REVISED Monday, July 13, 2026
Regular School Board - 6 p.m. at Dakota Ridge School

A. **Call to Order and Pledge of Allegiance**

{Moment of Silence for Jolene Deilke, a District 196 Early Childhood Special Education speech-language pathologist, who passed away on June 29.}

1. Approval of Agenda

B. **Recognition**
1. Eagan High School's Josiah Schaffhausen and Tristin Nguyen placed 2nd in Policy Debate during the National Speech and Debate competition
   - *presented by Chris McDonald, Speech and Debate Coach*
2. Apple Valley High School's top finishers at National Speech and Debate competitions: Mas'ud Hirsi - 3rd Place Duo at NCFL Nationals and 10th place at NSDA Nationals, Hanna Husen - 3rd Place Duo at NCFL Nationals, Isra Yasin - Champion in Oratory at NCFL Nationals and 5th place at NSDA Nationals, Maab Mohamed Ali - Champion in Oral Interpretation at NCFL Nationals and 6th Place at NSDA Nationals, Amelia Ugas - 3rd Place Drama at NCFL Nationals and 4th Place at NSDA Nationals.
   - *presented by Scott Voss, Speech and Debate coach*
3. Cliff Dodge, multimedia communications specialist, wins two national awards from the National School Public Relations Association
   - *presented by Janet Swiecichowski, director of Communications*

C. **Superintendent's Recognition**
1. Introduction of Bethany Van Osdel, Educator Development and Instructional Coordinator

D. **Consent**
1. Minutes of June 22, 2026, Regular School Board meeting
2. Treasurer's Report for May 2026
3. Revenues and Expenditures Report for May 2026
4. Gifts
5. Grants
6. Truth-in-Taxation Hearing
7. Appointments to the Budget Advisory Council
8. Long-Term Facilities Maintenance 10-Year Plan for 2027-2036
9. Personnel
10. Agreement for Student Teaching Experience with Educate Pathways
11. Agreement for Clinical Experience with University of St. Thomas
12. Activity Centers Audio Visual Solutions
13. Refrigerated Freight Truck
14. Continuation and Upgrade of Nutrition Services Software
15. Read 180
16. Acquisition Settlement Agreement for Permanent and Temporary Easements

E. **Reports**

1. Nutrition Services Update
   - *presented by Christopher Onyango-Robshaw, director of Finance and Operations, and Spencer Fischer, coordinator of Nutrition Services*

2. 2026 District 196 Family Survey
   - *presented by Janet Swiecichowski, director of Communications*

F. **Other Action**

1. Collective Bargaining Agreement with Nutrition Services
   - *presented by Joel Milteer, director of Human Resources*
2. Collective Bargaining Agreement with Vehicle Technicians
   - *presented by Joel Milteer, director of Human Resources*
3. Resolution for Sale of General Obligation Facilities Maintenance and School Building Bonds
   - *presented by Christopher Onyango-Robshaw, director of Finance and Operations*

G. **Board Member and Superintendent Updates**

1. School Board and Superintendent Updates

H. **Adjournment**

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Meeting Date: **07/14/2026** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Minutes of the June 22, 2026, Regular School Board Meeting**

Presenter(s): **Kristen Powell** Title(s): **Executive Assistant to the Superintendent and School Board**

Vice Chairperson Anna Williams called the regular School Board meeting to order at 6 p.m. on June 22, 2026, at Dakota Ridge School.

Present: Robin Cerio (clerk), Leah Gardner, Jackie Magnuson, Sakawdin Mohamed (treasurer), Anna Williams (vice chairperson), and Superintendent Michael Bolsoni. Absent: Cory Johnson (chairperson) and Catherine Diamond.

The School Board led the Pledge of Allegiance.

Motion by Mohamed, seconded by Magnuson, and carried 5-0, to approve the revised agenda.

Recognition
Board members recognized state track and field student-athletes, members of the Rosemount High School girls flag football team for winning the state championship, members of the Eastview High School boys volleyball team for winning the state championship, and members of the Rosemount High School boys baseball team for winning the state championship.

Superintendent Bolsoni recognized Eastview High School students Lillian Blumb, Briel Green, and Mia Noonan, recipients of 2026 Minnesota Broadcasters Association James Wychor Scholarships. He also recognized District 196 students who competed at the National Speech and Debate Association National Tournament, including Rosemount High School student Noah Sanborn, who won a national championship in Original Spoken Word Poetry. Superintendent Bolsoni noted that District 196 qualified 46 entries for the national tournament and had students from all four comprehensive high schools advance to semifinal and final rounds of competition. Director Eric Hansen introduced Ann Giardino, new principal of Dakota Hills Middle School, and Tamiko Thomas, new Area Learning Center coordinator. Director Jeremy Sorenson introduced Alyssa Schultz, new principal of Rosemount Elementary School.

Special Communication Request
Becky Hagan, parent and Eastview Community Foundation board member, presented a donation on behalf of Eastview Community Foundation grant recipients and shared information regarding grant awards supporting students and programs across the district.

A community member addressed the School Board regarding enrollment and attendance area concerns involving a family member's placement at Eagan High School and requested consideration of options that would allow a non-resident student to attend Eagan High School.

Consent Agenda
Motion by Cerio, seconded by Gardner, and carried 5-0, to approve the following consent items:

- Minutes of the June 8, 2026, Special School Board meeting;
- Minutes of the June 8, 2026, Regular School Board meeting;
- Quarterly Advertising Revenue;

- Advertising Revenue;
- Gifts;
- Quarterly Gifts;
- Grants;
- Summary of Claims for May 2026;
- Schedule of Investments for May 2026;
- Additional Services Assignment for Bond Construction Coordinator;
- Investment Instruments;
- Depositories for Investment of Funds;
- Official Depositories of Checking Accounts;
- Electronic Funds Transfers;
- Certified Census;
- Personnel;
- Employment Agreement Probationary Extension;
- Agreement for Student Teaching with Grand Canyon University;
- Community Education Substitute and Temporary Employee Wage Rates;
- Employment Agreement Additional FTE;
- FastBridge Universal Screening Assessment Platform Contract;
- Appointments to Budget Advisory Council;
- Edulog Routing Software, GPS, and Tablets;
- Termination and Non-Renewal of Probationary Teachers.

Spring FastBridge Literacy Report
Director of Elementary Education Jeremy Sorenson and Stephen Bell-Kemp, Research, Assessment, and Analytics coordinator, provided a year-end summary of FastBridge literacy screening results. The report highlighted gains in K-1 literacy proficiency, growth in the number of classrooms meeting Tier 1 proficiency benchmarks, and increased literacy proficiency in grades 2-10, all meeting the district's annual goal. They outlined plans to implement a new K-2 writing curriculum, adjust instructional minutes, expand intervention supports, continue literacy and math screening, and provide ongoing professional development.

Triple A Report
Director of Secondary Education Eric Hansen; Pete Roback, principal of Rosemount High School; Polly Reikowski, principal of Eagan High School; Bill Blatzheim, assistant principal of Apple Valley High School; and Matt Percival, assistant principal of Eastview High School, presented the annual Triple A report highlighting student participation and achievement in academics, arts, athletics, and activities. The report reviewed Advanced Placement, College in the Schools, Postsecondary Enrollment Options, Career and Technical Education, arts programming, athletics, and student activities, emphasizing opportunities that support student engagement, achievement, leadership, and belonging.

Superintendent Year-End Evaluation
Vice Chairperson Williams reported that the School Board completed the superintendent’s annual evaluation on June 15, using the Minnesota School Boards Association's Goals and Standards-based Evaluation Model. The Board said that Superintendent Bolsoni is meeting expectations and highlighted the successful passage of the capital projects levy, implementation of new assessment tools, and progress in strategic planning and Board reporting. The Board also identified opportunities to further connect data reporting to strategic plan outcomes, streamline communication with families and community members from diverse backgrounds, and expand cultural proficiency initiatives across the district. Board members expressed appreciation for Superintendent Bolsoni’s leadership and commitment to advancing the district’s strategic priorities.

2026-27 Preliminary Budget
Coordinator of Finance Danny DuChene presented the second reading of the 2026-27 preliminary budget. He reviewed projected revenues of approximately $825.4 million and expenditures of approximately $908.7 million across all funds and discussed projected fund balances and ongoing facility projects.

Motion by Mohamed, seconded by Gardner and carried 5-0, to approve the 2026-27 Preliminary Budget.

Administrative Regulation 801.5AR – Community Use of District Facilities
Director of Community Education Khia Bruse presented revisions to Administrative Regulation 801.5AR regarding community use of district facilities and reviewed the rationale for the proposed changes.

Motion by Cerio, seconded by Magnuson, and carried 5-0, to approve Administrative Regulation 801.5AR, Community Use of District Facilities.

Property and Casualty Insurance Renewal
General Counsel Adam Wattenbarger reviewed the district's annual property and casualty insurance renewal and recommended approval.

Motion by Magnuson, seconded by Cerio, and carried 5-0, to approve the Property and Casualty Insurance Renewal.

Compensation and Benefits for Non-Licensed Specialists, Non-Union Administrators, and Special Staff
Director of Human Resources Joel Milteer presented recommended compensation and benefit adjustments for non-licensed specialists, non-union administrators, and special staff employees.

Motion by Cerio, seconded by Gardner, and carried 5-0, to approve Compensation and Benefits for Non-Licensed Specialists, Non-Union Administrators, and Special Staff.

Board Member and Superintendent Updates
Superintendent Bolsoni thanked staff and families for supporting summer learning programs, including Camp Propel, Middle School Academy, and Extended Year Services. He shared an update on the Connections Program for multilingual students and reminded families that free summer meals are available for children ages 18 and younger throughout the summer.

Adjournment
Motion by Magnuson, seconded by Mohamed, and carried 5-0, to adjourn the meeting at 7:56 p.m.

_____

Cory Johnson, School Board Chairperson

_____

Robin Cerio, School Board Clerk

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Meeting Date: **07/13/2026** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Treasurer's Report for May 31, 2026**

Presenter(s): **Danny DuChene** Title(s): **Coordinator of Finance**

Background
Presented for approval is the district's treasurer's report for the month ending May 31, 2026. There are no unusual activities to make note of in this report.

Alternatives
Do not approve the treasurer's report.

Recommendation
Approve the treasurer's report for the month ending May 31, 2026.

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Treasurer's Report
For Period Ending May 31, 2026

FUND	TITLE	Beginning Balance 5/1/2026	Receipts	Disbursements	Payroll	Ending Balance 5/31/2026
General Fund						
01	General Operating	307,619,528.28	139,921,847.09	(96,148,413.49)	(19,143,772.36)	332,249,189.52
21	Special Education	(108,957,111.27)	32,210,135.60	(7,214,469.36)	(6,848,812.21)	(90,810,257.24)
31	Q Compensation	(2,788,665.73)	190,542.14	(231,782.62)	(190,261.18)	(3,020,167.39)
03	Transportation A/C	(24,746,107.88)	1,211,244.29	(1,748,234.24)	(1,169,991.10)	(26,453,088.93)
05	Capital Exp. A/C	5,686,148.94	17,857.72	(262,971.82)	-	5,441,034.84
13	LTFM	(503,910.41)	30,723.16	(335,106.46)	(24,856.62)	(833,150.33)
50	Student Activities	311,696.61	39,063.25	(44,179.96)	-	306,579.90
Special Revenue						
02	Food Service	9,241,877.94	1,248,059.17	(1,920,244.64)	(578,691.51)	7,991,000.96
04	Community Svc	7,077,146.29	2,153,258.76	(1,464,521.31)	(684,262.92)	7,081,620.82
Debt Service			-	-	-	
07	Debt Redemption	10,031,033.83	17,839,243.88	(8,919,621.94)	-	18,950,655.77
47	OPEB Debt Service	-	-	-	-	-
Building Funds						
06	Building Construction	(31.71)	-	-	-	(31.71)
66	2023A Bonds	217,737,386.25	46,012,020.75	(60,941,208.52)	(2,666.66)	202,805,531.82
Internal Service						
20	Severance Pay	12,125,317.39	35,736.60	-	-	12,161,053.99
23	Self-Insured Health	(6,047,964.54)	2,486,148.84	(6,332,552.24)	-	(9,894,367.94)
24	Self-Insured Dental	189,363.55	3,920.00	(46,423.69)	-	146,859.86
Fiduciary Funds						
45	OPEB Trust	70,241,158.99	1,169,327.47	-	-	71,410,486.46
		497,216,866.53	**244,569,128.72**	**(185,609,730.29)**	**(28,643,314.56)**	**527,532,950.40**

	5/31/2026	
Cash Accounts		
	199,473,444.34	
Investment Accounts		
	330,210,925.43	
		529,684,369.77
Reconciling Items		
Outstanding Checks/Acct-Pending Adjustments		
US Bank Operating	(1,865,477.37)	
US Bank Payroll	(80,667.30)	
LCTS Custodial	(200,407.21)	
Pending Transactions	(4,867.49)	
		(2,151,419.37)
	Grand Total	**527,532,950.40**

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Meeting Date: **07/13/2026** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Revenues and Expenditures Report for May 2026**

Presenter(s): **Danny DuChene** Title(s): **Coordinator of Finance**

Background
Presented for approval is the district's general fund revenues and expenditures report for the month ending May 31, 2026.

Through May, the district received $440,420,800 in revenues, representing 87.71% of the projected general fund budget, and expended $406,725,700, representing 79.84% of the general fund budget, not including operating capital or Long-Term Facilities Maintenance (LTFM) transactions.

Supplemental information added to this report includes the graphical representation of the numerical figures reported and summarized year-to-date activity across all district funds.

Alternatives
Do not approve the report.

Recommendation
Approve the general fund revenues and expenditures report for the month ending May 31, 2026.

Rosemount-Apple Valley-Eagan Public Schools

General Fund Revenues and Expenditures
For Period Ending May 31, 2026

REVENUES/TRANSFERS IN BY SOURCE CODE

SOURCE	DESCRIPTION	MONTH TO DATE RECEIVED	YEAR TO DATE RECEIVED	CURRENT FULL YEAR PROJECTION	THIS YEAR % RECEIVED	LAST YEAR % RECEIVED
001-020	TAXES	500	100,477,000	101,831,300	98.67%	98.48%
021-089	FEES & TUITION COLLECTIONS	939,400	8,239,700	4,747,800	173.55%	136.94%
090-199	MISCELLANEOUS REVENUE	878,000	11,928,100	14,368,400	83.02%	81.38%
200-399	STATE AID	41,715,000	313,905,800	368,766,600	85.12%	85.75%
400-599	FEDERAL PROGRAMS	986,700	4,980,500	11,719,600	42.50%	48.91%
600-649	RESALE	12,100	889,700	695,200	127.98%	114.36%
		44,531,700	**440,420,800**	**502,128,900**	**87.71%**	**88.10%**
	OPERATING CAPITAL	0	9,069,500	12,914,200	70.23%	71.97%
	LONG-TERM FACILITIES MAINTENANCE	0	9,116,000	12,731,700	71.60%	75.01%

Revenue Notes

Resale, Fees, and Tuitions - Due to the cyclical and unpredictable nature of this revenue stream, the comparison to prior year's collections will continue to fluctuate dependent on actual sales.

Federal Programs - Variances between fiscal years depends on grant draw schedules, which may differ slightly year to year.

Expenditure Notes

Other Expenses includes one time expenses such as annual memberships and settlements

Supplies & Equipment - Variance is due to new bus purchases received in February.

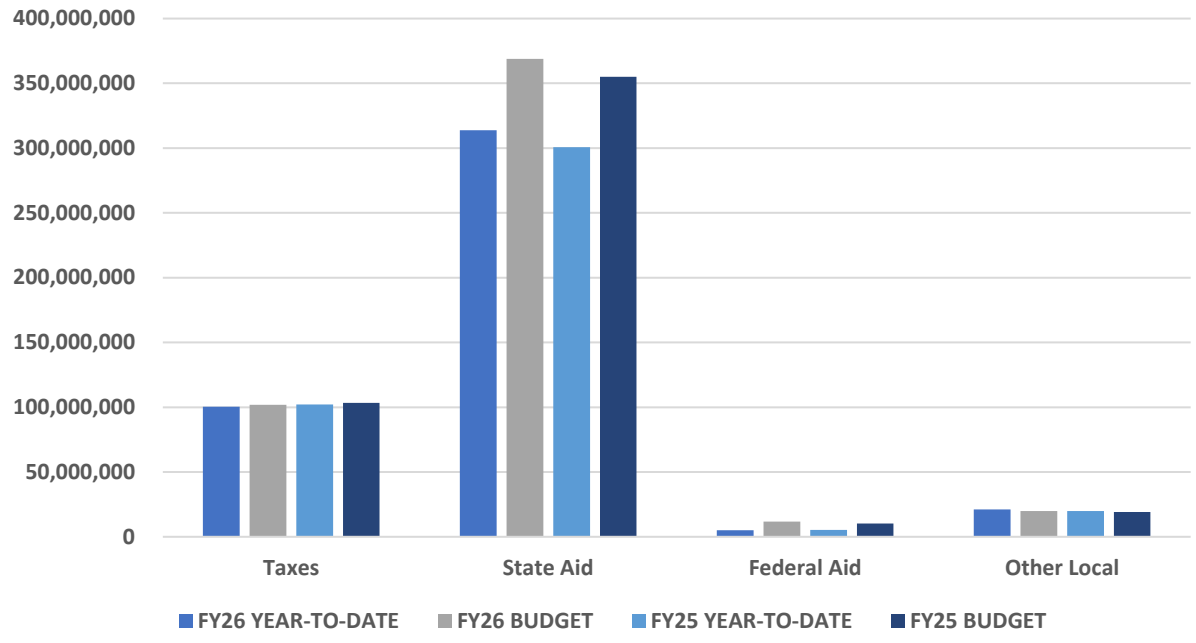
EXPENDITURES/TRANSFERS OUT BY OBJECT CODE

OBJECT	DESCRIPTION	MONTH TO DATE EXPENDED	YEAR TO DATE EXPENDED	CURRENT FULL YEAR PROJECTION	THIS YEAR % EXPENDED	LAST YEAR % EXPENDED
100	SALARIES	26,426,900	246,132,100	316,651,600	77.73%	78.28%
200	BENEFITS	10,853,000	105,550,200	121,036,900	87.20%	84.88%
300	PURCHASED SVCS	2,765,500	30,738,100	39,662,500	77.50%	79.26%
400	SUPPLIES & EQUIPMENT	1,443,600	23,744,600	31,229,900	76.03%	61.29%
800	OTHER EXPENSES	6,800	560,700	655,200	85.58%	63.05%
900	TRANSFERS & CONTINGENCY	0	0	197,300	0.00%	0.00%
		41,495,800	**406,725,700**	**509,433,400**	**79.84%**	**78.66%**
	OPERATING CAPITAL	245,100	10,694,900	14,498,400	73.77%	75.01%
	LONG-TERM FACILITIES MAINTENANCE	338,600	12,840,600	13,500,000	95.12%	88.99%

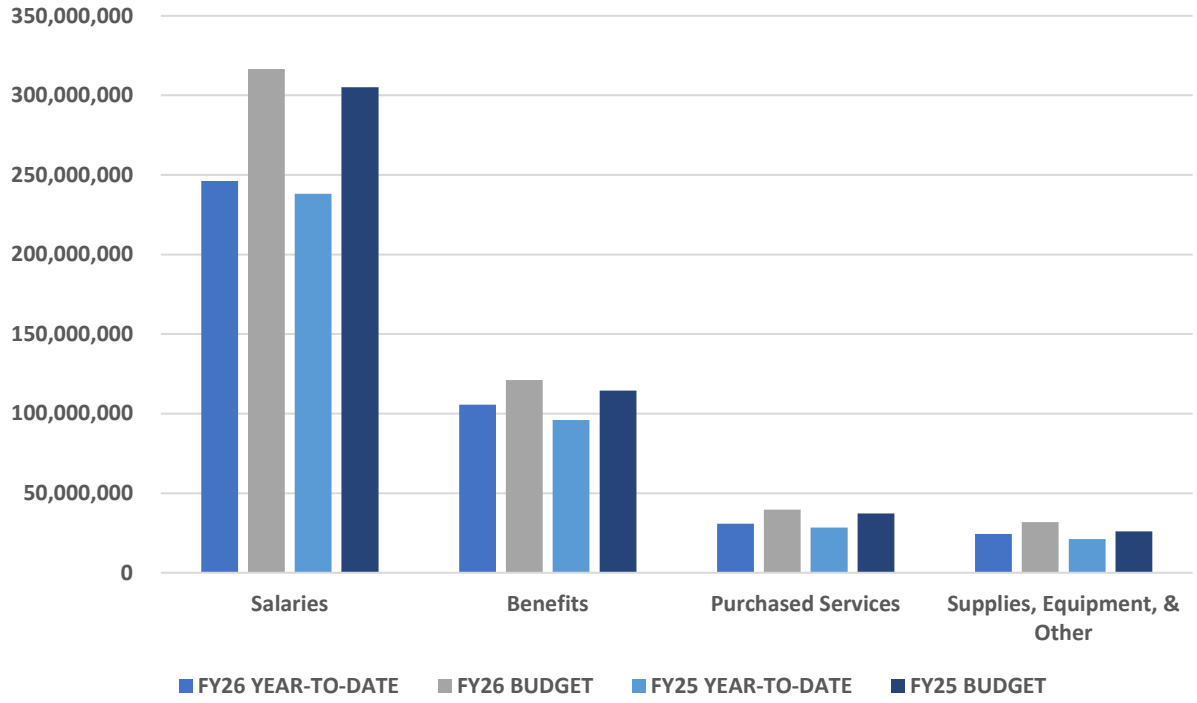
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General Fund Revenues and Expenditures
For Period Ending May 31, 2026

REVENUE SUMMARY BY SOURCE



EXPENDITURE SUMMARY BY OBJECT



Rosemount-Apple Valley-Eagan Public Schools

All Funds Activity Summary
For Period Ending May 31, 2026

	Revenues		Expenditures	
	Budgeted Amounts	Year-to-date Activity	Budgeted Amounts	Year-to-date Activity
General Fund				
General Operations	384,555,263	360,142,115	356,254,884	286,479,602
Special Education	80,974,143	77,489,147	113,518,730	90,029,244
Quality Compensation	7,454,058	2,516,385	7,925,954	2,777,789
Capital Expenditures	25,645,892	18,185,545	27,998,412	23,535,541
Pupil Transportation	29,145,394	273,110	31,733,851	27,439,115
Total General Fund	527,774,750	458,606,302	537,431,831	430,261,292
Special Revenue Funds				
Food Service	24,442,527	14,927,380	24,477,705	18,886,360
Community Service	11,783,684	11,598,255	11,446,704	11,217,011
Total Special Revenue Funds	36,226,211	26,525,635	35,924,409	30,103,371
Building Construction Fund	112,917,398	110,755,675	149,281,479	129,913,358
Debt Service Funds				
Regular	35,785,291	35,839,398	35,203,400	34,903,400
Total Debt Service Funds	35,785,291	35,839,398	35,203,400	34,903,400
Internal Service Funds				
GASB #16 - Severance	1,200,000	173,090	699,999	-
Self-Insured Dental	490,000	244,517	480,000	474,565
Self-Insured Health	83,198,459	39,818,596	82,381,784	74,422,488
Total Internal Service Funds	84,888,459	40,236,203	83,561,783	74,897,052
Fiduciary Funds				
OPEB Irrevocable Trust	6,500,000	5,881,241	3,500,000	-
LCTS Fiscal Host Account	3,270,000	3,288,058	2,000,000	818,329
Total Fiduciary Funds	9,770,000	9,169,298	5,500,000	818,329
Total All Funds	**807,362,109**	**681,132,512**	**846,902,902**	**700,896,802**

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Meeting Date: **07/13/2026** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Gifts**

Presenter(s): **Christopher Onyango-Robshaw** Title(s): **Director of Finance and Operations**

Background
Bequests, donations and gifts may be accepted by the School Board according to Administrative Regulation 703.5.1AR, Gifts. The list below itemizes gifts valued at $500 or more that were received by July 2, 2026.

DISTRICT GIFTS - $86,721.80

Gift	Intended Use	Received From	Received By
$500	Purchase T-shirts for the summer speed and strength program	Jennings Construction, LLC	Cory Hanson, athletics director, Apple Valley High School
$888.30	Purchase socks for the women's soccer team	AVWS Booster Club	William Blatzheim, arts and activities director, Apple Valley High School
$1,000	Promote and maintain the Mock Trial program	Woody's Wood Repair	William Blatzheim, arts and activities director, Apple Valley High School
$1,230	Promote and maintain the STEM program	Chartwell Financial Advisory Inc	William Blatzheim, arts and activities director, Apple Valley High School
$1,000	Support the instrumental music department	Beverly Bohrer	Polly Reikowski, principal, Eagan High School
$1,214.28	Transportation expenses for the girls' basketball team	EHS Girls Basketball Boosters	Polly Reikowski, principal, Eagan High School
$1,609	Greens fees	Eagan High School Boys Golf Booster Club	Polly Reikowski, principal, Eagan High School
$2,905	Greens fees	Eagan High School Boys Golf Booster Club	Polly Reikowski, principal, Eagan High School
$675	Coaching stipends	EVHS Gymnastics Booster Club	Matt Percival, assistant principal/athletics director, Eastview High School
$2,000	P.E. equipment	The University of Michigan	Matt Percival, assistant principal/athletics director, Eastview High School
$5,861.70	Coaching stipend	EVHS Fastpitch Booster Club	Matt Percival, assistant principal/athletics director, Eastview High School
$22,184.72	Cover the cost of students' participation in Intensive Themes	SESEF	Lauren Haisting, principal, School of Environmental Studies

$707.18	General support	Westview Elementary PTO	Donzell Dixson, principal, Westview Elementary School
$30,000	Year-end donation for various items including field trips, consumable classroom materials, etc.	Westview Elementary PTO	Donzell Dixson, principal, Westview Elementary School
$1,954.13	Library books	Northview Elementary PTO	Melissa Griffin, principal, Northview Elementary School
$9,144.81	Purchase STEM supplies, classroom materials, library books and STEM residencies	Parkview Elementary PTO	Nicole Garcia, principal, Parkview Elementary School
$1,145.01	Literacy kits, family engagement events, teacher supplies, classroom instructional materials and books	Foundation for Early Childhood Family Services	Zachary Gonsioroski, manager, Early Childhood Family Services
$2,202.67	Literacy kits, family engagement events, teacher supplies, classroom instructional materials and books	Foundation for Early Childhood Family Services	Zachary Gonsioroski, manager, Early Childhood Family Services
$500	Support program activities	Jennifer Gorvin	Shannon Murphy, coordinator, River Valley Project Explore

Alternatives
Do not accept some or all the gifts.

Recommendation
Accept gifts totaling $86,721.80.

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Meeting Date: **07/13/2026** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Grants**

Presenter(s): **Christopher Onyango-Robshaw** Title(s): **Director of Finance and Operations**

Background
Grants may be accepted by the School Board according to Administrative Regulation 703.5.2AR, Grants. Below are grants valued at $500 or more that were received by the district as of July 1, 2026.

Grant	Intended Use	Received From	Received By
Approximately $50,000	Create more of an opportunity across district elementary schools for STEM learning	Minnesota Library Services	Amber Walsh, coordinator, Pre-K-5 Content

Alternatives
Do not accept the grants.

Recommendation
Accept the grants, as presented.

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Meeting Date: **07/13/2026** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Truth-in-Taxation Hearing**

Presenter(s): **Christopher Onyango-Robshaw** Title(s): **Director of Finance and Operations**

Background
Minnesota Statutes 275.065, subdivision 3, requires school districts to discuss their final tax levy and budget at a regularly scheduled School Board meeting and allow the public to speak. The meeting must take place at 6 p.m. or later and the district may adopt the final levy at the same meeting.

The administration recommends the Board hold its truth-in-taxation hearing and take action on the payable 2027 property tax levy during the Dec. 14, 2026, regular School Board meeting.

Alternatives
Suggest a different date.

Recommendation
Approve Dec. 14, 2026, as the district's truth-in-taxation hearing date.

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Meeting Date: **07/13/2026** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Appointments to the Budget Advisory Council**

Presenter(s): **Christopher Onyango-Robshaw** Title(s): **Director of Finance and Operations**

Background
The Budget Advisory Council (BAC) was established by the School Board in January 2001. The BAC comprises up to 15 people – nine to 12 parents/guardians or other community residents, a licensed staff representative, a non-licensed staff representative, and a principal representative. Terms of office are three years and will be in effect from July 1, 2026, through June 30, 2029.

At its June 22 meeting, the Board appointed one incumbent parent/guardian/resident member, one incumbent principal representative, one new community representative, and two student representatives. Two community member vacancies remain. The following applicants are recommended for appointment to the BAC:

Timothy Bell-Kemp	Resident (Eagan)
Amanda Carroll	Parent/Guardian/Resident (Eagan)

Alternatives
Appoint one or other individuals to the BAC.

Recommendation
Appoint the individuals listed above to terms on the BAC from July 1, 2026, through June 30, 2029.

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Meeting Date: **07/13/2026** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Long-Term Facilities Maintenance 10-Year Plan for 2027-2036**

Presenter(s): **Sam Firpo** Title(s): **Coordinator of Facilities**

Background
To qualify for Long-Term Facilities Maintenance (LTFM) program revenue, the district must have a 10-year revenue and expenditure plan adopted by the School Board. Attached are the revenue and expenditure files required for submission of the district's 10-year plan to the Minnesota Department of Education.

The LTFM expenditures for Fund 06 are included for fiscal years 2026–2029 because LTFM bonds were issued in conjunction with the general obligation bonds approved by voters in the May 2023 referendum.

Alternatives
1. Suggest revisions to the plan.
2. Do not approve plan.

Recommendation
Approve the Long-Term Facilities Maintenance 10-Year Plan and authorize the district's application for LTFM revenue.

Motion by _____, seconded by _____, with a _____ vote to approve the plan.

_____
Clerk Date

_____
Notary Date

DEPARTMENT OF EDUCATION
Division of School Finance
400 NE Stinson Blvd.
Minneapolis, MN 55413

Fiscal Year (FY) 2028 Application for Long-Term Facilities Maintenance Revenue Statement of Assurances

ED-02477-012
Due: July 31, 2026

General Information: Minnesota school districts, intermediate school districts, cooperative districts, joint powers applying for Long-Term Facilities Maintenance revenue (LTFM) under Minnesota Statutes 2025, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2026. Submit to Sarah C. Miller (MDE.Facilities@state.mn.us) along with other required LTFM documentation. **Do not mail a hard copy. Please email this form with other required documentation.**

Identification Information

Name of District, Intermediate/Cooperative/Joint Powers	District Number and Type:	Date Submitted:
Rosemount-Apple Valley-Eagan	0196	07/31/2026

Statement of Assurances

1. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed health and safety uses under Minnesota Statutes 2025, section 123B.595, subdivision 10, paragraph (a), clause (3), Minnesota Statutes 2025, section 123B.57, subdivision 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes 2025, section 123B.595, subdivision 11 (***Number one reason may not be energy savings).***
2. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes 2025, section 123B.595, subdivision 10, paragraph (a), clauses (1) and (2) and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes 2025, section 123B.595, subdivision 11 ***(Number one reason may not be energy savings).***
3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2028 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes 2025, section 123B.595, subdivision 10, paragraph (a), clause (3), Minnesota Statutes 2025, section 123B.57, subdivision 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2025, section 123B.595, subdivision 11.
4. All actual expenditures to be reported in UFARS for FY 2028 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for Accessibility and Deferred Maintenance will be for allowed uses under Minnesota Statutes 2025, section 123B.595, subdivision 10, paragraph (a), clauses (1), (2) and (4) and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2025, section 123B.595, subdivision 11. ***Effective FY 2025 and beyond for a gender-neutral, single-user restroom are included in The LTFM plan (Finance Code 384 must be used with Course Code 684).***
5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. 127A.41, subd. 3[2025]).
6. The district's plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and mandatory lead in water testing, remediation and reporting (Minn. Stat. 121A.335 [2025]). ***The district's ten-year plan does not include a request for a second-time project cost for: (1) replacement of an existing mechanical ventilation system to the current Minnesota State Mechanical Code/ American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) guidelines; or, (2) to provide a level of approximately 15 Cubic Feet per Minute (CFM) per person.***

Certification of Statement of Assurances

Signature – ***Must be signed*** by Supt./Cooperative/Joint Powers Unit Director:	Name – Supt./Cooperative/Joint Powers Director (Please print)	Date:
Michael Bolsoni	Michael Bolsoni	7/6/26

	FY 28 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				5/20/2026									
196	<= Type in School District Number													
	ROSEMOUNT-APPLE		Change only											
			if requiring levy	Payable 2026										
	Calculations for Ten Year Projection	**Pay 26**	adjustments	LLC Certification	Current Estimate									
		LLC #	FY 2026	FY 2027	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
1	**Type your district number in cell A2 (Minneapolis = 1.2)**													
2	**Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 16b, 16s, 18, 18r, 20b, 21, 26, 27 and 50b**													
3	**Type debt excess, intermediate/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33**													
4	**Look-up data from following tabs**													
5	**Initial Formula Revenue**													
6	Current year APU	57		31,556.65	31,594.47	31,633.87	31,633.87	31,633.87	31,633.87	31,633.87	31,633.87	31,633.87	31,633.87	31,633.87
6a	Additional Pre-K Pupil Units (see line 16 of Pre-K application for details)				-	-	-	-	-	-	-	-	-	-
6b	Total Adjusted Pupil Units = (6) + (6a)				31,594.47	31,633.87	31,633.87	31,633.87	31,633.87	31,633.87	31,633.87	31,633.87	31,633.87	31,633.87
7	District average building age (uncapped)	401		40.73	39.91	40.91	41.91	42.91	43.91	44.91	45.91	46.91	47.91	48.91
8	Formula allowance			$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00
9	Building age ratio = (Lesser of 1 or (7) / 35)	402			1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
10	Initial revenue = (6) * (8) * (9)	403		11,991,527	12,005,898	12,020,872	12,020,872	12,020,872	12,020,872	12,020,872	12,020,872	12,020,872	12,020,872	12,020,872
11	**Added Revenue for Eligible H&S Proj and/or Roofing > $100,000 / site**													
12	Debt Service for Existing Alt Facilities H&S Bonds (1B) - Gross before Debt Excess - Projects > $500,000 per site	701			-	-	-	-	-	-	-	-	-	-
13	Debt Excess related to Debt Service for Existing Alt Facilities H&S Bonds (1B)	755			-	-	-	-	-	-	-	-	-	-
14	Debt Service for Portion of Existing Alt Facilities Bonds from line (22) attributable to Eligible H&S Projects > $100,000 per site (1A)				-	-	-	-	-	-	-	-	-	-
15	Debt Excess related to Debt Service for Portion of Existing Alt Facilities Bonds attributable to Eligible H&S Projects > $100,000 per site (1A)				-	-	-	-	-	-	-	-	-	-
16a	Existing Net Debt Service for LTFM Bonds for Eligible New H&S Projects > $100,000 / site = (principal + interest)*1.05 - Portion of Bond Paid by Initial Revenue from "IAQFAA Bonds" tab				-	-	-	-	-	-	-	-	-	-
16b	New Debt Service for LTFM Bonds for Eligible New H&S Projects > $100,000 / site = (principal + interest)*1.05 - Portion of Bond Paid by Initial Revenue				-	-	-	-	-	-	-	-	-	-
16r	Existing Debt Service for LTFM Bonds for Eligible New Roofing Projects > $100,000 / site = (principal + interest)*1.05		beginning FY27		-	-	-	-	-	-	-	-	-	-
16s	New Debt Service for LTFM Bonds for Eligible New Roofing Projects > $100,000 / site = (principal + interest)*1.05				-	-	-	-	-	-	-	-	-	-
17	Net Debt Service for LTFM Bonds for Eligible New H&S Projects & Roofing Projects > $100,000 / site = (principal + interest)*1.05 - Portion of Bond Paid by Initial Revenue = (16a) + (16b) + (16r) + (16s)				-	-	-	-	-	-	-	-	-	-
18	Pay as you Go Revenue for Eligible New H&S Projects > $100,000 / site (corresponds to Category 2 on the expenditures spreadsheet)	405	-		-	-	-	-	-	-	-	-	-	-
18r	Pay as you Go Revenue for Eligible New Roofing Projects > $100,000 / site (corresponds to Category 6 on the expenditures spreadsheet)	406	beginning FY27		-	-	-	-	-	-	-	-	-	-
19	Total Additional Revenue for Eligible Projects >$100,000 / site (12) - (13) + (14) -(15) + (16a) + (16b) + (16r) + (16s) + (18) +(18r)	407		-	-	-	-	-	-	-	-	-	-	-
	Added Revenue for Pre-K Remodeling (for VPK approvals only)													
20a	Net Debt Service for Bonds Approved for Pre-K Remodeling	768			-	-	-	-	-	-	-	-	-	-
20b	Pay as you Go for Projects Approved for Pre-K Remodeling	408			-	-	-	-	-	-	-	-	-	-
20c	Total Pre-K Revenue				-	-	-	-	-	-	-	-	-	-
20d	**Total New Law Revenue (10) + (19) + (20c)**	409			12,005,898	12,020,872	12,020,872	12,020,872	12,020,872	12,020,872	12,020,872	12,020,872	12,020,872	12,020,872
	Old Formula Revenue													
21	Old Formula Health & Safety Revenue (should match amounts entered into the Health & Safety Data Submission System through FY 2028) (corresponds to Category 1 on the expenditures spreadsheet)	410		1,000,000	1,000,000	1,000,000	1,100,000	1,100,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
22	Old Formula Alt Facilities Debt Revenue (1A) - gross before Debt Excess	700			-	-	-	-	-	-	-	-	-	-
23	Debt Excess allocated to Alt Facilities Debt Service (1A) on line 22	754			-	-	-	-	-	-	-	-	-	-
24	Old Formula Alt Facilities Debt Revenue (1A) less Debt Excess	765			-	-	-	-	-	-	-	-	-	-

	FY 28 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				5/20/2026									
196	<= Type in School District Number													
	ROSEMOUNT-APPLE		Change only											
			if requiring levy	Payable 2026										
	Calculations for Ten Year Projection	**Pay 26**	adjustments	LLC Certification	Current Estimate									
		LLC #	FY 2026	FY 2027	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
25	Old Formula Alt Facilities Net Debt Revenue (1B) = (12) - (13)	766			-	-	-	-	-	-	-	-	-	-
26	Old Formula Alt Facilities Pay as you Go Revenue (1A)	411	-		11,500,000	11,500,000	11,400,000	11,400,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000
26b	Pay as you Go Revenue for Projects > $100,000 per site				-	-	-	-	-	-	-	-	-	-
27	Old Formula Alt Facilities Pay as you Go Revenue (1B) > $500,000 (should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2028)	412			-	-	-	-	-	-	-	-	-	-
27a	LTFM ">100K per site" Bonds				-	-	-	-	-	-	-	-	-	-
27b	LTFM "Other" Bonds for 1A Hold Harmless	414			1,520,479	1,855,875	5,013,986	4,730,723	8,428,351	8,169,211	9,456,091	9,949,984	5,840,179	5,795,134
28	Old Formula Deferred Maintenance Revenue = (if (22) + (26) = 0, (10) * ($64 / formula allowance))	417			-	-	-	-	-	-	-	-	-	-
29	Total Old Formula Revenue = (21)+(24)+(25)+(26)+(26b)+(27)+(27a)+(27b)+(28)	418		15,674,465	14,020,479	14,355,875	17,513,986	17,230,723	20,928,351	20,669,211	21,956,091	22,449,984	18,340,179	18,295,134
30	**Total LTFM Revenue for Individual District Projects = Greater of (20d) or [(29) + (20c)]**	**419**		15,674,465	14,020,479	14,355,875	17,513,986	17,230,723	20,928,351	20,669,211	21,956,091	22,449,984	18,340,179	18,295,134
31	District Requested Reduction from Maximum LTFM Revenue (to levy less than the maximum). Also enter this amount in the Levy Information System. Stated as Positive Number	420		-	-	-	-	-	-	-	-	-	-	-
32	**District LTFM Revenue (30) - (31)**	**421**		15,674,465	14,020,479	14,355,875	17,513,986	17,230,723	20,928,351	20,669,211	21,956,091	22,449,984	18,340,179	18,295,134
33	LTFM Revenue for District Share of Eligible Cooperative / Intermediate Projects (Unequalized)	422		-	-	-	-	-	-	-	-	-	-	-
34	**Grand Total LTFM Revenue (32) + (33)**	**423**		15,674,465	14,020,479	14,355,875	17,513,986	17,230,723	20,928,351	20,669,211	21,956,091	22,449,984	18,340,179	18,295,134
	Aid and Levy Shares of Total Revenue													
35	For ANTC & APU - Three Year Prior Date			2024	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
36	Three Year Prior Ag Modified ANTC	35		327,300,236	327,300,236	341,808,674	355,481,021	369,700,262	384,488,272	399,867,803	415,862,515	432,497,016	449,796,897	467,788,772
37	Three Year Prior Adjusted Pupil Units (APU)	54		31,348.89	31,348.90	31,375.40	31,431.50	31,594.47	31,633.87	31,633.87	31,633.87	31,633.87	31,633.87	31,633.87
38	ANTC / APU = (36) / (37)	425		10,440.57	10,440.57	10,894.16	11,309.71	11,701.42	12,154.32	12,640.49	13,146.11	13,671.96	14,218.84	14,787.59
39	State Average ANTC / APU with Ag Value Adjustment	426		13,658.30	13,658.30	14,248.69	14,899.31	15,697.71	16,326.00	16,979.00	17,658.00	18,364.00	19,099.00	19,863.00
40	Equalizing Factor = 125.5% of (39) or 127% of (39) starting FY 28 and late	427		17,141.17	17,141.17	18,095.84	18,922.12	19,936.09	20,734.02	21,563.33	22,425.66	23,322.28	24,255.73	25,226.01
41	Local (Levy) Share of Equalized Revenue (lesser of 1 or (38) / (40))	428		60.91%	60.91%	60.20%	59.77%	58.69%	58.62%	58.62%	58.62%	58.62%	58.62%	58.62%
42	State (Aid) Share of Equalized Revenue (1 - (41))	429		39.09%	39.09%	39.80%	40.23%	41.31%	41.38%	41.38%	41.38%	41.38%	41.38%	41.38%
43	Equalized Revenue (lesser of (34) or (6) * (8))	424		11,991,527	12,005,898	12,020,872	12,020,872	12,020,872	12,020,872	12,020,872	12,020,872	12,020,872	12,020,872	12,020,872
44	Initial LTFM State Aid (42) * (43)	430		4,687,531	4,693,187	4,783,999	4,836,023	4,965,262	4,974,215	4,974,200	4,974,136	4,974,010	4,974,172	4,974,188
45	Old Formula Grandfathered Alternative Facilities Aid	432		-	-	-	-	-	-	-	-	-	-	-
46	Total LTFM State Aid (greater of (44) or (45))	433		4,687,531	4,693,187	4,783,999	4,836,023	4,965,262	4,974,215	4,974,200	4,974,136	4,974,010	4,974,172	4,974,188
47	Total LTFM Levy (34) - (46) (including coop/intermediate)	436		10,986,934	9,327,291	9,571,876	12,677,963	12,265,461	15,954,135	15,695,010	16,981,954	17,475,973	13,366,007	13,320,946
48	**Debt Service Portion of Revenue (non-grandfather districts *)**													
49	Subtotal Debt Service Revenue from Above = (12) - (13) + (17) + (20a) + (24)	765+766+ 767+768+ 770			-	-	-	-	-	-	-	-	-	-
50	Existing LTFM Bonds excluding Bonds on line 17 (principal + interest)*1.05 from "FM Other Bonds" tab				1,520,479	1,855,875	2,000,250	2,129,925	4,213,913	4,305,788	4,647,038	4,977,788	-	-
50b	New LTFM Bonds excluding Bonds on line 17 (principal + interest)*1.05				-	-	3,013,736	2,600,798	4,214,438	3,863,423	4,809,053	4,972,196	5,840,179	5,795,134
51	Total Debt Service Revenue = (49) + (50) + (50b)	771			1,520,479	1,855,875	5,013,986	4,730,723	8,428,351	8,169,211	9,456,091	9,949,984	5,840,179	5,795,134
52	Equalized Debt Service Revenue (lesser of (43) or (51))	437			1,520,479	1,855,875	5,013,986	4,730,723	8,428,351	8,169,211	9,456,091	9,949,984	5,840,179	5,795,134
53	Debt Service Aid = (52) * (42)	438			594,365	738,591	2,017,137	1,954,041	3,487,636	3,380,394	3,912,851	4,117,116	2,416,635	2,398,003
54	Equalized Debt Service Levy = (52) - (53)	440			926,113	1,117,284	2,996,849	2,776,682	4,940,714	4,788,816	5,543,240	5,832,868	3,423,544	3,397,131
55	Unequalized Debt Service Revenue and Levy = (greater of zero or (51) - (52))	441			-	-	-	-	-	-	-	-	-	-
56	**General Fund Portion of Revenue (non-grandfather districts *)**													
57	Total General Fund Revenue = (34) - (51) (includes **Coop Levy**, if any in line 33)	442			12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000
58	General Fund Equalized Revenue = (43) - (52)	443			10,485,420	10,164,997	7,006,886	7,290,149	3,592,522	3,851,662	2,564,782	2,070,889	6,180,693	6,225,738
59	Total General Fund Aid = (46) - (53)	444			4,098,822	4,045,408	2,818,886	3,011,221	1,486,579	1,593,806	1,061,285	856,895	2,557,537	2,576,185
60	General Fund Equalized Levy = (58) * (41)	445			6,386,598	6,119,589	4,188,001	4,278,928	2,105,943	2,257,856	1,503,496	1,213,994	3,623,156	3,649,553
61	General Fund Unequalized Levy = (57) - (58)	446			2,014,580	2,335,003	5,493,114	5,209,851	8,907,478	8,648,338	9,935,218	10,429,111	6,319,307	6,274,262
62	Total General Fund Levy = (60) + (61)	447			8,401,178	8,454,592	9,681,114	9,488,779	11,013,421	10,906,194	11,438,715	11,643,105	9,942,463	9,923,815

FY 28 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				5/20/2026									
196 <= Type in School District Number													
ROSEMOUNT-APPLE		Change only											
		if requiring levy	Payable 2026										
Calculations for Ten Year Projection	**Pay 26**	adjustments	LLC Certification	Current Estimate									
	LLC #	FY 2026	FY 2027	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
48 **Debt Service Portion of Revenue (Grandfather Districts *)**													
*** MPLS, Anoka, Bloomington, Robbinsdale, Rochester, St. Paul, Duluth**	765+766+ 767+768+ 770												
51 Total Debt Service Revenue = (49) + (50) + (50b)	771			1,520,479	1,855,875	5,013,986	4,730,723	8,428,351	8,169,211	9,456,091	9,949,984	5,840,179	5,795,134
52 Equalized Debt Service Revenue (lesser of (43) or (51))	437			1,520,479	1,855,875	5,013,986	4,730,723	8,428,351	8,169,211	9,456,091	9,949,984	5,840,179	5,795,134
53 Debt Service Aid = (52) * (42)	439			1,520,479	1,855,875	4,836,023	4,730,723	4,974,215	4,974,200	4,974,136	4,974,010	4,974,172	4,974,188
54 Equalized Debt Service Levy = (52) - (53)	440			-	-	177,963	-	3,454,135	3,195,010	4,481,954	4,975,973	866,007	820,946
55 Unequalized Debt Service Revenue and Levy = (Greater of zero or (51) - (50))	441			-	-	-	-	-	-	-	-	-	-
56 **General Fund Portion of Revenue (Grandfather Districts *)**													
57 Total General Fund Revenue = (34) - (51) (includes coop levy, if any in line 33)	442			12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000
58 General Fund Equalized Revenue = (43) - (52)	443			10,485,420	10,164,997	7,006,886	7,290,149	3,592,522	3,851,662	2,564,782	2,070,889	6,180,693	6,225,738
59 Total General Fund Aid = (46) - (53)	444			3,172,709	2,928,124	-	234,539	-	-	-	-	-	-
60 General Fund Equalized Levy = (58) * (41)	445			7,312,711	7,236,873	7,006,886	7,055,610	3,592,522	3,851,662	2,564,782	2,070,889	6,180,693	6,225,738
61 General Fund Unequalized Levy = (57) - (58)	446			2,014,580	2,335,003	5,493,114	5,209,851	8,907,478	8,648,338	9,935,218	10,429,111	6,319,307	6,274,262
62 Total General Fund Levy = (60) + (61)	447			9,327,291	9,571,876	12,500,000	12,265,461	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000

Notes:

1. Underlevy on general fund equalized levy results in proportionate reduction in associated aid.
2. Total Debt Service revenue on line 49 must not exceed total LTFM revenue for individual district projects (line 30) for any of the 10 years in the plan.
3. For 1A districts with old Alt Facilities bonding, the amount on line 22 will reduce initial revenue on line 10, less the H & S portion entered on line 14.

End of Worksheet

DEPARTMENT OF EDUCATION	Division of School Finance 400 NE Stinson Blvd Minneapolis, MN 55413	Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - *Fund 01 and Fund 06 Projects Only*	ED - 02478-12

Instructions: Enter estimated, allowable LTFM expenditures *(Fund 01 and/or Fund 06 only)* under Minnesota Statutes 2025, section 123B.595, subd. 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.

District Info.	(REQUIRED) Enter Information	District Info.	(REQUIRED) Enter Information
District Name:	ISD 196 Rosemount-Apple Valley-Eagan	Date:	7/31/2026
District Number:	0196	Email:	christopher.onyango-robshaw@d
District Contact Name:	Christopher Onyango-Robshaw		
Contact Phone #	651-423-7748		

Expenditure Categories		Fiscal Year (FY) Ending June 30										
		2026 (base year)	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Health and Safety - this section excludes project costs in Category 2 of $100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.												
Finance Code	**Category (1)**											
347	Physical Hazards	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000
349	Other Hazardous Materials	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000
352	Environmental Health and Safety Management	$300,000	$300,000	$300,000	$300,000	$300,000	$300,000	$300,000	$300,000	$300,000	$300,000	$300,000
358	Asbestos Removal and Encapsulation	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000
363	Fire Safety	$300,000	$300,000	$300,000	$400,000	$400,000	$300,000	$300,000	$300,000	$300,000	$300,000	$300,000
366	Indoor Air Quality	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Health and Safety Capital Projects - Category (1)	$1,000,000	$1,000,000	$1,000,000	$1,100,000	$1,100,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000
Health and Safety - Projects Costing $100,000 or more per Project/Site/Year - Additional Revenue												
Finance Code	**Category (2)**											
358	Asbestos Removal and Encapsulation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
363	Fire Safety	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
366	Indoor Air Quality	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Health and Safety Capital Projects $100,000 or More - Category (2)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151												
Finance Code	**Category 3 (a)**											
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Remodeling for Approved Voluntary Pre-K Projects - Category 3(a)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Remodeling for Gender-Neutral Single-User Restrooms												
Finance/Course Codes	***Category 3 (b) LTFM REVENUE EFFECTIVE FY 2025 and Beyond***											
Finance Code 384 and Course Code 684 MUST USE BOTH	Remodeling for gender-neutral single user restroom per site.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Remodeling for Gender-Neutral Single User Projects - Category 3(b)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Accessibility												
Finance Code	**Category (4)**											
367	Accessibility	$479,793	$2,479,467	$2,688,774	$488,185	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000
	Total Accessibility Projects - Category (4)	$479,793	$2,479,467	$2,688,774	$488,185	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000
Deferred Capital Expenditures and Maintenance Projects												
Finance Code	**Category (5)**											
368	Building Envelope	$1,233,990	$2,804,175	$1,973,457	$1,545,044	$1,400,000	$1,400,000	$1,400,000	$1,400,000	$1,400,000	$1,400,000	$1,400,000
369	Building Hardware and Equipment	$1,200,000	$800,000	$1,200,000	$1,200,000	$1,200,000	$1,200,000	$1,200,000	$1,200,000	$1,200,000	$1,200,000	$1,200,000
370	Electrical	$710,213	$3,855,012	$2,999,100	$769,054	$325,000	$325,000	$325,000	$325,000	$325,000	$325,000	$325,000
379	Interior Surfaces	$1,884,647	$4,274,004	$3,877,066	$1,949,729	$1,555,000	$1,555,000	$1,555,000	$1,555,000	$1,555,000	$1,555,000	$1,555,000
380	Mechanical Systems	$3,779,630	$12,890,718	$13,049,199	$5,729,878	$2,200,000	$2,200,000	$2,200,000	$2,200,000	$2,200,000	$2,200,000	$2,200,000
381	Plumbing	$477,229	$1,617,885	$1,731,262	$494,861	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000	$250,000
382	Professional Services and Salary	$552,983	$974,993	$902,953	$2,896,230	$520,000	$520,000	$520,000	$520,000	$520,000	$520,000	$520,000
383	Roof Systems (normally below $100,000 unless the school chooses not to receive additional revenue for $100K or more roofing project/site/year - pending 2025 Legislation)	$2,012,178	$174,631	$2,557,283	$1,914,088	$1,900,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
384	Site Projects	$2,000,000	$1,351,498	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
	Total Deferred Capital Expenditures and Maintenance Projects - Category (5)	$13,850,870	$28,742,916	$30,290,320	$18,498,884	$11,350,000	$11,450,000	$11,450,000	$11,450,000	$11,450,000	$11,450,000	$11,450,000
Deferred Capital Expenditures for Roofing Projects - Additional Revenue for $100,000 or more project/site/year			EFFECTIVE FY 2027									
Finance Code	**Category (6)**											
383	**Roofing Systems - Additional Revenue**			$0	$0	$0	$0	$0	$0	$0	$0	$0
		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Annual 10-Year Plan Expenditures	$15,330,663	$32,222,383	$33,979,094	$20,087,069	$12,500,000	$12,500,000	$12,500,000	$12,500,000	$12,500,000	$12,500,000	$12,500,000
Fund Balance Section												
	Fund 01	FY 26 and 27 Revenue Projection Model Revenue		FY 28 Revenue Projection Ten-Year Spreadsheet								
	Beginning Fund Balance 01-467-XX	$2,705,813	$3,482,337	$4,054,624	$3,635,500	$3,635,500	$3,635,500	$3,635,500	$3,635,500	$3,635,500	$3,635,500	$3,635,500
	LTFM Fiscal Year Revenue - **Levy**	$8,320,450	$9,053,379	$8,454,592	$9,681,114	$9,488,779	$11,013,421	$10,906,194	$11,438,715	$11,643,105	$9,942,463	$9,923,815
	LTFM Fiscal Year Revenue - **AID if Applicable**	$3,814,413	$4,098,822	$4,045,408	$2,818,886	$3,011,221	$1,486,579	$1,593,806	$1,061,285	$856,895	$2,557,537	$2,576,185
	LTFM Fiscal Year Revenue Other	$686,661	-$79,914	-$419,124	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
LEVY Page 10, Line 422	***LTFM Deduction for applicable Cooperative/Intermediate Member District Levy***	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT if applicable - Special Legislation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Estimated Fiscal Year Expenditures	$12,045,000	$12,500,000	$12,500,000	$12,500,000	$12,500,000	$12,500,000	$12,500,000	$12,500,000	$12,500,000	$12,500,000	$12,500,000
	Ending Fiscal Year Fund Balance 01-467-XX	$3,482,337	$4,054,624	$3,635,500	$3,635,500	$3,635,500	$3,635,500	$3,635,500	$3,635,500	$3,635,500	$3,635,500	$3,635,500
	Fund 06											
	Beginning Fund Balance 06-467-XX	$20,742,791	$17,457,128	$29,066,163	$7,587,069	$0	$0	$0	$0	$0	$0	$0
	LTFM Fiscal Year Bonded Revenue	$0	$31,331,418	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Fiscal Year Revenue Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Other Transfers	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Estimated Fiscal Year Expenditures	$3,285,663	$19,722,383	$21,479,094	$7,587,069	$0	$0	$0	$0	$0	$0	$0
	Ending Fiscal Year Fund Balance 06-467-XX	**$17,457,128**	**$29,066,163**	**$7,587,069**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
End of worksheet												

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Meeting Date: **07/13/2026** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Personnel**

Presenter(s): **Tiffany Weiler** Title(s): **Coordinator of Human Resources**

Background
The attached list of proposed personnel actions, including separations and new staff appointments, is presented for Board approval.

Alternatives
Do not approve one or more of the actions.

Recommendation
Approve the actions as presented.

New Hires

Licensed Staff

Employee	EE #	Assignment	Location	Employment Date	FTE	New Hire Reason
Aaker, Bethany S	147743	Sp Ed Centerbased Teacher	PV	08/24/2026	1.00	Replacement
Bailey, Suzanne M	147091	Early Childhood Teacher	WV	08/24/2026	1.00	Replacement
Bavender, Kali M	147756	Grade 6 Teacher	FRMS	08/24/2026	1.00	New Allocation
Boyd, Martha S	147354	Family & Consumer Science Tchr	RHS	08/24/2026	0.53	New Allocation
Boyd, Martha S	147354	Family & Consumer Science Tchr	RMS	08/24/2026	0.47	New Allocation
Braun, Ellie S	146096	Social Studies Teacher	BHMS	08/24/2026	1.00	Replacement
Bullen, Jenelle J	147786	Elem Assistant Administrator	DVLC	08/20/2026	1.00	Replacement
Denis, Abigail M	147733	Sp Ed Centerbased Teacher	RES	08/24/2026	1.00	Replacement
Firchow, Aidan A	43843	General Music Teacher	GL	08/24/2026	1.00	Replacement
Freberg, Alyson T	147292	Grade 3 Teacher	CP	08/24/2026	1.00	Replacement
Gruenewald, Emily M	144213	ELD Teacher	OR	08/24/2026	1.00	Long Term Sub
Grund, Tessa L	146150	Science Teacher	SHMS	08/24/2026	0.80	Replacement
Hill, Jessica L	147780	Advanced Learning Teacher	000	08/24/2026	1.00	New Allocation
Hutter, Rylie M	147373	Grade 4 Teacher	PV	08/24/2026	1.00	Replacement
Jewett, Kathryn A	39629	Grade 1 Teacher	SP	08/24/2026	1.00	Long Term Sub
Jokela, Drew E	147749	Media Specialist	GH	08/24/2026	1.00	Replacement
Kernion, Taylor	147784	Sp Ed Resource Teacher	ET	08/24/2026	0.50	New Allocation
Kernion, Taylor	147784	Sp Ed Resource Teacher	EL	08/24/2026	0.50	New Allocation
Kroeger-Meger, Jamie L	39014	Family & Consumer Science Tchr	BHMS	08/24/2026	1.00	Replacement
Longman, Haley K	147028	Grade 4 Teacher	GL	08/24/2026	1.00	Long Term Sub
MacKenzie, Carly A	37135	Grade 1 Teacher	NV	08/24/2026	1.00	Long Term Sub
Micevych, Susan Pickering	12631	Instrumental Music Teacher	DHMS	08/24/2026	0.10	Replacement
Morley, Shannon L	147790	Elem Assistant Administrator	RES	08/20/2026	1.00	Replacement
Murphy, Tessa J	147348	Speech-Language Pathologist	WV	08/24/2026	1.00	Replacement
Ogren, Sarah	147735	Sp Ed Resource Teacher	SV	08/24/2026	1.00	Replacement
Pickering, Megan J	146549	Sp Ed Resource Teacher	NV	08/24/2026	1.00	Replacement
Rigsby, Timothy J	147629	Physical Education Teacher	SBLC	08/24/2026	0.40	Replacement
Rigsby, Timothy J	147629	Mentor/Field Exper Teacher	SBLC	08/24/2026	0.60	New Allocation
Running, Lauren C	43040	Special Ed Teacher	DR	08/24/2026	1.00	New Allocation
Smethers, Gina D	147728	Grade 1 Teacher	GH	08/24/2026	1.00	New Allocation

New Hires

Licensed Staff

Employee	EE #	Assignment	Location	Employment Date	FTE	New Hire Reason
Wangongu, Fayth N	147731	Grade 2 Teacher	OR	08/24/2026	1.00	New Allocation

Non-Licensed Staff

Employee	EE #	Assignment	Location	Employment Date	FTE	New Hire Reason
Abdalla, Iman E	146478	Sp Ed Paraprofessional	DP	08/31/2026	0.78	Temp Position
Abdouni, Sabah	147781	ECFS Teaching Assistant	DVLC	08/31/2026	0.50	Replacement
Bohn, Nathalie A	147744	Sp Ed Paraprofessional	DR	08/31/2026	0.84	Replacement
Bower, Donovann A	147772	Sp Ed Paraprofessional	DHMS	08/31/2026	0.84	New Allocation
Bunzey, Daniel B	147541	Night Custodian	EVHS	06/16/2026	1.00	Replacement
Thomson Christopher	146928	Sp Ed Paraprofessional	DP	08/31/2026	0.78	Replacement
Dayton, Sarah L	147775	Sp Ed Paraprofessional	SHMS	08/31/2026	0.84	New Allocation
Gross, Rhonda R	30069	Sp Ed Paraprofessional	ET	08/31/2026	0.78	New Allocation
Jones, Thuy Thuong N	40001	Secretary - 10 Month	OR	08/31/2026	1.00	Temp Position
Latvala, Jayme A	147759	Nutrition Services Associate	EVHS	08/31/2026	0.63	Replacement
Mills, Nancy M	21733	Building Technology Specialist	DO	08/17/2026	1.00	New Allocation
Mohan, Revathi	147376	ECFS Teaching Assistant	PW	08/31/2026	0.79	New Allocation
Rabadan, Liliana	147230	Sp Ed Paraprofessional	DP	08/31/2026	0.78	Temp Position
Roy, Arnesh V	147745	Sp Ed Paraprofessional	FRMS	08/31/2026	0.84	New Allocation
Schille, Kathleen M	147758	Elem Nutrition Serv Manager	DP	08/31/2026	1.00	Replacement
Schmidt, Thomas J	147769	Coord of Technology	DO	06/25/2026	1.00	Replacement
Richter Tykwinski, Nichole L	147757	Nutrition Services Associate	AVHS	08/31/2026	0.63	Replacement

Change of Assignment

Non-Licensed Staff

Employee	EE #	New Assignment	New Location	Effective Date	FTE
Bosiacki, Tamara K	26306	Human Resources Specialist	DO	07/01/2026	1.00
Burt, Jonathan E	146787	Building Technology Specialist	DO	08/17/2026	1.00
Conway, Kristi K	26924	Human Resources Specialist	DO	07/01/2026	1.00
Davis, Deanna M	19655	Human Resources Specialist	DO	07/01/2026	1.00
Doherty, Jennifer L	31372	Building Technology Specialist	DO	08/17/2026	1.00
Edirisinghe, Dulka Dilum	146077	Building Technology Specialist	DO	08/17/2026	1.00

Change of Assignment

Non-Licensed Staff

Employee	EE #	New Assignment	New Location	Effective Date	FTE
Fischer, John D	43165	Building Technology Specialist	DO	08/17/2026	1.00
Gagnon, Kevin C	39535	Building Technology Specialist	DO	08/17/2026	1.00
Hietala-Rannow, Juli L	43086	Building Technology Specialist	DO	08/17/2026	1.00
Hillier, Curtis A	29774	Building Technology Specialist	DO	08/17/2026	1.00
Jeremiason, Sarah C	39920	Building Technology Specialist	DO	08/17/2026	1.00
Knipe, Daniel H	40590	Building Technology Specialist	DO	08/17/2026	1.00
Kostecka, Kathleen M	35124	Building Technology Specialist	DO	08/17/2026	1.00
Krause, Michael P	145329	Building Technology Specialist	DO	08/17/2026	1.00
Lloyd, Jaynie C	43123	Building Technology Specialist	DO	08/17/2026	1.00
Lyddy, Jennifer J	37415	Bldg Tech & Mobile Support Sup	DO	07/01/2026	1.00
Martin, Pamela N	37608	Building Engineer	NV	07/13/2026	1.00
Naughton, Apiradee M	38944	Building Technology Specialist	DO	08/17/2026	1.00
Olson, Suzi M	32695	Human Resources Specialist	DO	07/01/2026	1.00
Plomski, Marci L	146011	Human Resources Specialist	DO	07/01/2026	1.00
Reichstadt, Constance S	31808	Building Technology Specialist	DO	08/17/2026	1.00
Shandorf, Stacie A	38497	Human Resources Specialist	DO	07/01/2026	1.00
Steckman, Bradley J	35935	Building Technology Specialist	DO	08/17/2026	1.00
Widner, Rebecca	145478	Building Technology Specialist	DO	08/17/2026	1.00
Wiebusch, Cory L	147515	Building Technology Specialist	DO	08/17/2026	1.00

Separations

Licensed Staff

Employee	EE #	Assignment	Location	Effective Date	Separation Type
Arcuri, Kaela A	146818	Nurse	DP	06/24/2026	Resignation
Baumgart, Kendyl A	32902	Grade 2 Teacher	GL	06/26/2026	Resignation
Dutke, Anna K	43879	TOSA	OR	06/05/2026	Resignation
House, Yvonne R	146085	Nurse	WV	06/26/2026	Resignation
Sconza, Rebecca M	36600	TOSA-Spec Ed Elementary Lead	DW	06/05/2026	Resignation
Sconza, Rebecca M	36600	TOSA-Spec Ed Elementary Lead	EL	06/05/2026	Resignation
Sconza, Rebecca M	36600	TOSA-Spec Ed Elementary Lead	PW	06/05/2026	Resignation

Separations

Non-Licensed Staff

Employee	EE #	Assignment	Location	Effective Date	Separation Type
Caspar, Jeffrey H	30003	Sp Ed Paraprofessional	EHS	06/04/2026	Retirement
Hubbard, Brian L	42309	Bus Driver	DOE	08/28/2026	Retirement
Mastel, Michelle Margaret	29535	Admin Asst to Principal	BHMS	09/03/2026	Retirement
Molina, Trancito	147399	Custodian	NV	06/18/2026	Resignation
Molina, Trancito	147399	Custodian	DHMS	06/18/2026	Resignation
Nelson, Kevin L	147149	Bus Driver	DOE	06/04/2026	Resignation
Perron, James L	29803	Mechanical Specialist	DSC-A	09/22/2026	Retirement
Robole, Julie M	39010	Custodial Aide	SHMS	07/06/2026	Retirement
Tschida, Michael J	42495	Payroll Specialist	DO	06/12/2026	Resignation

Leave of Absence without Pay

Licensed Staff

Employee	EE #	Assignment	Leave Begins	Leave Ends
Burke, Suzanne M	38330	Nurse	08/24/2026	06/10/2027
Eatchel, Anthony R	29989	I&A PreK-5 Dig Resources Coach	08/24/2026	06/10/2027
Hansen, Lisa K	35547	Counselor-High School	08/24/2026	06/10/2027
Hodgson, Jessica C	31904	Family & Consumer Science-3535	08/24/2026	06/10/2027
Mayes, Lisa M	39625	English Teacher	08/24/2026	06/10/2027
Mensen, Amanda J	38510	English Teacher	08/24/2026	06/10/2027
Monahan, Maria C	41849	Occupational Therapist	08/24/2026	06/10/2027
Mullen, Kathryn A	27913	Basic Skills Teacher	08/24/2026	06/10/2027
DeLong-Thomley, Rachel	16612	Grade 4 Teacher LOA	08/24/2026	06/10/2027

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Meeting Date**: 07/13/2026** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Agreement for Student Teaching Experience with Educate Pathways**

Presenter(s): **Joel Milteer** Title(s): **Director of Human Resources**

Background
In accordance with Administrative Regulation 404.2AR, Placement of Student Teachers and Interns, the School Board must approve student teacher agreements between the school district and the colleges and universities from which it receives student teachers. The attached agreement with Educate Pathways follows the district's student teacher contract guidelines.

Alternatives
1. Do not approve the agreement.
2. Suggest changes to the agreement.

Recommendation
Approve the agreement as presented.

AGREEMENT FOR STUDENT TEACHING EXPERIENCE

This Agreement is entered into between Educate Pathways, 1482 St. Croix Ave Unit 2, New Richmond, WI 54017, ("School") and Independent School District 196, 3455 153rd Street West, Rosemount, Minnesota 55068-4946 ("ISD 196") (School and ISD 196 together, the "Parties"). This Agreement is based upon the Parties' common goal of education and the wish of the parties to facilitate a relationship for the purpose of providing clinical educational experiences at ISD 196 sites for School's students ("Student" or "Students").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Responsibilities of the Parties

A. Joint Responsibilities

1. The School and ISD 196 will each identify a person or persons responsible for liaison during the course of this Agreement. The appointment of liaisons shall be subject to mutual approval of the parties.

2. The persons responsible for the liaison will jointly plan for:
   - Selection, assignment and orientation of Students;
   - Periodic review and preparation of objectives for the clinical experience program ("program"); and
   - Evaluation of Student performance in the program.

   Although the persons responsible for liaison will jointly plan for selection and assignment of Students, ISD 196 has final authority to determine whether a Student may participate in the program and the ISD 196 site(s) to which a Student is assigned.

   ISD 196 shall be under no obligation to accept a Student under this Agreement.

3. The School has authority to withdraw, suspend or terminate a Student from the program for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to a Student. ISD 196 may unilaterally suspend or terminate a Student's participation in the program at ISD 196 site(s) for behavioral or other conduct that, in its good faith judgment, causes a Student to be unfit for the placement. The ISD 196 liaison will consult the School liaison before suspending or terminating a Student's participation, except where consultation is not reasonably possible under the circumstances.

4. Students are participants in an educational program, and for purposes of this Agreement, shall not be considered an employee of either the ISD 196 or the School except as provided in Minn. Stat. § 122A.69. Students shall not be

entitled or eligible to participate in any benefits or privileges given or extended to employees of ISD 196 or the School except as provided in Minn. Stat. § 122A.69.

B. The School's Responsibilities

1. The School shall assume overall responsibility for the general educational experience of Students assigned to ISD 196 sites. That responsibility includes the following:
   - Determination of educational goals for Students;
   - Establishing prerequisite criteria for placement of Students at ISD 196 which shall include a requirement that Students are in an approved teacher preparation program;
   - Determination of completion of the assignment;
   - Supervision and evaluation as coordinated by the liaisons; and
   - Final evaluation of Student performance.

   Notwithstanding the School's responsibility to determine educational goals for the program, ISD 196 has full authority to prohibit the implementation of any goal that is not compatible with ISD 196 programs and practices or its professional responsibilities to ISD 196 pupils.

2. The School is responsible for communicating the program requirements and clinical experience expectations to Students.

3. ISD 196 requires Students to undergo criminal/maltreatment background studies pursuant to Minn. Stat. § 123B.03 and Minn. Stat. § 299C.60 *et. seq.* as a prerequisite to participation in the program. The School must reimburse ISD 196 for the actual cost of the background study, although it may pass the cost to an individual Student. Participating Students must complete ISD 196's background study consent form and submit to a background study performed by ISD 196 or its agent.

4. The School certifies that its Students have been instructed on the confidentiality of information related to pupils.

5. The School shall pay an honorarium or stipend for the placement of its Students in the amount of ($ 0) per Student.

C. ISD 196 Responsibilities

1. ISD 196 shall assume full responsibility for the care and welfare of its pupils. It is understood that individual pupil care and education is not controlled, supervised, or paid for by the School.

2. ISD 196 agrees to provide educational opportunities for Students in ISD 196 sites. In this regard, ISD 196 will provide the equipment, facilities, supplies and services necessary to meet the objectives of the program. Licensed, full-time, continuing contract ISD 196 Teachers will supervise Students, and such employees will have full authority to restrict and set limits upon the conduct and actions of Students participating in the program. Supervising Teachers shall not be in the performance improvement process under Minn. Stat. § 122A.40, subd. 8.

3. ISD 196 agrees that it will not replace any of its employees nor fill any vacancies normally filled by an employee with a Student assigned under this Agreement. Students shall not act as a substitute educational service providers.

4. ISD 196 agrees to provide the School with a current copy of its regulation with regard to Placement of Student Teachers and Interns. A copy is attached as Appendix A.

5. ISD 196 may provide Students with an introductory orientation to ISD 196 if determined to be necessary by ISD 196. Students will be required to adhere to the internal policies, regulations and procedures of ISD 196 and ISD 196 will communicate relevant policies, regulations and procedures to Students as appropriate and necessary, including ISD 196's regulation on student bullying.

II. Term

This Agreement shall be effective July 1, 2026 and shall remain in effect until June 30, 2028. It may be terminated as provided by this Agreement.

III. Insurance and Liability

The School shall maintain insurance coverage to cover any claims arising out of Student participation in the program provided for in this Agreement. A certificate evidencing insurance obtained by the School shall be furnished to ISD 196 upon request. The School shall carry the following minimum insurance coverage in a form acceptable to ISD 196 at the School's expense during the term of this Agreement.

- General Liability Insurance, $2,000,000 per occurrence, minimum.
- Professional Liability Insurance, $500,000 per occurrence, minimum.

The insurance coverage carried by the School under this Agreement must be provided by a financially solvent company licensed to do business in the United States of America. Said insurance will be primary and noncontributory notwithstanding any other insurance carried by ISD 196 and shall contain an endorsement that designates ISD 196 as an

additional insured with respect to claims related to the student teaching program referenced in this Agreement.

IV. Data Privacy

The School agrees that the School and all Students participating in the program will comply with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Federal Educational Rights and Privacy Act (FERPA), 20 USC 1232g with respect to data related to this Agreement. This provision includes the educational data of pupils in ISD 196 to the extent that the implementation of this Agreement requires Students or the School to have access to such data.

Students will be required to sign an authorization to allow the School and ISD 196 to exchange information about individual Student participation and performance in the program. An authorization is attached as Appendix B.

V. Termination

This Agreement may be terminated by either party at any time upon providing thirty (30) days written notice. ISD 196 may also reject a Student that the School has proposed for participation in the program and may also immediately terminate a Student's participation in the program as provided in section I.A.3 of this Agreement.

VI. Compliance with Applicable Laws

The parties warrant that they will comply with all applicable federal, state and local laws. If any portion of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties under this Agreement shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. Minnesota law shall be used to construe and interpret this Agreement, without giving effect to the principles of conflict of laws. All court proceedings related to this Agreement shall be venued in the State of Minnesota, County of Dakota and each of the parties irrevocably submits to the exclusive jurisdiction of said court and waives any objection to venue or convenience of forum and agrees not to bring any proceeding related to this Agreement in any other jurisdiction.

VII. Non-Discrimination

Neither the School nor ISD 196 shall discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, membership or activity in a local human rights commission, disability, sexual orientation, gender identity, age, genetic information or veteran status.

XIV. Amendments

This Agreement may not be modified, amended, rescinded, canceled or waived in whole or in part, except by a written instrument signed by both parties or as provided in section V, Termination.

XV. Entire Agreement

This Agreement, including any appendices attached hereto and made a part hereof, constitutes and expresses the entire agreement and understanding between the parties relative to the services. This Agreement supersedes all other prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto execute this agreement as follows:

Educate Pathways

Date: 6/29/26 By: Erin Schiltgen
Official: Erin Schiltgen
Title: Executive Director

Independent School District No. 196

Date:_____ By:_____
Chairperson of the School Board

Date:_____ By:_____
Clerk of the School Board

VIII. State Audit

The books, records, documents, and accounting procedures and practices of the parties that are relevant to this Agreement or transaction are subject to examination by the School and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years.

IX. Costs

It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the program, except as expressly provided in this Agreement. The parties specifically agree that Students participating in the program is not entitled to or eligible for compensation of any kind as a result of their participation in the program.

X. Notices

Notices shall be sent to the appropriate party:

TO: University	**TO: ISD 196**
Attn: Erin Schiltgen	Attn: Joel Milteer, Director of Human Resources
Executive Director	3455 153rd Street West
1482 St. Croix Ave. #2, New Richmond, WI 54017	Rosemount, MN 55068
erin@educatepathways.com	Joel.Milteer@district196.org
715-246-6555 x103	651-423-7759

XI. Successors

All covenants, stipulations and promises in this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. The School does not have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of ISD 196. Any prohibited assignment will be null and void.

XII. Governing Law

This Agreement will be governed by and construed pursuant to the laws of the state of Minnesota.

XIII. Waivers

No failure on the part of either party to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof.

APPENDIX A
INDEPENDENT SCHOOL DISTRICT 196
Rosemount-Apple Valley-Eagan Public Schools
Educating our students to reach their full potential

Series Number **404.2AR** Adopted **December 1977** Revised **October 2023**

Title **Placement of Student Teachers and Interns**

1. **Definitions**

1.1 A student teacher is someone who is enrolled in an approved teacher preparation program and seeks to obtain classroom teaching experience as part of a university/college requirement for their teaching degree.

1.2 An intern is someone who has made substantial progress toward a degree in the education field such as a school counselor, school social worker or school psychologist and seeks to obtain practical experience as part of a university or college requirement for their degree or licensure program.

An intern also includes someone who has made substantial progress toward a degree in a field that provides support to students and school districts and requires practical experience for their degree or licensure program. Examples include, but are not limited to, nursing, food and nutrition, human resources, finance and technology.

Current employees who seek intern experiences within the district may not be covered by this regulation. Supervising administrators will make arrangements for such internship experiences on a case-by-case basis based on building, district and employee needs.

1.3 Cooperating employees include the teacher or other district employee who will be directly supervising the student teacher or intern.

2. **Process for placement of student teachers and interns**:

2.1 Placement discussions should be between the college or university and the cooperating employee and their supervisor.

2.2 When colleges or universities express interest in entering into an agreement for the placement of student teachers or interns, the college or university will be sent a copy of:

2.2.1 Administrative Regulation 404.2AR, Placement of Student Teachers and Interns;

2.2.2 A list of district schools, principals and directors (including mailing addresses and phone numbers); and

2.2.3 An agreement to be executed by the parties.

2.3 The principal or appropriate supervisor will provide notice of the student teacher or intern to his or her director and to the Director of Human Resources. Student teacher placement must be with a cooperating licensed teacher who has at least three years of teaching experience and is not in the improvement process.

2.4 The director of elementary, secondary or special education (as appropriate) may be contacted regarding problems and issues concerning student teacher or intern placements.

2.5 All student teachers and interns will receive an orientation conducted by the Human Resources Department unless school district administration, at its discretion, determines that such an orientation is not necessary due to the length of the placement.

3. **Honorariums or stipends** - The college or university may provide an honorarium or stipend to the cooperating employee. The honorarium or stipend may be paid directly to the cooperating employee or may be paid to District 196, to be added to the cooperating employee's salary by the district subject to withholding. The college or university shall provide documentation to the district of the amount of the honorarium or stipend, the name of the student teacher or intern and the name of the cooperating employee to receive the honorarium or stipend.

4. **Supervision of a student teacher or intern** – Students teachers or interns will be supervised by a fully qualified and full-time tenured teacher or supervisor with at least three years of experience and who are not in the improvement process.

5. **Criminal background check** - All student teachers and interns will undergo a criminal background check in accordance with District 196 policy unless school district administration, at its discretion, determines that a criminal background check is not necessary due to the length of the placement or the lack of direct contact with students of District 196.

6. **The School Board must approve all agreements** with colleges and universities attempting to place student teachers or interns in District 196.

References: - Minnesota Statute 122A.69, Practice or Student Teachers

APPENDIX B

AUTHORIZATION FOR THE EXCHANGE OF INFORMATION

I authorize employees and agents of my school, and employees and agents of Independent School District 196 ("ISD 196"), 3455 153rd Street West, Rosemount, MN 55068-4946 to exchange information regarding my participation and performance in the student teaching program. The purpose of this exchange of information is to allow the School and ISD 196 to plan for my participation in the student teacher program and to discuss issues relative to my placement and performance in the program. I agree that this authorization is willing and voluntary. I understand that this authorization automatically expires upon my completion of the program unless I revoke it prior to my completion of the program. I understand that if I revoke this authorization before my completion of the program, I may no longer be eligible to participate in the program.

Date: _____ _____

Student's Name

Rosemount • Apple Valley • Eagan
Public Schools

Educating, developing, and inspiring our students for lifelong success.

Meeting Date**: 07/13/2026** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Agreement for Clinical Experience with University of St. Thomas**

Presenter(s): **Joel Milteer** Title(s): **Director of Human Resources**

Background
In accordance with Administrative Regulation 404.2AR, Placement of Student Teachers and Interns, the School Board must approve student teacher agreements between the school district and the colleges and universities from which it receives student teachers/interns. The attached agreement with the University of St. Thomas follows the district's student teacher/intern contract guidelines.

Alternatives
1. Do not approve the agreement.
2. Suggest changes to the agreement.

Recommendation
Approve the agreement as presented.

Morrison Family College of Health | University of St. Thomas

Agreement Face Sheet

Counterparty Organization Name: Independent School District 196	**Date:** 06/17/2026
Counterparty Organization Address: Rosemount, MN	
Counterparty Contact Name: Brianna Hamre	**Counterparty Contact Email:** brianna.hamre@district196.org **Counterparty Contact Phone:** 651-423-7759
Contract Type: ☐ Routine ☒ Non-routine	
Agreement reviewed by UST Legal team	

UST Signatories	Name	Signature Date
Contract Manager	Amy Hedman-Robertson	Amy Hedman-Robertson 06/17/2026
Finance Director or Designee	Tracy Bach	Tracy Bach 06/17/2026
Academic Program Director/Chair	Paul Mellick	 06/18/2026
General Counsel * Only for non-routine	Peter Shaw	
Dean or Designee	MayKao Hang	MayKao Y. Hang 06/18/2026
Provost * Only for non-routine	Eddy Rojas	

AGREEMENT FOR CLINICAL EXPERIENCE

This Agreement is entered into between University of St. Thomas, 2115 Summit Ave, St. Paul, MN 55105, ("the School") and Independent School District 196, Rosemount, MN ("ISD 196"). This Agreement is based upon the parties' common goal of education and the wish of the parties to facilitate a relationship for the purpose of providing clinical educational experiences at ISD 196 sites for School's students.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Responsibilities of the Parties

A. Joint Responsibilities

1. The School and ISD 196 will each identify a person or persons responsible for liaison during the course of this Agreement. The appointment of liaisons shall be subject to mutual approval of the parties.

2. The persons responsible for the liaison will jointly plan for:
   - Selection, assignment and orientation of the student;
   - Periodic review and preparation of objectives for the clinical experience program ("program"); and
   - Evaluation of student performance in the program.

   Although the persons responsible for liaison will jointly plan for selection and assignment of the student, ISD 196 has final authority to determine whether a student may participate in the program and the ISD 196 site(s) to which the student is assigned.

   ISD 196 shall be under no obligation to accept a student under this Agreement.

3. The School has authority to withdraw, suspend or terminate a student from the program for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the student. ISD 196 may unilaterally suspend or terminate a student's participation in the program at ISD 196 site(s) for any reason. The ISD 196 liaison will consult the School liaison before suspending or terminating a student's participation, except where consultation is not reasonably possible under the circumstances.

4. The student is a participant in an educational program, and for purposes of this Agreement, shall not be considered an employee of either the ISD 196 or the School and neither party shall have responsibility for payment of workers compensation benefits to the student, nor shall the student be entitled or eligible to participate in any benefits or privileges given or extended to employees of ISD 196 or the School, except as otherwise required by law.

B. The School's Responsibilities

1. The School shall assume overall responsibility for the general educational experience of the student assigned to ISD 196 sites. That responsibility includes the following:
   - Determination of educational goals for the student;
   - Establishing a prerequisite criteria for placement of the student at ISD 196 which shall include a requirement that the student has made substantial progress toward their degree;
   - Determination of completion of the assignment;
   - On site supervision and evaluation as coordinated by the liaisons; and
   - Final evaluation of student performance.

Notwithstanding the School's responsibility to determine educational goals for the program, ISD 196 has full authority to prohibit the implementation of any goal that is not compatible with ISD 196 programs and practices or its professional responsibilities to ISD 196 pupils.

2. ISD 196 requires the student to undergo criminal/maltreatment background studies pursuant to Minn. Stat. § 123B.03 and 299C.60 et. seq. as a pre-requisite to participation in the program. The School must reimburse ISD 196 for the actual cost of the background study, although it may pass the cost to the individual student. The participating student must complete ISD 196's background study consent form and submit to a background study performed by ISD 196 or its agent.

3. The School certifies that its students have been instructed on the confidentiality of information related to pupils.

4. The School shall pay an honorarium or stipend for the placement of its student interns in the amount of $0 per student intern.
[Insert dollar amount]

C. ISD 196 Responsibilities

1. ISD 196 shall assume full responsibility for the care and welfare of its pupils. It is understood that individual pupil care and education is not controlled, supervised, or paid for by the School.

2. ISD 196 agrees to provide educational opportunities for the student in ISD 196 sites. In this regard, ISD 196 will provide the equipment, facilities, supplies and services necessary to meet the objectives of the program. Licensed ISD 196 employees will oversee the student and such employees will have full authority to restrict and set limits upon the conduct and actions of the student participating in the program.

3. ISD 196 agrees that it will not replace any of its employees nor fill any vacancies normally filled by an employee with the student assigned under this Agreement. The student shall not act as a substitute educational service provider.

4. ISD 196 agrees to provide the School with a current copy of its regulation and procedure with regard to student interns. Copies are attached as Appendix A.

5. ISD 196 may provide the student with an introductory orientation to ISD 196 if determined to be necessary by ISD 196. The Student will be required to adhere to the internal policies, regulations and procedures of ISD 196 and ISD 196 will communicate relevant policies, regulations and procedures to the student as appropriate and necessary, including ISD 196's regulation on student bullying.

II. Term

This Agreement shall be effective July 1, 2026 and shall remain in effect until June 30, 2027. It may be terminated as provided by this Agreement.

III. Insurance and Indemnity

The School shall carry insurance coverage to cover claims arising out of student participation in the program provided for in this Agreement. A certificate evidencing insurance shall be furnished to ISD 196 upon request. The School shall carry the following minimum insurance coverage in a form acceptable to ISD 196 at the School's expense during the term of this Agreement.

- General Liability Insurance, with limits of not less than $1,000,000 per occurrence and $3,000,000 aggregate, minimum.

The insurance coverage carried by the School under this Agreement must be provided by a financially solvent company licensed to do business in the United States of America. Said insurance will be primary and noncontributory notwithstanding any other insurance carried by ISD 196 and shall contain an endorsement that designates ISD 196 as an additional insured with respect to claims related to the program referenced in this Agreement.

IV. Data Privacy

The School agrees that the School will comply with, and will instruct all students participating in the program to comply with, the requirements of the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13 and the Federal Educational Rights and Privacy Act (FERPA), 20 USC 1232g with respect to data related to this Agreement. This provision includes the educational data of pupils in ISD 196 to the extent that the implementation of this Agreement requires students or the School to have access to such data.

The student participating in the program will be required to sign an authorization to allow the School and ISD 196 to exchange information about the student's participation and performance in the program. An authorization is attached as Appendix B.

V. Termination

This Agreement may be terminated by either party at any time upon providing thirty (30) days written notice. ISD 196 may also reject a student that the School has proposed for participation in the program and may also immediately terminate a student's participation in the program as provided in section I.A.3 of this Agreement.

VI. Compliance with Applicable Laws

The parties warrant that they will comply with all applicable federal, state and local laws. If any portion of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties under this Agreement shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. Minnesota law shall be used to construe and interpret this Agreement, without giving effect to the principles of conflict of laws. All court proceedings related to this Agreement shall be venued in the State of Minnesota, County of Dakota and each of the parties irrevocably submits to the exclusive jurisdiction of said court and waives any objection to venue or convenience of forum and agrees not to bring any proceeding related to this Agreement in any other jurisdiction.

VII. Non-Discrimination

Neither the School nor ISD 196 shall discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, membership or activity in a local human rights commission, disability, sexual orientation, gender identity, age, genetic information or veteran status.

VIII. State Audit

The books, records, documents, and accounting procedures and practices of the parties that are relevant to this Agreement or transaction are subject to examination by the School and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years.

IX. Costs

It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the program, except as expressly provided in this Agreement. The parties

specifically agree that the student participating in the program is not entitled to or eligible for compensation of any kind as a result of their participation in the program.

X. Successors

All covenants, stipulations and promises in this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. The School does not have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of ISD 196. Any prohibited assignment will be null and void.

XI. Governing Law

This Agreement will be governed by and construed pursuant to the laws of the state of Minnesota.

XII. Waivers

No failure on the part of either party to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof.

XII. Amendments

This Agreement may not be modified, amended, rescinded, canceled or waived in whole or in part, except by a written instrument signed by both parties or as provided in section V, Termination.

XIII. Entire Agreement

This Agreement, including any appendices attached hereto and made a part hereof, constitutes and expresses the entire agreement and understanding between the parties relative to the services. This Agreement supersedes all other prior between the parties.

IN WITNESS WHEREOF, the parties hereto execute this agreement as follows:

University of St. Thomas

Date: 06/18/2026 By: MayKao Y. Hang

Name: MayKao Hang
Title: VP and Founding Dean, Morrison Family College of Health

Independent School District No. 196

Date: _____ By: _____

Chairperson of the School Board

Date: _____ By: _____

Clerk of the School Board

APPENDIX A
INDEPENDENT SCHOOL DISTRICT 196
Rosemount-Apple Valley-Eagan Public Schools
Educating our students to reach their full potential

Series Number **404.2AR** Adopted **December 1977** Revised **October 2023**

Title **Placement of Student Teachers and Interns**

1. **Definitions**

1.1 A student teacher is someone who is enrolled in an approved teacher preparation program and seeks to obtain classroom teaching experience as part of a university/college requirement for their teaching degree.

1.2 An intern is someone who has made substantial progress toward a degree in the education field such as a school counselor, school social worker or school psychologist and seeks to obtain practical experience as part of a university or college requirement for their degree or licensure program.

An intern also includes someone who has made substantial progress toward a degree in a field that provides support to students and school districts and requires practical experience for their degree or licensure program. Examples include, but are not limited to, nursing, food and nutrition, human resources, finance and technology.

Current employees who seek intern experiences within the district may not be covered by this regulation. Supervising administrators will make arrangements for such internship experiences on a case-by-case basis based on building, district and employee needs.

1.3 Cooperating employees include the teacher or other district employee who will be directly supervising the student teacher or intern.

2. P**rocess for placement of student teachers and interns**:

2.1 Placement discussions should be between the college or university and the cooperating employee and their supervisor.

2.2 When colleges or universities express interest in entering into an agreement for the placement of student teachers or interns, the college or university will be sent a copy of:
2.2.1 Administrative Regulation 404.2AR, Placement of Student Teachers and Interns;

2.2.2 A list of district schools, principals and directors (including mailing addresses and phone numbers); and

2.2.3 An agreement to be executed by the parties.

2.3 The principal or appropriate supervisor will provide notice of the student teacher or intern to his or her director and to the Director of Human Resources. Student teacher placement must be with a cooperating licensed teacher who has at least three years of teaching experience and is not in the improvement process.

2.4 The director of elementary, secondary or special education (as appropriate) may be contacted regarding problems and issues concerning student teacher or intern placements.

2.5 All student teachers and interns will receive an orientation conducted by the Human Resources Department unless school district administration, at its discretion, determines that such an orientation is not necessary due to the length of the placement.

3. **Honorariums or stipends** - The college or university may provide an honorarium or stipend to the cooperating employee. The honorarium or stipend may be paid directly to the cooperating employee or may be paid to District 196, to be added to the cooperating employee's salary by the district subject to withholding. The college or university shall provide documentation to the district of the amount of the honorarium or stipend, the name of the student teacher or intern and the name of the cooperating employee to receive the honorarium or stipend.

4. **Supervision of a student teacher or intern** – Students teachers or interns will be supervised by a fully qualified and full-time tenured teacher or supervisor with at least three years of experience and who are not in the improvement process.

5. **Criminal background check** - All student teachers and interns will undergo a criminal background check in accordance with District 196 policy unless school district administration, at its discretion, determines that a criminal background check is not necessary due to the length of the placement or the lack of direct contact with students of District 196.

6. **The School Board must approve all agreements** with colleges and universities attempting to place student teachers or interns in District 196.

References: - Minnesota Statute 122A.69, Practice or Student Teachers

APPENDIX B

AUTHORIZATION FOR THE EXCHANGE OF INFORMATION

I authorize employees and agents of my school, and employees and agents of Independent School District 196 ("ISD 196"), 3455 153rd Street West, Rosemount, MN 55068-4946 to exchange information regarding my participation and performance in the clinical experience program. The purpose of this exchange of information is to allow the School and ISD 196 to plan for my participation in the program and to discuss issues relative to my placement and performance in the program. I agree that this authorization is willing and voluntary. I understand that this authorization automatically expires upon my completion of the program unless I revoke it prior to my completion of the program. I understand that if I revoke this authorization before my completion of the program, I may no longer be eligible to participate in the program.

Date: _____ _____

Student's Name

Rosemount • Apple Valley • Eagan
Public Schools

Educating, developing, and inspiring our students for lifelong success.

Meeting Date: **07/13/2026** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Activity Centers Audio and Video Solutions**

Presenter(s): **Christopher Onyango-Robshaw**
Carol Hauschild

Title(s): **Director of Finance and Operations**
Coordinator of Project Mgmt. and Purchasing

Background
The district issued a Request for Bids (RFB) for the Activity Center Audio and Video Solution for the new activity centers at Apple Valley, Eagan, Eastview, and Rosemount high schools.

Because this project involves a highly integrated and technical audio/video system that district staff will operate and support for many years, the district used a best-value procurement process that evaluated both qualifications and cost, rather than selecting the lowest-priced proposal. An evaluation committee composed of district-wide technology staff assessed proposals based on technical approach and system functionality, demonstrations/interviews, experience on similar K-12 projects, references, past performance, and cost.

Four proposals were received:

Vendor	Base Proposal
Collins Electric	$1,026,606.00
Bluum	$1,137,445.81
AVSI	$1,591,354.43
Kode Blu	$2,023,639.46

Following the evaluation process, including demonstrations by the two highest-ranked firms, AVSI received the highest overall score and was determined to provide the best overall value to the district based on its technical solution, functionality, and long-term supportability, which included a five-year warranty.

Administration recommends awarding the contract to AVSI in the amount of $1,591,354.43. Funding is provided through the voter-approved 2023 Building Our Future bond program.

Alternatives
Reject the administration's recommendation.

Recommendation
Authorize the administration to enter into a contract with AVSI for the Audio and Sound solutions for our new activity centers.

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Meeting Date: **7/13/2026** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Refrigerated Freight Truck**

Presenter(s): **Christopher Onyango-Robshaw**
Carol Hauschild

Title(s): **Director of Finance and Operations**
Coordinator of Project Mgmt. and Purchasing

Background
The district needs to purchase a refrigerated freight truck used by the warehouse and distribution center to transport frozen, refrigerated, and dry food products to schools throughout the district. This vehicle is critical to supporting daily meal service by ensuring food is delivered safely and efficiently while maintaining required food safety standards. This truck purchase was planned for summer 2026 and approved as part of the Capital Expenditure Budget in April 2026.

The vehicle will be purchased from North Central International, LLC through the Sourcewell cooperative purchasing program (Contract #032824-NVS), which provides competitively solicited pricing and allows the district to obtain best value while streamlining the procurement process.

Administration recommends purchasing the refrigerated freight truck from North Central International, LLC in the amount of $230,781.57. The purchase will be funded entirely through the Food and Nutrition Services budget.

Alternatives
Reject the administration's recommendation.

Recommendation
Authorize the administration to purchase a refrigerated freight truck from North Central International, LLC through Sourcewell Contract #032824-NVS in the amount of $230,781.57, using Food and Nutrition Services funds.

Rosemount • Apple Valley • Eagan
Public Schools

Educating, developing, and inspiring our students for lifelong success.

Meeting Date: **07/13/2026** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Continuation and Upgrade of Nutrition Services Software**

Presenter(s): **Spencer Fischer** Title(s): **Coordinator of Nutrition Services**

Background
District 196 Nutrition Services is proposing the continuation and upgrading of the nutrition services software by joining the TIPS-USA cooperative purchasing vehicle under Contract #260402 (Food Service Management Tools) to execute a five-year Software as a Service (SaaS) agreement with PCS Revenue Control Systems, Inc. Joining the TIPS-USA cooperative purchasing vehicle satisfies District 196's bidding requirements for this $243,000 contract, allowing the district to efficiently procure and modernize its K-12 cafeteria technology. Transitioning to a five-year SaaS subscription model ensures long-term budget predictability with fixed annual operational costs, automatic cloud security updates, and ongoing technical support.

The upgraded software suite integrates the following critical district operations:

- **Front-of-House (FOH) Central Site / ApplyNOW:** Streamlines daily cafeteria line operations via Central WebPOS, processes Free & Reduced meal applications, features a secure parent portal for student meal account management, and offers an automated collections assistant. This module includes unlimited lines/users alongside dedicated FOH training and implementation.
- **Back-of-House (BOH) TrakNOW Site:** Automates administrative nutrition operations, including complete menu planning and USDA compliance production tracking, ordering and inventory control, online digital menus, and physical school cafeteria menu boards.

Approval of this proposal will authorize the district to leverage the TIPS-USA vehicle to secure this five-year SaaS agreement, ensuring a modern, compliant, and fiscally stable technology infrastructure for school nutrition.

Alternatives
1. Do not approve proposal.
2. Suggest changes to the proposal.

Recommendation
Approve the attached proposal as presented.

PCS Technology Feeding the Future

Price Proposal

Customer Number	144	Proposal Number	2500048	Prepared By **Linda Garza**	Date **6/23/2026**
Email **lindag@pcsrcs.com**				Phone **800-247-3061 x1170**	

District Name **Rosemount-Apple Valley ISD 196** Contact Number: **(651) 683-6956**

Customer Contact Name **Spencer Fischer** Contact Extension:

Contact Email: **spencer.fischer@district196.org**

Billing Address **4187 Braddock Trail** **Food & Nutrition Services** City **Eagan** State **Minnesota** Zip Code **55123**

Shipping Address **4187 Braddock Trail** **Food & Nutrition Services** Click if shipping address is same as billing City **Eagan** State **Minnesota** Zip Code **55123**

Product ID	Product Family	Item Description	Qty	Unit Price	Total
FBHA05	FOH+BOH	Central/ApplyNOW and TrakNOW Bundle - SaaS (5 Year Term)	27	1,650.00	44,550.00
		Includes: Central WebPOS, Parent Portal, Unlimited Lines and Users, Collections Assistant, Applications, TrakNOW Menu Planning and Production, Ordering and Inventory, On-Line Menus, Menu Boards			
FOHA05	FOH	FOH Central Site / ApplyNOW - SaaS (5 Year Term)	3	850.00	2,550.00
		Includes: Central WebPOS, Parent Portal, Unlimited Lines and Users, Collections Assistant, Applications			
FOHT01	FOH	FOH Central Training and Implementation	1	3,500.00	3,500.00
BOH05	BOH	BOH TrakNOW Site - SaaS (5 Year Term)	1	800.00	800.00
		Includes: Menu Planning and Production, Ordering and Inventory, On-Line Menus, Menu Boards			

Solomon Halpern
06/23/2026, 4:40:13 PM

Notes:
Thank you for considering PCS Central TIPS #260402

Software:	**$47,900.00**
Hardware:	**$0.00**
Services:	**$3,500.00**
Shipping:	**$0.00**
Discount:	**$0.00**
First Year Price:	**$51,400.00**
Annual Price:	**$47,900.00**

This proposal is for a five (5) year contract unless otherwise noted.

X _____ _____

Print and sign here to accept this proposal PO number if applicable

Proposal is valid for 30 days.

PCS Revenue Control Systems
560 Sylvan Ave. Englewood Cliffs, NJ 07632
800-247-3061 •www.pcsrcs.com •info@pcsrcs.com
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SaaS Service Agreement

By signing this proposal, the Client acknowledges and agrees to enter into a firm, binding five (5)-year SaaS agreement intended to ensure pricing stability and continuity of services. This agreement constitutes a non-cancelable financial obligation for the full duration of the term.

In the event that the Client terminates, cancels, or otherwise discontinues services for any reason prior to the expiration of the agreement, all remaining fees for the balanceof the term shall become immediatlydue and payable in full.

Data Retention

Data retention periods are defined by the product lines as follows:

- **Front of the House:** We retain three (3) years of historical data plus the current year. If additional data retention is required beyond this period, please contact your Account Manager to discuss available options.

- **Back of the House:** We retain five (5) years of historical data. At this time, there is no option to extend the retention period beyond five years.

If the client chooses to discontinue services with PCS, an annual fee will apply for continued data maintenance and retention

Enter your full name here:

Signature

TIPS VENDOR AGREEMENT

TIPS RFP 260402 Food Service Management Tools (Including Software)

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

PCS Revenue Control Systems

(ENTER ENTITY NAME)

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2026, but extended negotiations delay award until June 27, 2026 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2026 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2026, but extended negotiations delay award until June 27, 2026 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2026 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2029 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2029, then the one-year renewal is effective from May 31, 2029 to May 31, 2030.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN**

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS.** APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees that any logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("Vendor Property") approved or provided by Vendor for TIPS' use are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to allow TIPS use of Vendor Property. Vendor permits TIPS to use their name and logo to identify Vendor as a TIPS Awarded Vendor on the TIPS website only. All other use of Vendor's Property by TIPS shall require prior written Vendor approval. Any Vendor use of TIPS' logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("TIPS Property") or reference to TIPS in marketing outreach requires Vendor to obtain prior written authorization from marketing@tips-usa.com which will not be unreasonably withheld. Vendor must execute a TIPS Marketing Waiver before specific, written authorization will be granted. For any marketing

outreach taken by Vendor without proper TIPS' authorization and execution of the TIPS Marketing Waiver, **Vendor shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving:**

i. **Infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', authorized resellers', subcontractors', or invitees') unauthorized use or distribution of Vendor Property.**
ii. **Violations of privacy and data laws; and**
iii. **Unauthorized use or distribution of TIPS Property.**

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.pr

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 260402 Food Service Management Tools (Including Software)

Vendor Name: PCS Revenue Control Systems

Vendor Address: 560 Sylvan Ave

City: Englewood Cliffs State: NJ Zip Code: 07632

Vendor Authorized Signatory Name: Solomon Halpern

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Phone: 800-247-3061

Vendor Authorized Signatory Email: solomon@pcsrcs.com

Vendor Authorized Signature: Solomon Halpern Date: 5/27/2026

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 06/19/2026



260402

PCS Revenue Control Systems, Inc.

Supplier Response

Event Information

Number: 260402
Title: Food Service Management Tools (Including Software)
Type: Request for Proposal
Issue Date: 4/2/2026
Deadline: 5/15/2026 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU ARE OFFERING FOOD SERVICE EQUIPMENT, CHEMICALS, OR SUPPLIES, PLEASE INSTEAD SEE OTHER POSTED SOLICITATION "260401 FOOD SERVICE EQUIPMENT, CHEMICALS, SUPPLIES, AND SERVICES."

IF YOU CURRENTLY HOLD TIPS CONTRACT 230402 FOOD SERVICE MANAGEMENT TOOLS (INCLUDING SOFTWARE) ("230402"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR FOOD SERVICE MANAGEMENT OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR

EXPIRING TIPS CONTRACT 230402.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 230402 WHICH COVERS ALL OF YOUR FOOD SERVICE MANAGEMENT OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

PCS Revenue Control Systems, Inc. Information

Address: 560 Sylvan Avenue
Englewood Cliffs, NJ 07632
Phone: (201) 568-8300
Fax: (201) 568-8381
Toll Free: (800) 247-3061
Web Address: www.pcsrcs.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Solomon Halpern
Signature

solomon@pcsrcs.com
Email

Submitted at 5/8/2026 08:33:05 AM (CT)

Requested Attachments

Certificates & Licenses (Supplemental Vendor Information Only) — *No response*

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Pricing Form 2 — 260402 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 1 — 260402 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Supplemental Vendor Information (Supplemental Vendor Information Only) — Product Catalog.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Required Confidentiality Claim Form — 260402 Required Confidentiality Claim Form (1).pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Vendor Agreement — 260402 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Current Form W-9 — W9.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Alternate or Supplemental Pricing Documents — *No response*

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

(3) Required Customer Reference Letters

Reference Letters File.pdf

Vendor is required to upload three Customer Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12-months preceding the date on which the solicitation was posted) from its customers verifying Vendor's customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer. TIPS Reference Forms from past bids will no longer be accepted.

Conflict of Interest Questionnaire - Form CIQ

Conflict of Interest Questionnaire - Form CIQ (2).pdf

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Vendor Logo (Supplemental Vendor Information Only)

pcs logo (002).png

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Agreement Signature Form

260402 Vendor Agreement Signature Form (1).pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

Disclosure of Lobbying Activities - Standard Form - LLL (1).pdf

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

K-12 Child Nutrition Cafeteria Software & Hardware

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Linda Garza

7 Primary Contact Title

Primary Contact Title

Region al Sales Director

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

lindag@pcsrcs.com

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8002473061

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2105698381

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

6404449293

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

David Smith

13 **Secondary Contact Title**

Secondary Contact Title

Document Manager

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

dsmith@pcsrcs.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8002473061

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2105698381

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Terri Moreno

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

terri@pcsrcs.com

20	**Administration Fee Contact Phone** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). 8002473061
21	**Purchase Order and Sales Contact Name** Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract. Linda Garza
22	**Purchase Order and Sales Contact Email** Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact. lindag@pcsrcs.com
23	**Purchase Order and Sales Contact Phone** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). 8002473061
24	**Company Website** Company Website (Format - www.company.com) www.pcsrcs.com
25	**Entity D/B/A's and Assumed Names** You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9. In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award. *No response*
26	**Primary Address** Primary Address 560 Sylvan Ave
27	**Primary Address City** Primary Address City Englewood Cliffs
28	**Primary Address State** Primary Address State (2 Digit Abbreviation) NJ
29	**Primary Address Zip** Primary Address Zip 07632

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Parent Portal; Free & Reduced Applications; CEP Applications; Point of Sale; Menu Planning; Production Records; Cafeteria Inventory; Cafeteria Ordering; Menus, Online Menus; Display Menus

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Englewood Cliffs

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

NJ

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

34

35 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

10%

37 Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38 Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

No

39 **"Catalog Pricing" and Pricing Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40 **EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

4.1	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.
4.2	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
4.3	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;
45	**Prohibition of Vendor Conflict of Interest (Tex. Edu. Code § 11.067)** **This is a requirement of the TIPS Contract and is non-negotiable.** "Substantial Interest", as used in this attribute, is defined in Tex. Edu. Code § 11.067(b). By submission of this proposal, the Vendor certifies that at the time of proposal submission, no individual serving on the Region 8 ESC Board of Trustees: (1) Has a substantial interest in the Vendor, or (2) Is related by the second degree by consanguinity or affinity (as determined under Chapter 573, Government Code) to an individual with a substantial interest in the Vendor. Vendor further certifies that it shall not enter a contract with a Texas school district TIPS Member under this TIPS Contract if an individual serving on that TIPS Member's Board of Trustees: (1) Has a substantial interest in the Vendor, or (2) Is related by the second degree by consanguinity or affinity (as determined under Chapter 573, Government Code) to an individual with a substantial interest in the Vendor.
46	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

47	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.
48	**Required Confidentiality Claim Form** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form. If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.
49	**Non-Discrimination Statement and Certification** **This is a requirement of the TIPS Contract and is non-negotiable.** In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs). Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments. ☑ Yes, I certify

50 Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree

51 Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

52 No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

53	**Payment Terms and Funding Out Clause** **This is a requirement of the TIPS Contract and is non-negotiable.** Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member. Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body. Does Vendor agree? ☑ Yes, Vendor agrees
54	**Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)** Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Does Vendor certify? Yes, Vendor certifies
55	**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes. When applicable, does Vendor certify? Yes, Vendor certifies

56 Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

57 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When applicable, does Vendor certify?

Yes, Vendor certifies

58 **Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

59 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

60 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

61 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

62 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

63	**Conflict of Interest Questionnaire Requirement - Form CIQ - Continued** If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." Have you uploaded this form if applicable? Not Applicable
64	**Upload of Current W-9 Required** Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.
65	**Regulatory Good Standing Certification** Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations? If Vendor selects "No", Vendor must provide explanation on the following attribute question. Yes, Vendor certifies
66	**Regulatory Good Standing Certification - Explanation - Continued** If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration. *No response*

67	**Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

68 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

69 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

70 **Certification Regarding "Choice of Law" Terms with TIPS Members**

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

71 **Certification Regarding "Venue" Terms with TIPS Members**

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

72 **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

73	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
74	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
75	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications. Specifically, if Vendor utilizes the Cost-Plus Markup method anywhere in its proposal, Vendor cannot and will not be listed as federally compliant for TIPS purposes unless Vendor also certifies "Yes" in response to the Attribute entitled, "2 CFR Part 200 - Prohibition of Cost- Plus."

76 **2 CFR Part 200 or Federal Provision - Prohibition of Cost Plus**

Contracts paid with federal funds which exceed the simplified acquisition threshold currently set at $250,000 (2 CFR 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, may not utilize a cost plus percentage of cost and percentage of cost method of contract pricing. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members for a TIPS Sale resulting from this procurement process which exceeds the simplified acquisition threshold, Vendor shall not utilize a cost plus a percentage of cost and percentage of cost method of contract pricing for that expenditure. If Vendor fails to certify and proposes a Cost Plus Markup Method of pricing anywhere in their proposal, Vendor will **not** be listed as federally/EDGAR compliant for TIPS purposes.

Does Vendor certify?

Yes, Vendor agrees.

77 **2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

78 **2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes, Vendor agrees

79 **2 CFR Part 200 or Federal Provision - Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes, Vendor agrees

80

2 CFR Part 200 or Federal Provision - Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.
Does vendor agree?

Yes, Vendor agrees

81

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

82	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. **The undersigned certifies, to the best of his or her knowledge and belief, that:** (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. Does Vendor certify that it has NOT lobbied as described herein? Yes, Vendor certifies - NO Reportable Lobbying
83	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.
84	**2 CFR Part 200 or Federal Provision - Federal Rule** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify compliance? Yes, Vendor certifies

85	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes, Vendor certifies
86	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes, Vendor certifies

87 **2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions**

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

88 **2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

89

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

90

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

91

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

92 **2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

93 **2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

94 **2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

95	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes, Vendor certifies
96	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes, Vendor certifies
97	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes, Vendor certifies
98	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. NO

99 **2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

No response

100 **ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

McCamey Independent School District

P O Box 1069
McCamey, Texas 79752
(432) 652-3666 ext 302
Fax (432) 652-4219

May 3, 2026

Re: Reference Letter for PCS Revenue Control Systems

To Whom It May Concern:

Please accept this reference letter for PCS Revenue Control Systems who has provided goods and services to our district. The vendor has provided child nutrition software and hardware to our district for several years. We understand that they have submitted a proposal to Education Service Center 8 and the TIPS Cooperative.

McCamey ISD is a current customer of PCS Revenue Control Systems. They have performed satisfactorily, and we would do business with them again. As a customer of PCS Revenue Control Systems, we would highly recommend them to TIPS public entities and non-profit members.

Thank you,

Erica Renteria

Erica Renteria

Pampa Independent School District
Child Nutrition Department

May 7, 2026

Re: Reference Letter for PCS Revenue Control Systems

To Whom It May Concern:

Please accept this reference letter for PCS Revenue Control Systems who has provided goods and services to our district. The vendor has provided child nutrition software and hardware to our district since 1994. We understand that they have submitted a proposal to Education Service Center 8 and the TIPS Cooperative.

Pampa ISD is a current customer of PCS Revenue Control Systems. They have performed satisfactorily, and we would do business with them again. As a customer of PCS Revenue Control Systems, we would highly recommend them to TIPS public entity and non-profit members.

Thank you,

Rebel Fulton

Pampa Independent School District • Child Nutrition Department • 1233 N. Hobart • Pampa, Texas 79065
806-669-4718 • fax: 806-669-4909 • www.pampaisd.net
Pampa ISD does not discriminate on the basis of race, color, national origin, sex, disability, or age
El Distrito de la Escuela Independiente de Pampa (PISD) no discrimina en base a raza, color, origen nacional, sexo, discapacidad, o edad

KAUFMAN
INDEPENDENT SCHOOL DISTRICT
PREPARATION • PURPOSE • PRIDE

1000 South Houston Street
Kaufman, Texas 75142
www.kaufmanisd.net
972.932.2622

Dr. Joshua Garcia, Superintendent
Dr. Jeff Roberts, Assistant Superintendent
Amy Keith, Assistant Superintendent
Grant Miller, Chief of Finance and Operations

May 5, 2026

Kaufman ISD
1000 S. Houston St.
Kaufman, TX 75142

Re: Reference Letter for PCS Revenue Control Systems

To Whom It May Concern:

Please accept this reference letter for PCS Revenue Control Systems who has provided goods and services to our district. The vendor has provided child nutrition software and hardware to our district since 1994. We understand that they have submitted a proposal to Education Service Center 8 and the TIPS Cooperative.

Kaufman ISD is a current customer of PCS Revenue Control Systems. They have performed satisfactorily, and we would do business with them again. As a customer of PCS Revenue Control Systems, we would highly recommend them to TIPS public entity and non-profit members.

Thank you,

Vonda Jones

Vonda Jones
KISD Child Nutrition Liaison

TIPS CONTRACT 260402

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: PCS Revenue Control Systems

Vendor Authorized Signatory Name: Solomon Halpern

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Email: solomon@pcsrcs.com

Vendor Address: 560 Sylvan Ave

City: Englewood Cliffs State: NJ Zip Code: 07632

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: 2

Authorized Signature: Solomon Halpern

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: _____

Rosemount • Apple Valley • Eagan
Public Schools

Educating, developing, and inspiring our students for lifelong success.

Meeting Date: **07/13/2026** Place on Agenda: **Consent** Action Requested: **Approve**

Topic: **Secondary Literacy Intervention Curriculum: Read 180**

Presenter(s): **Sarah Samaraka** Title(s): **Intervention Specialist**

Background
District 196 intends to enter into a one-year contract with HMH Education Company (Houghton Mifflin Harcourt Publishing Company) for its literacy intervention curriculum and platform that we will use to provide intervention for students in grades 6 through 10 during the 2026-2027 school year. The Minnesota READ Act requires districts to provide evidence-based reading instruction and targeted interventions for students who are not reading at grade level, including students in grades 6 through 10. Read 180 is an evidence-based literacy intervention designed for students in grades 6 through 10 who need additional support in foundational reading skills, fluency, vocabulary, comprehension, and writing.

The Board previously approved a budget of $231,000 based on projected participation. After selecting the intervention curriculum and identifying students eligible for services under the Minnesota READ Act, the district determined that additional students require intervention. As a result, the contract amount is increasing to $375,239.74. The purchase will be funded through the Minnesota READ Act funds.

Alternatives
1. Do not approve the contract.
2. Suggest a different evidence-based literacy intervention curriculum.

Recommendation
Award the contract to HMH Education Company in the amount of $375,239.74 and authorize the superintendent or director of finance and operations to finalize contract language and execute the agreement on behalf of the district.

Rosemount • Apple Valley • Eagan
Public Schools

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Meeting Date: **07/13/2026** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **Acquisition Settlement Agreement for Permanent and Temporary Easements**

Presenter(s): **Adam Wattenbarger** Title(s): **General Counsel**
Christopher Onyango-Robshaw **Director of Finance and Operations**

Background
Dakota County and District 196 have reached a negotiated settlement regarding the County's acquisition of permanent and temporary highway easements at the new Rosemount Middle School site. This agreement establishes total damages and compensation to be paid in the amount of $26,900 to District 196 for the acquisition required for highway improvement purposes.

Alternatives
1. Suggest changes to the resolution.
2. Do not authorize the conveyance of property.

Recommendation
Approve the resolution to accept the offer from Dakota County in the amount of $26,900 and authorize the chairperson and clerk to execute the necessary conveyance documents.

ACQUISITION SETTLEMENT AGREEMENT

WHEREAS, County of Dakota ("County"), a political subdivision of the State of Minnesota, and Independent School District 196, a Minnesota public school district ("Owner"), the fee owner(s) of certain real property located in Dakota County (together the "Parties"), have reached this negotiated agreement ("Agreement") as to the total damages for the acquisition of certain easements described per Exhibit A (the "Acquisition").

Now, therefore, upon approval of the Dakota County Board of Commissioners or the County Manager pursuant to County policy, the parties hereby agree to settle the above referenced matter upon the following terms and conditions:

1. Owner hereby agrees to accept the sum of Twenty-Six Thousand Nine Hundred and 00/100 ($26,900) Dollars (the "Acquisition Amount") as full and final payment for the Acquisition, and hereby waives any and all claims arising from the Acquisition, any activities performed thereon in the ordinary course of its intended use, and its effect, if any, on the remaining lands.

2. The County shall issue the Acquisition Amount to the Owner by check payable to the Owner subject to final approval of this Agreement by the County Board of Commissioners or the County manager, whichever is required by County policy, and receiving a release, consent and/or compensation disbursement agreement to the acquisition from any and all interest holder(s) of record for the parcel(s). If a disbursement agreement agreed to between the Owner and an interest holder provides for an allocation of the Acquisition Amount that is different from this Agreement, the disbursement agreement shall control the allocation of the Acquisition Amount and issuance of the payment to the Owner.

3. If the County does not obtain a release, consent and/or compensation disbursement agreement from one or more interest holders of record, the County will proceed

with an eminent domain action. The Owner waives any objection to and shall cooperate in said action to resolve any interest holder's claims to compensation for the Acquisition. The County will dismiss the condemnation action against the parcel(s) if all interest holders' claims are resolved prior to the transfer of title and possession by eminent domain. The Owner stipulates to, and the County will dismiss, the condemnation action against the Owner and any other respondents in interest to the parcel(s) if all interest holders' claims are resolved subsequent to the transfer of title and possession by eminent domain. The Parties agree that if a condemnation commissioners' hearing is required to resolve an interest holder's claim, the Parties will jointly present the Acquisition Amount as the agreed upon settlement for the Acquisition by stipulation to the commissioner panel. The Owner shall not contest or appeal this Agreement, any commissioners' report of award consistent with the terms herein, or any Final Certificate that may be filed in this matter.

4. Upon execution of this Agreement, the Owner agrees to execute and deliver to County the documents necessary to complete this transaction attached hereto in the Appendix this Agreement (the "Acquisition Documents"). Upon receipt of the executed Acquisition Documents, the County will review for accuracy and record, as necessary, with the Dakota County Recorder/Registrar of Titles. Upon successful recordation, the County shall process payment of the Acquisition Amount. In the event of a clerical error, Owner agrees to cooperate in correcting the error including but not limited to resigning all documents or additional documents.

5. The persons signing this Agreement represent and warrant that it is their intent to bind themselves and/or their respective principal(s) to the terms and conditions set forth herein, that the persons signing in their representative capacity have been authorized to bind their respective principal(s) to such terms, and that it is the respective principal's intent to be

so bound to this Agreement.

OWNER

By: _____ Dated: _____
(signature)

Name: Cory Johnson
(printed name)

Its: Chairperson
(title)

By: _____ Dated: _____
(signature)

Name: Robin Cerio
(printed name)

Its: Clerk
(title)

COUNTY OF DAKOTA

By: _____ Dated: _____
Susan Christiansen

EXHIBIT A

Legal description of permanent easement to be acquired for highway purposes:

A permanent easement for highway purposes over part of Outlot A, Rosemount School District Fifth Addition, according to the recorded plat thereof, Dakota County, Minnesota, said easement lies westerly of the following described line:

Commencing at the northwest corner of said Outlot A; thence North 75 degrees 17 minutes 30 seconds East assumed bearing along the north line of said Outlot A a distance of 27.48 feet to the point of beginning of the line to be described; thence South 30 degrees 22 minutes 30 seconds West a distance of 33.01 feet; thence South 00 degrees 17 minutes 30 seconds West a distance of 68.85 feet; thence South 00 degrees 11 minutes 04 seconds West a distance of 326.13 feet; thence South 03 degrees 22 minutes 16 seconds West a distance of 179.89 feet to the west line of said Outlot A and said line there terminating.

Said easement area contains approximately 5,275 square feet.

Legal description of temporary easement to be acquired for construction purposes:

A temporary easement for highway purposes over part of Outlot A, Rosemount School District Fifth Addition, according to the recorded plat thereof, Dakota County, Minnesota, said temporary easement lies westerly and northerly of the following described line:

Commencing at the northwest corner of said Outlot A; thence North 75 degrees 17 minutes 30 seconds East assumed bearing along the north line of said Outlot A a distance of 34.56 feet to the point of beginning of the line to be described; thence South 30 degrees 22 minutes 30 seconds West a distance of 22.71 feet; thence South 00 degrees 17 minutes 30 seconds West a distance of 79.50 feet; thence South 00 degrees 11 minutes 04 seconds West a distance of 326.20 feet; thence South 03 degrees 22 minutes 16 seconds West a distance of 180.55 feet; thence North 86 degrees 37 minutes 44 seconds West a distance of 11.98 feet to the west line of said Outlot A and said line there terminating EXCEPTING from said temporary easement that part of said Outlot A taken as permanent highway easement as part of this same project.

Said temporary easement contains approximately 7,103 square feet.

APPENDIX

ACQUISITION DOCUMENT(S)

- Permanent Highway
- Temporary Construction
- W-9
- Authorization to Release Information, if applicable
- Consent of Lien Holder, if applicable

HIGHWAY EASEMENT

County Project No. 42-179/42-180 Parcel No. 11

County Road No. 42 PID 34-64668-00-010

FOR VALUABLE CONSIDERATION, Independent School District 196, a Minnesota public school district ("Grantor"), in consideration of the sum of One Dollar ($1.00) and other valuable consideration hereby conveys to COUNTY OF DAKOTA, a political subdivision under the laws of Minnesota ("Grantee"), its successors and assigns, a permanent easement for highway purposes, together with the unrestricted right to improve the same, within, over, under and across the following described easement area in Dakota County, Minnesota:

See attached "Exhibit A"

And Grantor hereby conveys to Grantee all structures, trees, shrubs, grass, aggregate, herbage or other materials now existing on or under said lands or that may be hereafter planted, grown or deposited thereon.

-Intentionally Blank-

Date: _____
month/day/year

Grantor:

Independent School District 196
(Name of Grantor)

By: _____
(signature)

Its: Chairperson
(type of authority)

By: _____
(signature)

Its: Clerk
(type of authority)

State of _____)
) SS
County of _____)

This instrument was acknowledged before me on _____, by _____
(month/day/year)

_____ as _____
(name of authorized signer) *(type of authority)*

and by _____
(name of authorized signer)

as _____ of Independent School District 196, a Minnesota public school district.
(type of authority) *(name of grantor)*

_____
(signature of notarial officer)

Title (and Rank): _____

My Commission expires: _____
(month/day/year)

This Instrument Drafted by & Return to:

Dakota County Physical Development Administration
Real Estate Office
Susan Christiansen
14955 Galaxie Avenue
Apple Valley, MN 55124

Exempt from filing or recording fees pursuant to Minnesota Statute § 386.77.

Exhibit A

A permanent easement for highway purposes over part of Outlot A, Rosemount School District Fifth Addition, according to the recorded plat thereof, Dakota County, Minnesota, said easement lies westerly of the following described line:

Commencing at the northwest corner of said Outlot A; thence North 75 degrees 17 minutes 30 seconds East assumed bearing along the north line of said Outlot A a distance of 27.48 feet to the point of beginning of the line to be described; thence South 30 degrees 22 minutes 30 seconds West a distance of 33.01 feet; thence South 00 degrees 17 minutes 30 seconds West a distance of 68.85 feet; thence South 00 degrees 11 minutes 04 seconds West a distance of 326.13 feet; thence South 03 degrees 22 minutes 16 seconds West a distance of 179.89 feet to the west line of said Outlot A and said line there terminating.

Said easement area contains approximately 5,275 square feet.

TEMPORARY EASEMENT

County Project No. 42-179/42-180 Parcel No. 11

County Road No. 42 PID 34-64668-00-010

FOR VALUABLE CONSIDERATION, Independent School District 196, a Minnesota public school district ("Grantor"), in consideration of the sum of One Dollar ($1.00) and other valuable consideration hereby conveys to COUNTY OF DAKOTA, a political subdivision under the laws of Minnesota ("Grantee"), its successors and assigns, a temporary easement for construction purposes within, over, under and across the following described easement area in Dakota County, Minnesota:

See attached "Exhibit A"

The temporary easement conveyed herein includes the right of the Grantee, its contractors, agents, employees, successors and assigns, to enter upon the described easement areas at all reasonable times for the purposes of construction, grading, sloping and restoration, and all purposes ancillary thereto; to remove trees, shrubs or other vegetation in the easement area; to deposit or remove grasses and earthen materials and re-grade the surface of the land; to alter or remove existing improvements; to replace grasses and earthen materials with like kind materials; to move, store, and remove equipment and supplies within the easement area as necessary and incident to the safe construction of the project improvements.

This easement shall be effective from December 28, 2026 through December 27, 2028.

Date: _____
month/day/year

Grantor: Independent School District 196

_____

By: _____
(signature)

Its: Chairperson
(type of authority)

By: _____
(signature)

Its: Clerk
(type of authority)

State of _____)
) SS
County of _____)

This instrument was acknowledged before me on _____, by _____
(month/day/year)

_____ as _____
(name of authorized signer) *(type of authority)*

and by _____
(name of authorized signer)

as _____ of Independent School District 196, a Minnesota public school
(type of authority) *(name of grantor)*

district.

_____
(signature of notarial officer)

Title (and Rank): _____

My Commission expires: _____
(month/day/year)

This Instrument Drafted by & Return to:

Dakota County Physical Development Administration
Real Estate Office
Susan Christiansen
14955 Galaxie Avenue
Apple Valley, MN 55124

Exempt from filing or recording fees pursuant to Minnesota Statute § 386.77.

Exhibit A

A temporary easement for highway purposes over part of Outlot A, Rosemount School District Fifth Addition, according to the recorded plat thereof, Dakota County, Minnesota, said temporary easement lies westerly and northerly of the following described line:

Commencing at the northwest corner of said Outlot A; thence North 75 degrees 17 minutes 30 seconds East assumed bearing along the north line of said Outlot A a distance of 34.56 feet to the point of beginning of the line to be described; thence South 30 degrees 22 minutes 30 seconds West a distance of 22.71 feet; thence South 00 degrees 17 minutes 30 seconds West a distance of 79.50 feet; thence South 00 degrees 11 minutes 04 seconds West a distance of 326.20 feet; thence South 03 degrees 22 minutes 16 seconds West a distance of 180.55 feet; thence North 86 degrees 37 minutes 44 seconds West a distance of 11.98 feet to the west line of said Outlot A and said line there terminating EXCEPTING from said temporary easement that part of said Outlot A taken as permanent highway easement as part of this same project.

Said temporary easement contains approximately 7,103 square feet.

Rosemount • Apple Valley • Eagan
Public Schools

Educating, developing, and inspiring our students for lifelong success.

Meeting Date: **07/13/2026** Place on Agenda: **Consent** Action Requested: **Approval**

Topic: **School Board Member Employment**

Presenter(s): **Cory Johnson** Title(s): **School Board Chairperson**

Background
Individual School Board members may, from time to time, wish to accept casual, temporary employment from the school district outside of their duties as Board members. Such limited employment is permissible under the law, provided that the individual Board member does not earn in excess of $20,000 per fiscal year from this additional employment and the employment is authorized by a majority of the School Board at a meeting at which all Board members are present.

Alternatives
Do not authorize additional employment by School Board members.

Recommendation
Authorize School Board members to accept additional employment from the school district during the 2026-27 fiscal year, provided the employment does not exceed $20,000 per Board member.

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Educating, developing, and inspiring our students for lifelong success.

Meeting Date: **07/13/2026** Place on Agenda: **Reports** Action Requested: **None**

Topic: **Nutrition Services Update**

Presenter(s): **Spencer Fischer** Title(s): **Coordinator of Nutrition Services**

Background

Nutrition Services continues to play a vital role in supporting student success by ensuring access to nutritious meals that fuel learning and achievement. This evening's report will highlight key departmental updates, including:

1. Minnesota Department of Education review
2. MNSNA Hero Site Award
3. MDA Golden Drumstick Award
4. Culinary innovation: new menu items
5. Student engagement
6. Key performance indicators
    a. Staffing
    b. Meal participation
    c. Meals per labor hour
7. Upcoming changes

Recommendation

This report is for information only. No action is required.

Nutrition Services

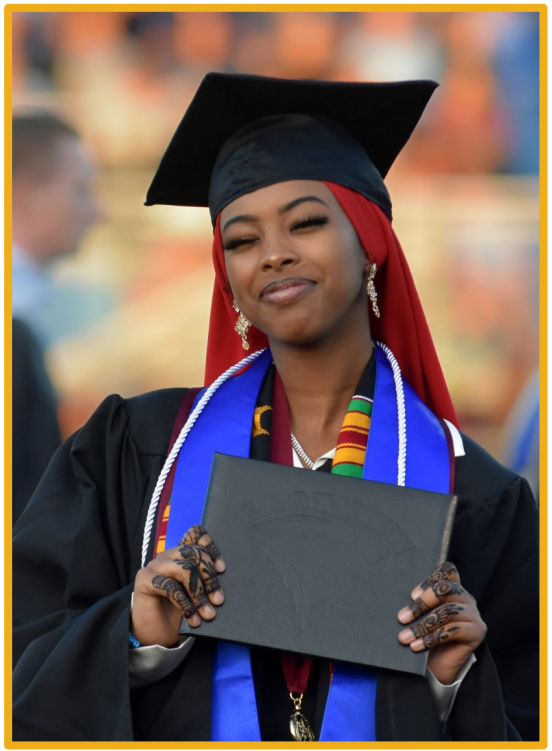
2025- 2026 Year in Review

DISTRICT196

One District. Infinite Possibilities.



STRATEGIC ROADMAP



MISSION

Educating, developing, and inspiring our students for lifelong success.

VISION

- Developing the whole student and honoring diverse needs and cultures.
- Engaging students with opportunities in academics, arts and athletics.

CORE VALUES

Student-Centered • Empathy • Wellness • Integrity • Achievement
Collaboration • Community • Lifelong Learning

STRATEGIC PRIORITIES

Wellbeing • Achievement • Equity • Resources

Hero Site Award

Southview Elementary / Valley Middle School

MINNESOTA SCHOOL NUTRITION ASSOCIATION

Going the "Extra Mile":

- Teamwork
- Creativity
- Customer Service

MNSNA Hero Site Award

Southview Elementary / Valley Middle School



Golden Drumstick Award

Awarded for a 2nd Year

DEPARTMENT OF AGRICULTURE

Farm to School Activities:

- Serve Locally Sourced Meals
- Hosting Food Events
- Classroom lessons and Taste Tests

Farm to School Engagement

Corn Shucking & Golden Drumstick Meal







Farm to School Engagement

MN Farmers & Student-Led Recipes







New Menu Items

Trending Flavors and Ingredients







BY THE NUMBERS

2025-2026 District 196 Nutrition Services

27
Kitchens

217
STAFF

1.3 M
Breakfast

3.4 M
Lunches

Over 27,500 meals per day.

Nutrition Services Team

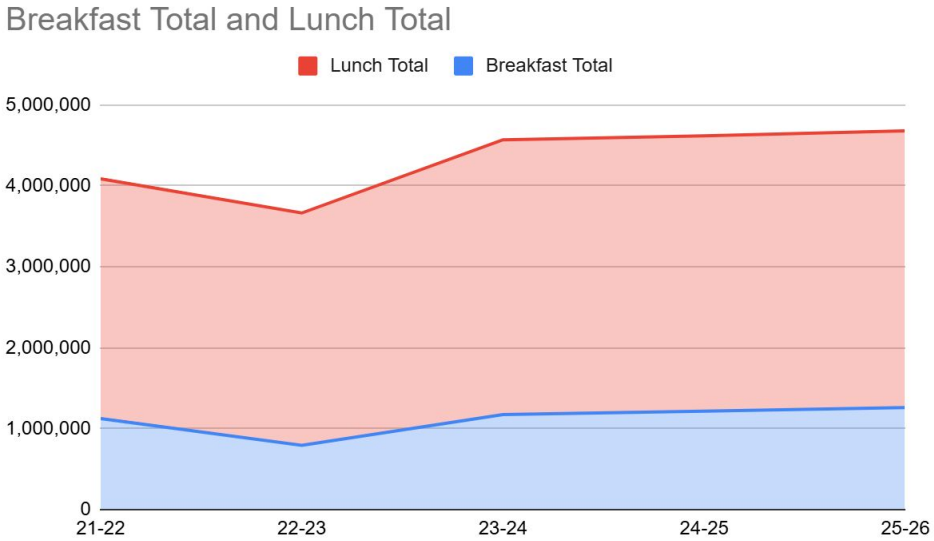
Making the Difference



School Year	Nutrition Service Staff
2021- 2022	166
2022- 2023	170
2023- 2024	186
2024- 2025	192
2025-2026	217

Meal Participation

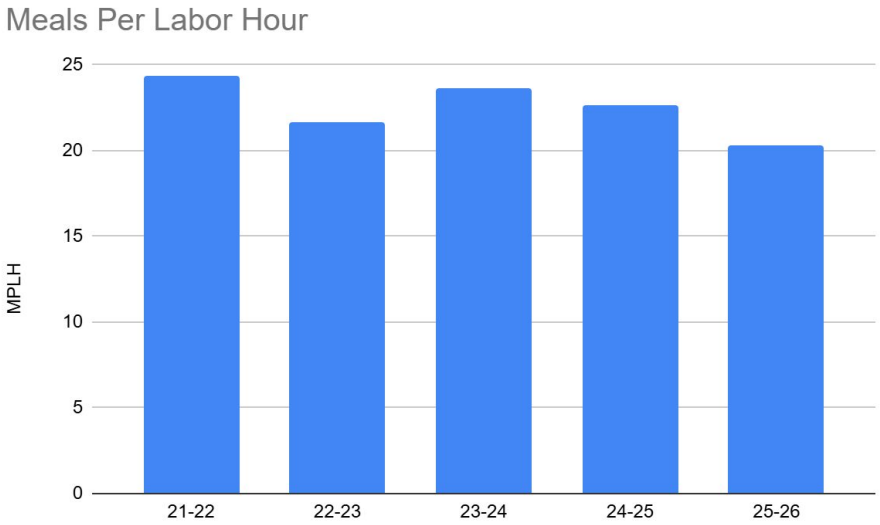
Free School Meals for Kids Program 2023



School Year	Breakfast	Lunch
2021- 2022	1,125,700	2,961,981
2022- 2023	794,843	2,869,893
2023- 2024	1,174,092	3,395,107
2024- 2025	1,216,060	3,401,220
2025-2026	1,260,851	3,418,718

Meals Per Labor Hour

Nutrition Services Operation Efficiency



School Year	MPLH
2021- 2022	24.37
2022- 2023	21.64
2023- 2024	23.61
2024- 2025	22.62
2025-2026	20.35

Kitchen Composting

Reduction in Refuse Costs



Addition of 2% Milk Choice

Whole Milk for Healthy Kids Act of 2025



Core Health Benefits of Drinking Milk
Increases Bone Density and Muscle Development
Healthy Fats Aid in Brain Development
Supports Weight Management
Reduces Chronic Disease Risk
Regulates Blood Pressure

New in 2026-2027

Flavor Forward





THANK YOU!

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Public Schools

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Meeting Date: **07/13/2026** Place on Agenda: **Reports** Action Requested: **None**

Topic: **2026 District 196 Family Survey**

Presenter(s): **Janet Swiecichowski, EdD** Title(s): **Director of Communications**

Background and Methodology

Between May and June 15, 2026, District 196 conducted an online survey of parents and guardians to gather feedback regarding their child's educational experience and their own engagement as partners in learning. This marks the first time the district has utilized a census invitation model, inviting all families to participate via email and text, with an opportunity to complete the survey in English, Spanish, and Somali. In the past, schools have conducted individual surveys, or the district has relied on random-sample phone surveys of 400 to 600 participants.

The 2026 Family Survey garnered **5,778 responses, representing 6,802 students or about 23% of the student population**. Because participation was voluntary, the results represent directional data from our most engaged respondents rather than a statistically randomized sample. While the findings can't be generalized to the entire population, they highlight highly valuable themes and sentiments.

Strategic Purpose

Based on the Desired Daily Experiences developed alongside our 2023 Strategic Roadmap, this survey was designed to achieve three primary objectives:

1. Evaluate overall sentiment about our school system;
2. Measure our progress toward living our vision, values and strategic priorities;
3. Gain insights into family concerns and issues that require attention.

The 2026 Family Survey is our broadest single source of feedback; however, it is not the only tool used for feedback. Throughout the year, our schools and district have a robust, year-round community engagement effort (including parent-teacher conferences, school site councils, PTOs, advisory councils, and emails and questions for specific topics). This year, in support of our goal to engage with underrepresented communities, the superintendent hosted listening sessions with Spanish-speaking families, which will be expanded in the coming year. Encouragingly, the data collected in the Family Survey aligns closely with the feedback we have received through other channels throughout the year. So, it is fair to say there were no surprises on this survey. For many areas of concerns, action plans are already in place to improve systems.

Key Takeaways

Areas of Strength & Satisfaction

Families expressed a high degree of confidence in the district's overall education and staff dedication. Key highlights include:

- **Overall Quality:** 90% of respondents rate the overall quality of education in District 196 as "Excellent" or "Good."
- **Student Well-being:** High satisfaction that children feel safe at school and are known well by their teachers.

- **Trust and Care:** Strong consensus that teachers care about their students, families have trust in school staff to act in the child's best interest, and they belief that teachers consistently encourage students to do their best academically.
- **Future Readiness:** There is a high level of confidence that students will be well-prepared to advance to their next academic level.

Opportunities for Improvement

The feedback also provided clear direction on areas where the district can enhance the family experience, specifically regarding communication and home-school alignment:

- **Supporting Learning at Home:** Families desire more actionable information to help support their child's learning outside of school.
- **Teacher Communication:** While many are satisfied, there is room to improve the consistency and clarity of communication from teachers to parents.
- **Navigating Support:** A need for clearer pathways so families know exactly who to contact at their child's school when requesting additional support.
- **Technology Systems:** Families are overwhelmed by the number of technology systems they are asked to navigate.
- **Transportation Reliability**: Families see the greatest issue facing the district is transportation (staffing, reliability, cancellations).

Next Steps

The insights gathered from this directional data will be used to refine our communication expectations, enhance family partnership strategies, and set priorities within our three-year operational plan. Additionally, to optimize this survey, we plan to shift the administration of the 2027 Family Survey to April (a less busy time).

Recommendation

This report is for information only. No action is required.



2026 Family Survey Results

July 13, 2026

Daily Desired Experiences

Adopted in 2023 - Strategic Roadmap



Parents/Guardians

- Welcomed, respected, valued
- Child is happy, progressing, and feel successful at school
- Family engaged as trusted partner in child's learning

BY THE NUMBERS

Survey Responses

5,778
RESPONSES

17%
GUARDIANS

6,802
STUDENTS

23% of
STUDENTS

Administered in May-June 2026. All families invited to participate.
Available in three languages.

Survey is only one feedback tool

We are being intentional about engaging families in a variety of ways



Groups	Engagement
Parent-teacher conferences	Twice a year
School site councils & PTOs	Monthly
District advisory councils	Nine councils
Parent Leader meetings	Five times a year
Listening sessions with Spanish speaking families	Two in-person sessions + virtual
Community forums	Monthly

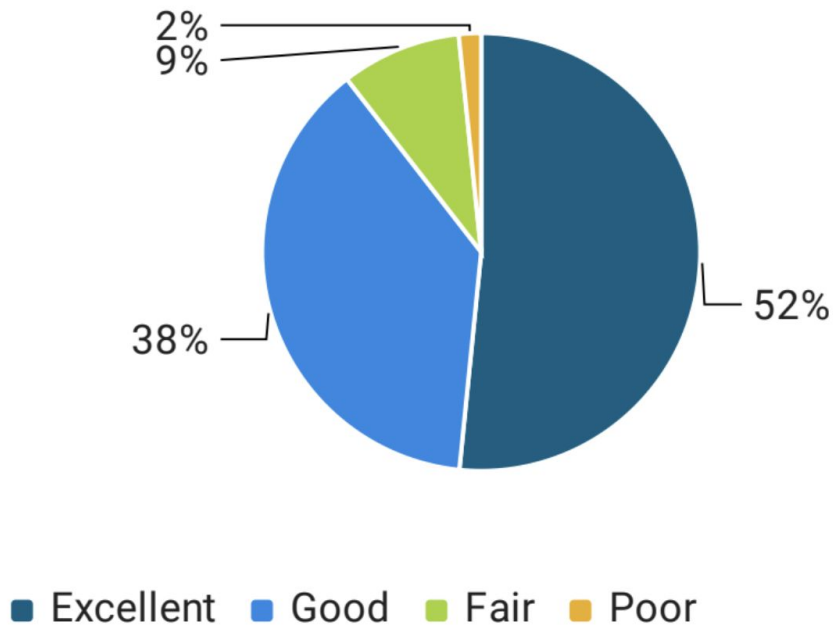
Quality of Education in District 196

High level of confidence

5778 Responses

90%

Excellent or Good



Welcoming

And Inclusive



89%
My child feels safe at school.

87%
The school fosters a positive, inclusive learning environment for all students.

87%
I feel part of the school and have opportunities to participate in various school events.

84%
Aware of Language Access services interpreters, translations.

Child is Happy and Progressing



82%
My child enjoys school.

93%
Teachers at this school care about my child.

87%
I believe my child will be prepared to advance to the next level.

Trusted Partners



91%
Adults at the school respect customs and traditions that are important to my family.

91%
This school provides me with information that is easy to understand.

80%
I have the information I need to support my child's learning at home.

91%
When visiting my child's school, I feel welcomed and valued as a partner in my child's education.

Technology Use

Questions

- **81%** believe 1:1 technology provided by school personalizes learning opportunities for my child.
- **91%** say the school provides adequate tech support for student devices
- **90%** believe technology skills and digital literacy are essential for the future

iPad Needed at Home

- Elementary: 66% Not at all
- Middle & High School: 70% at least a few days a week or daily use

75% of respondents know how to monitor and limit iPad use at home.

What do you like?

Asked at district and school level

- Teachers & staff
- The “Triple-A” philosophy
- Targeted interventions and specialized programming (Spec Ed, WIN time, options)
- Community, inclusion, and belonging
- Communication and community trust

What needs to improve

Asked at the school level

Quantitative Responses:

- Communication from my child's teacher(s). (75%)
- Information to support learning at home. (77%)
- Perceptions about school rules being consistently enforced. (75%)

Themes from Open-Ended Responses

- Transportation reliability
- Behavior and discipline
- Screen time - Tech limits
- Timely communication from teachers
- Cultural dynamics or polarized societal views

EDUCATE. DEVELOP. INSPIRE.

Next Steps

Simplifying Communication Tools

- ParentSquare replaces: Remind, Sign-up Genius, Forms
- Tips for parents: Notification settings, language,
- Review guidance for Schoology, SeeSaw & payment platforms

Information for Supporting Learning at Home

- Partnering with Instruction & Achievement
- Best practices for teacher communication to parents
- Redefining family engagement as partners in learning

Information about Concerns

- Consistent discipline
- Technology monitoring and support
- School specific concerns

EDUCATE. DEVELOP. INSPIRE.

Next Steps

Screentime and Technology Use

- K-6 iPads remain at school during summer
- New guidance for instructional technology use

Transportation System Changes

- Opt-in Plan My Ride to improve efficiency
- Recruitment & staffing
- New routing system approved in June (December deployment)
- Start-time changes delayed until 2027-28



QUESTIONS?

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Meeting Date: **07/13/2026** Place on Agenda: **Reports** Action Requested: **None**

Topic: **Nutrition Services Update**

Presenter(s): **Spencer Fischer** Title(s): **Coordinator of Nutrition Services**

Background

Nutrition Services continues to play a vital role in supporting student success by ensuring access to nutritious meals that fuel learning and achievement. This evening's report will highlight key departmental updates, including:

1. Minnesota Department of Education review
2. MNSNA Hero Site Award
3. MDA Golden Drumstick Award
4. Culinary innovation: new menu items
5. Student engagement
6. Key performance indicators
    a. Staffing
    b. Meal participation
    c. Meals per labor hour
7. Upcoming changes

Recommendation

This report is for information only. No action is required.

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Meeting Date: **07/13/2026** Place on Agenda: **Other Action** Action Requested: **Approval**

Topic: **Collective Bargaining Agreement with Vehicle Technicians**

Presenter(s): **Joel Milteer** Title(s): **Director of Human Resources**

Background
Negotiations toward a new collective bargaining agreement between the school district and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local 320, representing the district's Vehicle Technicians, have resulted in a tentative agreement. The tentative agreement is for a two-year term from July 1, 2026, through June 30, 2028.

On June 23, 2026, members of the bargaining unit approved the new contract terms that include the following:

Compensation

1. **Salary Schedules:**

	Step	Current	07/01/26	07/01/27
Group 1 Vehicle Technician With a Class A CDL License	Step 1 Step 2	$34.23 $34.80	$35.20 $35.77	$35.94 $36.52
Group 2 Vehicle Technician With a Class A CDL License	Step 1 Step 2	$31.39 $31.96	$31.89 $32.46	$32.56 $33.14

2. **Differentials:**
Longevity pay and lead differentials shall increase by 2.1% in year 2.

Benefit Provisions

1. Increase the monthly district contribution to health insurance by 12% in year 1 and 9% in year 2.

There were also minor language modifications and clarifications.

Alternatives
Do not approve the collective bargaining agreement as summarized.

Recommendation
Approve the collective bargaining agreement as summarized.

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Meeting Date: **07/13/2026** Place on Agenda: **Other Action** Action Requested: **Approval**

Topic: **Resolution for Sale of General Obligation Facilities Maintenance and School Building Bonds**

Presenter(s): **Christopher Onyango-Robshaw** Title(s): **Director of Finance and Operations**

Background
During a special election held on May 9, 2023, the voters of District 196 approved two referendum questions that include $493,745,000 for capital improvements. The approved referendum questions gave the district the bonding authority to provide additional space for learning, including a new elementary and middle school; complete upgrades to provide a more consistent experience districtwide, make safety and security improvements, and the addition of an activity center at each of the district's four comprehensive high schools. The review and comment approved by the Minnesota Department of Education for this referendum also included the sale of Long-Term Facilities Maintenance bonds totaling $53 million. This brought the total bonding authority towards these projects to $548 million.

The district's strategy for utilizing these bond funds was adjusted from two to three issuances. The School Board approved the sales of General Obligation Facilities Maintenance and School Building Bonds in August 2023 ($300 million) and April 2026 ($100 million). The initial $300 million included $20 million in LTFM bonds. The request presented this evening seeks authorization to issue and sell the remaining amount of $35,000,000 in General Obligation Facilities Maintenance and $113,745,000 School Building Bonds (for a total of $148,750,000) and to provide for credit enhancement with respect thereto, and establishing compliance with reimbursement bond regulations under the Internal Revenue Code.

The attached resolution allows for the district's financial advisors, Ehlers & Associates, Inc., to solicit written proposals for the bonds. The plan is to award the sales to the lowest bidder(s) at a future School Board meeting.

Alternatives
Do not approve the resolution.

Recommendation
Approve the resolution authorizing the district's financial advisors, Ehlers & Associates, Inc., to solicit written proposals for the sale of General Obligation Facilities Maintenance and School Building Bonds.

CERTIFICATION OF MINUTES RELATING TO
GENERAL OBLIGATION SCHOOL BUILDING AND FACILITIES MAINTENANCE
BONDS, SERIES 2027A

Issuer: Independent School District 196 (Rosemount-Apple Valley-Eagan), Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A regular meeting held on July 13, 2026, at 6:00 p.m. at Dakota Ridge School, 4629 144th Street W., Apple Valley, Minnesota.

Members present:

Members absent:

Documents attached:

Minutes of said meeting (including):

RESOLUTION RELATING TO GENERAL OBLIGATION SCHOOL BUILDING AND FACILITIES MAINTENANCE BONDS, SERIES 2027A; STATING OFFICIAL INTENT TO PROCEED WITH AND AUTHORIZING THE ISSUANCE AND SALE THEREOF, PROVIDING FOR CREDIT ENHANCEMENT WITH RESPECT THERETO, AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on July 13, 2026.

_____
School District Clerk

Member _____ introduced the following resolution and moved its adoption, which motion was seconded by Member _____:

RESOLUTION RELATING TO GENERAL OBLIGATION SCHOOL BUILDING AND FACILITIES MAINTENANCE BONDS, SERIES 2027A; STATING OFFICIAL INTENT TO PROCEED WITH AND AUTHORIZING THE ISSUANCE AND SALE THEREOF, PROVIDING FOR CREDIT ENHANCEMENT WITH RESPECT THERETO, AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE

BE IT RESOLVED by the School Board (the Board) of Independent School District 196 (Rosemount-Apple Valley-Eagan), Minnesota (the District), as follows:

SECTION 1. AUTHORIZATION, ELECTION AND DISTRICT INDEBTEDNESS. The District is authorized, pursuant to Minnesota Statutes, Section 123B.595 and Chapter 475, to borrow money by the issuance of its general obligation facilities maintenance bonds and, subject to voter approval, general obligation school building bonds. This Board hereby determines that it is necessary and desirable and in the best interest of the District to issue its General Obligation School Building and Facilities Maintenance Bonds, Series 2027A (or such other series designation as is deemed appropriate) in the approximate principal amount of $148,750,000 (the Bonds).

A portion of the proceeds of the Bonds (approximately $113,745,000) will be used to finance the acquisition and betterment of school sites and facilities including, but not limited to, safety, security and supervision improvements districtwide, construction of a new elementary school in Rosemount, land acquisition for and construction of new Rosemount Middle School, repurposing of existing Rosemont Middle School, renovation and classroom additions at Rosemount High School, Transition Plus restroom renovations, renovation and classroom additions at Dakota Ridge School, land acquisition for future elementary school, and furniture acquisitions, middle and high school science labs, performing arts spaces districtwide, and high school activity centers, as approved by the electors at a special election held on May 9, 2023 (the School Building Projects).

A portion of the proceeds of the Bonds (approximately $35,005,000) will be used to finance various health and safety, indoor air quality and deferred capital maintenance projects (the Facilities Maintenance Projects), as described in the District's ten-year facility plan for Fiscal Year 2028 (the Facility Plan) hereby approved by this Board. Pursuant to the provisions of Minnesota Statutes, Section 123B.595, subdivision 5 it is hereby determined that the total amount of District indebtedness as of July 1, 2026 is $437,075,000.

The School Building Projects and the Facilities Maintenance Projects and are referred to collectively herein as the Project.

SECTION 2. APPROVAL BY COMMISSIONER OF EDUCATION OF THE STATE OF MINNESOTA. The Facility Plan will be submitted for approval by the Commissioner of Education of the State of Minnesota (the Commissioner) as required by Minnesota Statutes,

Section 123B.595, subdivision 5 and such approval will be received prior to the date on which the Bonds will be issued.

SECTION 3. NOTICE PUBLICATION. The Clerk is authorized and directed to cause notice of the Project, the amount of Bonds to be issued to finance the Project, and the total amount of the District's indebtedness to be published in a legal newspaper of general circulation in the District.

SECTION 4. SALE. The District has retained Ehlers & Associates, Inc., in Minneapolis, Minnesota (Ehlers), as its independent municipal advisor in connection with the sale of the Bonds. Ehlers is authorized to solicit proposals for the purchase of the Bonds in accordance with Minnesota Statutes, Section 475.60, subdivision 2, paragraph (9). The Board shall meet at the time and place specified in the Official Statement for the Bonds to receive and consider such proposals for the purchase of the Bonds.

SECTION 5. OFFICIAL STATEMENT; PROPOSALS. Ehlers is authorized to prepare and distribute an Official Statement for the Bonds and to open, read, and tabulate the proposals for presentation to the Board.

SECTION 6. STATE CREDIT ENHANCEMENT PROGRAM. (a) The District hereby covenants and obligates itself to notify the Commissioner of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner that it will be unable to make all or a portion of that payment. The Registrar for the Bonds is authorized and directed to notify the Commissioner if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Registrar. The District understands that as a result of its covenant to be bound by the provision of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now and hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section. The chair, clerk, superintendent or business manager is authorized to execute any applicable Minnesota Department of Education forms.

SECTION 7. REIMBURSEMENT. (a) (i) The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the Regulations) dealing with the issuance of tax-exempt obligations all or a portion of the proceeds of which are to be used to reimburse the District for Project expenditures made by the District prior to the date of issuance (the Reimbursement Obligations).

(ii) The Regulations generally require that the District make a declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued series of tax-exempt obligations within 60 days after payment of the expenditures, that such obligations be issued and the reimbursement allocation be made from the proceeds of such obligations within the reimbursement period (as defined in the Regulations), and that the expenditures reimbursed be capital expenditures or costs of issuance of the obligations.

(iii) The District desires to comply with requirements of the Regulations with respect to the Project.

(b) (i) The District proposes to undertake the Project and to make original expenditures with respect thereto prior to the issuance of Reimbursement Obligations, and reasonably expects to issue Reimbursement Obligations for such project in the maximum principal amounts shown below:

Project	**Maximum Amount of Obligations Expected to be Issued for the Project**
Acquisition and betterment of school sites and facilities including, but not limited to, safety, security and supervision improvements districtwide, construction of a new elementary school in Rosemount, land acquisition for and construction of new Rosemount Middle School, repurposing of existing Rosemont Middle School, renovation and classroom additions at Rosemount High School, Transition Plus restroom renovations, renovation and classroom additions at Dakota Ridge School, land acquisition for future elementary school, and furniture acquisitions, middle and high school science labs, performing arts spaces districtwide, high school activity centers, and various health and safety, indoor air quality and deferred capital maintenance projects.	$148,750,000

(ii) Other than (i) de minimis amounts permitted to be reimbursed pursuant to Section 1.150-2(f)(1) of the Regulations or (ii) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, the District will not seek reimbursement for any original expenditures with respect to the foregoing Project paid more than 60 days prior to the date of adoption of this resolution. All original expenditures for which reimbursement is sought will be capital expenditures or costs of issuance of the Reimbursement Obligations.

(c) As of the date hereof, there are no District funds reserved, pledged, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, pledged, allocated on a long term basis or otherwise set aside) to provide permanent financing for the original expenditures related to the Project other than pursuant to the issuance of the Reimbursement Obligations. Consequently, it is not expected that the issuance of the Reimbursement Obligations will result in the creation of any replacement proceeds.

(d) The District's business manager shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Reimbursement Obligations to reimburse the source of temporary financing used by the District to make payment of the original expenditures relating to the Project. Each reimbursement allocation shall be made not later than (i) eighteen (18) months after the date of the original expenditure or (ii) eighteen (18) months after the date the Project is placed in service or abandoned (but in no event later than three (3) years after the original expenditure is paid) and shall be evidenced by an entry on the official books and records of the District maintained for the Reimbursement Obligations and shall specifically identify the original expenditures being reimbursed.

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.