferred Savings Plans
- Vacation Leave
- Sick Leave
- Holidays
- Life Insurance
- Flexible Spending Accounts
- Healthcare Savings Accounts
- Mileage Allowance

- Miscellaneous Leave
- Professional Memberships
- Retiree Insurance

Health, Dental and Vision Insurance

Health Insurance

The District shall contribute toward a portion of the premium for health insurance under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive health plan coverage. Employees may enroll in either employee only, employee plus one, or family coverage.

Dental Insurance

The District shall contribute toward a portion of the premium for dental insurance under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive dental plan coverage. Employees may enroll in employee only, employee plus one, or family coverage.

Vision Insurance

The Employee shall pay all premiums for vision insurance under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive vision plan coverage. Employees may enroll in either employee-only or family coverage.

Short-Term Disability Insurance

Short-term Disability (STD) policy is provided by the District at no cost to employees. To be considered for STD benefits, employees absent from work due to illness or injury for a period of seven (7) to sixty (60) consecutive calendar days must complete the District's STD forms, inclusive of a statement from a medical provider, and provide to the Division of Human Resources.

The determination of eligibility for STD benefits is at the sole discretion of Minneapolis Public Schools. To qualify for benefits, an employee must be deemed totally disabled.

STD provides an employee with the following payment schedule for a maximum of sixty (60) days:

- 6-30 days = 100% of base salary

- 31-60 days = 80% of base salary

Plan employees approved for STD benefits shall not accrue vacation or sick leave, nor will they be eligible for salary increases during their period of disability. These benefits shall resume upon their return to work.

For additional details, please refer to MPS' STD Summary Plan Document.

Long-Term Disability Insurance

Long-term disability (LTD) insurance coverage is provided by the District at no cost to employees. Such insurance coverage shall provide payment of two-thirds of base salary at the time the disability began after a ninety (90) day waiting period (consecutive calendar days). To be considered for LTD benefits, employees must complete the District's LTD forms, inclusive of a statement from a medical provider, and provide to the Division of Human Resources.

Additionally, approval for LTD is contingent upon meeting such other qualifications as may be required by the insurance carrier. For additional details, please refer to MPS' LTD Summary Plan Document.

Life Insurance

The District shall provide employees with basic group life insurance coverage in the amount of one hundred fifty thousand and no/100 dollars (\$150,000.00).

In addition, optional life insurance in an amount up to an additional one hundred thousand and no/100 dollars (\$100,000) may be purchased at the employees' own expense, in increments of ten thousand and no/100 dollars (\$10,000) and under such conditions specified by the carrier by paying the premium as calculated by the carrier for such additional coverage provided the carrier agrees to underwrite added coverage.

NOTE: Internal Revenue Service (IRS) regulations an employee to pay a tax on the value of the Employee Term Life Insurance in excess of \$50,000. This value is a calculation determined by IRS regulations and is automatically added to your paycheck so that you can be taxed appropriately. This is referred to by the IRS as Imputed Income.

Tax Deferred Savings Plans

The District shall make an employer matching payment to the tax-deferred savings plans. The District Payment will be made to the State of Minnesota Deferred Compensation Plan (457), the Special School District No. 1403(b) Plan, and/or other approved District sponsored tax-deferred savings plan.

NOTE: Amounts contributed by the District will be subject to IRS regulations in accordance with existing withholding elections. Under existing law, all employer and employee amounts paid to the State of Minnesota Deferred Compensation Plan (457) are subject to FICA or social security taxes. All employee contributions to the 403(b) plan are subject to FICA, but employer contributions to the 403(b) plan are not subject to FICA.

Employees are responsible for ensuring that tax-deferred payments do not exceed IRS limits. If limits are exceeded within employment in the District, the District shall stop deductions to these accounts.

Employees may enroll, change or cease their contributions at any time.

Limits on Employer Contributions

- 403(b) employer contributions are in addition to employee limits
- 457 employer contributions are included in employee limits

District Annual Match Payment

The District shall match an amount of the employees' contributions up to five (5) thousand and no/100 dollars (\$5,000.00) per fiscal year.

The District's matching contribution shall be made on a pay period basis. The District shall match only deductions that the employees defer during the match period.

Note: Employees who terminate employment with the District for any reason, whether voluntary or involuntarily, prior to the time of the match payment, will not be eligible for any further payment to the tax-deferred savings plans under this provision.

FSA, HSA, and Dependent Care Expense Accounts

Dependent Care Expense Account

An employee may designate an amount per year from earnings on which there will be no federal income tax withholding for dependent care assistance, as defined in Section 129 of the Internal Revenue Code and as amended from time to time.

Flexible Spending Account (FSA) and Health Savings Account (HSA) Accounts

An employee may designate an amount per year to be placed into the employee's accounts, as defined in Section 125 of the Internal Revenue Code and as amended from time to time. The amounts in the account may be used to reimburse the employee for uncovered medical expenses. Amounts placed in the account are not subject to federal, state and Social Security (FICA) taxes.

Vacation Leave

Accrual

Employees shall accrue up to twenty-six (26) days of vacation leave per year. Employees shall earn one day (8 hours) of vacation each of the 26 pay-periods.

Example: if the employee is paid for 80 hours that pay-period, they would also earn one day or 8 hours of vacation time.

The maximum accumulated amount at any one time is 35 days (280 hours for full-time 52-week positions). Hours earned above the maximum cap will be forfeited until vacation time is used and then new accruals shall begin until the cap is reached.

Approval and Tracking of Time

Vacation leave must be pre-approved by the employee's supervisor, with approval based on the operational needs of the District. Vacation may be taken in full days, half days, or hourly increments, but may not be used in increments smaller than one hour.

Employees are responsible for accurately tracking and recording their use of vacation leave through Employee Self Service (ESS). All leave usage must be entered within one (1) pay period of the occurrence.

Sell-back of Vacation Leave

By June 15 of the fiscal year, or another date communicated by the District, employees may sell back up to eighty (80) hours of accrued vacation leave. The District shall notify employees annually regarding the vacation sell-back process, including submission deadlines and instructions.

Payoff of Vacation Leave at Termination of Employment

At separation of employment, the District shall pay an employee's unused accrued vacation at the employee's rate of pay at time of separation.

Sick Leave

All language within this provision are effective immediately, with the exception of the front-loading of sick leave, which shall begin on September 1, 2025.

Effective September 1, 2025, employees shall receive twelve (12) days of front-loaded paid sick leave per fiscal year. With the exception of fiscal year 2026—during which sick leave front-loading will be prorated due to the mid-plan year change—sick leave shall be credited in full on July 1 of each applicable fiscal year. Employees hired after July 1 shall receive prorated sick leave front-loaded upon hire.

Sick leave may be used when an employee is unable to perform their regular duties due to their own illness or injury, or due to the illness, injury, or medical need of a qualifying Family Member. In compliance with Minnesota's Earned Sick and Safe Time (ESST) law, sick leave may also be used for:

- Absences related to domestic abuse, sexual assault, or stalking involving the employee or a Family Member (commonly referred to as "safe time");
- Closure of the employee's workplace or a Family Member's school or place of care due to weather, public emergency, or health-related reasons;
- Communicable disease exposure or quarantine as determined by a health authority.

There is no cap on the total amount of sick leave an employee may accrue or carry forward from year to year.

Sick leave may be used when an employee is unable to perform their regular duties due to personal illness or the illness or injury of a Family Member. Supervisors may request documentation to verify the need for sick leave, to the extent allowable under the law.

- For purposes of this policy, a Family Member includes any of the following:
- The employee's child (biological, adopted, foster, stepchild, or legal ward), regardless of age;
- The employee's spouse or registered domestic partner;
- The employee's parent (biological, adoptive, foster, stepparent, or legal guardian), and the parent of the employee's spouse or registered domestic partner;
- The employee's sibling (including step- and half-siblings);
- The employee's grandparent or grandchild;
- Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship;
- A member of the employee's household, regardless of legal or biological relationship.

Holidays

Non-represented employees shall receive the following twelve (12) paid holidays each year, provided they are in an active and paid status the work day before and after the holiday:

- January 1 (New Year's Day)
- Third Monday in January (Dr. Martin Luther King Jr. Day)
- Third Monday in February (Presidents' Day)
- Last Monday in May (Memorial Day)
- June 19 (Juneteenth)
- July 4 (Independence Day)
- First Monday In September (Labor Day)
- Fourth Thursday in November (Thanksgiving Day)
- Friday after Thanksgiving Day (Family Day)
- December 24 (Christmas Eve Day)
- December 25 (Christmas Day)
- December 31 (New Year's Eve Day)

Miscellaneous Leaves

Jury Duty

Employees who are required to serve as a juror shall be granted leave with pay while serving on jury duty contingent upon paying to the District any fees received minus travel allowance.

Leave Without Pay

A Plan employee may request in writing a leave of absence without pay. All such leave requests must be pre-approved by the employee's supervisor.

Miscellaneous

Mileage Allowance

Each classification listed below will be paid a monthly stipend of \$500.00 to cover daily mileage and other auto/travel expenses, including parking fees:

- Associate Superintendents

Each classification listed below will be paid a monthly stipend of \$250.00 to cover daily mileage and other auto/travel expenses, including parking fees:

- Deputy Superintendent
- Senior Operations Officer

All other non-represented classifications shall be eligible to be reimbursed for mileage at the current IRS established rate and transportation related expenses by completing a mileage and expense reimbursement form and submitting to their supervisor for approval and payment.

Professional Memberships

The District agrees to reimburse employees for fees associated with professional memberships up to \$1,000.00 per year. Such memberships must be directly related to the duties and responsibilities of the requesting employee.

Retiree Benefits

Life Insurance

Employees who retire shall be eligible to continue their current life insurance policy at their own expense at the same rate as is paid by the District for active employees.

Health Plan (for employees employed prior to 7/1/2010)

The Board of Education, effective July 1, 1994, shall contribute the same amount toward medical insurance premiums for employees who retire as it contributes toward such coverage for employees on active duty, provided the retired employee is at least fifty-five (55) years of age and has completed at least ten (10) years of service to this District, and is not able to participate in a program of medical insurance provided by another employer. Such contributions shall terminate at the earliest occurrence of (a) eighteen months after the end of the month in which the employee retires, (b) at the end of the month in which the retired employee attains age sixty-five (65), or (c) when the retired employee becomes eligible to participate in a program of medical insurance provided by another employer.

Dental Insurance (for employees employed prior to 7/1/2010)

Those employees who retire and who have served the district over ten (10) years and are currently enrolled in single and or family dental insurance, will be able to continue their coverage at active rates until the earliest occurrence of (a) eighteen months after the end of the month in which the employee retires, (b) at the end of the month in which the retired employee attains age sixty-five (65), or (c) when the retired employee becomes eligible to participate in a program of dental insurance provided by another employer.

Health Care Savings Account (for employees employed prior to 7/1/2010)

For active full-time employees in this Non-Rep Plan hired before 7/1/2010, the District will make an annual deposit of \$2,500 into each employee's Health Care Savings Plan at Minnesota State Retirement System (MSRS). Payments under this section will be prorated for part-time or partial years worked.

For members of the former CLT Plan hired before 7/1/2010, the District will continue to make an annual deposit of \$5,000 into each employee's Health Care Savings Plan at Minnesota State Retirement System (MSRS).

This plan is portable, and employees may access it at any time after separation of employment from the District.

Non-Represented Classification & Compensation Plan

	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
<u>Grade E23</u>	\$209,230	\$235,384	\$261,537
Deputy Superintendent			
<u>Grade 22</u>	\$199,267	\$224,175	\$249,083
<i>No positions in Grade 22</i>			
<u>Grade E21</u>	\$189,778	\$213,500	\$237,222
General Counsel			
Senior Academic Officer			
Senior Executive Officer			
Senior Finance Officer			
Senior Human Resources Officer			
Senior Operations Officer			
<u>Grade E20</u>	\$176,537	\$198,605	\$220,672
Associate Superintendent			
Associate Superintendent, Special Education & Student Support Services			
<u>Grade E19</u>	\$164,221	\$184,748	\$205,276
Executive Director, Academic Programs			
Executive Director, Communications & Engagement			
Executive Director, Community Education			
Executive Director, Core Academics			
Executive Director, Finance			
Executive Director, Human Resources			

	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
<u>Grade E19</u>	\$164,221	\$184,748	\$205,276
Executive Director, Information Technology Services			
Executive Director, Multi-Tiered System of Support			
Executive Director, Research & Planning			
Executive Director, Transportation			

<u>Grade E18</u>	\$149,292	\$167,953	\$186,615
Executive Director, Culinary & Wellness Services			
Executive Director, Equity & School Climate			
Executive Director, Multilingual & Magnet Programming			

Non-Represented Positions Covered by the MACA Salary Schedule

Due to the nature of their work, the following positions are designated as non-represented and included in the District’s non-represented plan. However, the District endeavors to ensure compensation is equitable and competitive by aligning it with comparable job titles within bargaining units.

Accordingly, compensation for these positions shall be administered in accordance with the salary schedule negotiated by the Minneapolis Association of Confidential Administrators (MACA). This includes automatic step increases for employees hired by February 1 of the fiscal year preceding the year in which steps are granted, as well as any cost-of-living adjustments or changes to the salary structure negotiated within the plan. The effective date for all such salary changes shall be the same as those established in the MACA agreement.

Positions included:

Director, Office of Ombudsperson	MACA Grade 79
School Board Administrator & Assistant Clerk	MACA Grade 79