

ROCHESTER STEM ACADEMY District #4204 BOARD MEETING
2:00 PM Wednesday, June 14, 2017 Board Meeting
415 16th Street SW, Rochester, MN 55902

Vision

A community focused school providing a rigorous STEM education.

Mission

The mission of Rochester STEM Academy is to provide a highly supportive learning environment for minority, immigrant, and other students currently underserved in traditional area high schools and greatly underrepresented in Rochester's STEM (Science, Technology, Engineering, and Mathematics) industries through a challenging program that emphasizes creativity, accountability, ongoing assessments, college-preparation, and high academic achievement.

AGENDA

Training Session	<u>Recommended Board Action</u>
I. Call meeting to order – 5 min	
Introduction of guests (Community Comments)	
Roll call and request for conflict of interest	
Review and approval of agenda	(Approve)
Review and approval of minutes from May 17, 2017	(Approve)
II. Review Financials – 30 min – Robert	
1. Approve financials from May	(Approve)
2. Review Budget Updates and Revisions	(p. 51) (Approve)
3. Review Budget for FY2018	(p. 53) (Approve)
III. Director updates – Bryan – 20 min.	
1. Directors Report	(Forthcoming) (p. 78) (Approve)
2. Enrollment and Recruitment update JMC Student Enrollment Record	
3. Staffing Update	
4. NEO Authorizer Contract Renewal this year; MDE Finance Award, Speiker visit-See below	
5. Partnership Updates	
a. IMAA Somali Youth Resilience Grant	
b. COMPAS Grant Artist in Residence	
c. COMPAS Grant/Diversity Council	
d. College for Every Student (CFES) -\$15,000 out of DEED/IMAA Grant	
e. UMR/Upward Bound – Robert Reese	
IV. Other business: 30 min.	
1. Designs for Learning Special Education Director contract	(Postpone to August)
2. Muna Halal Food Vendor Contract	(Postpone to August)
3. Building space or lease negotiations for 2017-2018	(Postpone to August)
4. Board Self Evaluation (See Survey Monkey – results being tabulated)	
5. Director Evaluation (See Survey Monkey – results being tabulated)	
6. Student Survey	
7. NEO Contract	forthcoming (Approve)
8. Succession Plan for Dr. Rossi (June 2018)	
V. Next Meeting – August 23, 2017	
VII. Adjourn	

Rochester STEM Academy
 District #4204
BOARD MEETING MINUTES
 Wednesday, May 17, 2017 5:00 p.m.
 Rochester STEM Academy 415 16th St. SW, Rochester, MN

Call to order: Mohamoud Hamud called the meeting to order at 5:01p.m.

Board Members Present: Zach Jones, Mohamoud Hamud, Mohamed Abdalla, Abdulkadir Abdalla, Ayan Mumin

Absent:

Others present: Bryan Rossi, Robert Procaccini, Kalim Curtis, Ali Yare, and Munira Alimire

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Approval of the agenda and minutes:

Motion: To review and approve the agenda, and the minutes from March 15, 2017			
Made by: Zach Jones		Seconded by: Abdulkadir Abdalla	
Discussion:			
Vote:	Yea: 5	Nay: 0	Abstain:
Decision: Motion carries unanimously			

Business:

Motion: To approve the depository designation and electronic funds transfer.			
Made by: Zach Jones		Seconded by: Mohamed Abdalla	
Discussion: This is done every year, and for some reason has not been done yet.			
Vote:	Yea: 5	Nay: 0	Abstain:
Decision: Motion carries unanimously			

Motion: To approve financials from March and April, 2017.			
Made by: Mohamed Abdalla		Seconded by: Abdulkadir Abdalla	
Discussion: On the payment register description, Said Samatar's services were labeled as recruiter, and it should be changed to substitute paraprofessional. Food services are at a loss, and the school will try to keep the loss under \$30,000. Rochester STEM Academy has received more grants and donations this year, and is under budget with that money. Rochester STEM Academy has also rented out their facility to other community programs. Cash flow appears that it will be steady for the rest of the year.			
Vote:	Yea: 5	Nay: 0	Abstain:
Decision: Motion carries unanimously			

*Abdulkadir Abdalla had to leave at 5:34pm

Motion: To approve Katrina Benson's contract as Rochester STEM Academy's ESL Teacher			
Made by: Zach Jones		Seconded by: Mohamed Abdalla	
Discussion: RSA has been in need of an ESL teacher for a long time.			
Vote:	Yea: 4	Nay: 0	Abstain:
Decision: Motion carries unanimously			

Motion: To approve the 2017-2018 School Calendar			
Made by: Mohamed Abdalla		Seconded by: Zach Jones	
Discussion: If any changes need to be made the board can choose to make any changes as needed.			
Vote:	Yea: 4	Nay: 0	Abstain:
Decision: Motion carries unanimously			

Motion: To accept the Auditor bid from Redpath for 2017-2019, with the removal of the 990 tax form.			
Made by: Mohamed Abdalla		Seconded by: Ayan Mumin	
Discussion: Abo/Eik/Meyers' bid was a little cheaper, but Rochester STEM Academy has been working with Redpath for years and have been very reliable and trustworthy.			
Vote:	Yea: 4	Nay: 0	Abstain:
Decision: Motion carries unanimously			

Motion: To approve Board Elections – Certification of results for Ayan Mumin, Zach Jones, and Mohamud Hamud.			
Made by: Mohamed Abdalla		Seconded by: Ayan Mumin	
Discussion:			
Vote:	Yea: 4	Nay: 0	Abstain:
Decision: Motion carries unanimously			

Other business:

1. NEO Authorizer Contract
 - a. The board spoke with NEO executive director Wendy Swanson-Choi about the contract renewal evaluation, because Rochester STEM Academy will need to be prepared to vote on the renewed contract at the June board meeting.
 - b. Rochester STEM Academy's evaluation from NEO was good, and is on target for a three year contract renewal. NWEA scores have not been entered, but if NWEA scores have improved enough, a possible four year contract renewal will be offered.

Comments from Community Members:

1. Rochester STEM Academy PSEO Student Munira Alimire
 - a. Munira is one of the PSEO students here at Rochester STEM Academy and was wondering if the board would be willing to look at a weighted grade policy for PSEO students.
 - b. Munira feels that an A at RCTC should not count the same as an A at Rochester STEM Academy, because one is a college level course and the other is not.

Meeting Adjourned: 6:35p.m.

Next Meeting: Wednesday, June 14, at 5:00 pm

Respectfully submitted by Zach Jones, Vice Chair and Secretary



**CFES Partnership Agreement
One Million More Program
Year One: 2017-18**

Rochester STEM Academy agrees to:

1. Participate in the CFES Program for three years: 2017-18, 2018-19, and 2019-20.
2. Maintain a school-based CFES team, which can include the principal, counselor, teachers, college partners, community members, and students.
3. Appoint at least one team member to act as the liaison between the school and CFES. Please provide liaison contact information below:

Bryan Rossi _____
Liaison Name

brossi@rochesterstemacademy.org
Liaison Email Address

4. Identify a cohort of at least 100 students, known as CFES Scholars, with the intention of growing the cohort each year and implementing school-wide activities that raise college aspirations.
5. Submit an annual CFES plan that the school team creates at the fall workshop. Submit semiannual program assessments with support from your CFES Program Director.
6. Participate in these professional development opportunities:
 - Fall Planning & Training Workshop
 - CFES National Conference
7. Schedule time for your CFES program director to meet with your team and Scholars during the year to provide support. Meetings will be on-site and online.
8. Contribute \$15,000 annually to CFES for your participation in the College For Every Student Program for at least one year. Payment is due September 1, 2017 unless otherwise noted. Please provide contact information for invoicing below:

Bryan Rossi _____
Name

brossi@rochesterstemacademy.org
Email Address

Payment date: **September 1, 2017**

► Please sign and return this form to the CFES office by **June 15, 2017**.

I, representative of **Rochester STEM Academy**, am fully committed to the College For Every Student Program and agree to fulfill the program requirements.

Signature of Superintendent or Principal

June 14, 2015 _____
Date

Bryan Rossi _____
Please Print Name



Designs for Learning Services, 2017-2018

CONTRACT FOR SPECIAL EDUCATION SERVICES

This contract (hereinafter referred to as "Agreement") is entered into on _____, 2017, between ROCHESTER STEM ACADEMY, located at 305 E 77th Street, Minneapolis MN 55423, (referred to as "ROCHESTER STEM ACADEMY") and Designs for Learning, 2233 University Ave W, Ste 450, St. Paul, MN 55114 (referred to as "DL").

RECITALS

1. ROCHESTER STEM ACADEMY is a Minnesota non-profit corporation duly authorized and empowered by a Charter Agreement with the Minnesota Department of Education to form and operate a results-oriented Charter School under Minnesota Statutes Section 124D.10 - 124D.11.
2. DL is an educational consulting firm.
3. ROCHESTER STEM ACADEMY's Board of Directors has authorized the school to enter into a contract for services to be provided by DL.
4. DL is willing to provide services for ROCHESTER STEM ACADEMY commencing on July 1, 2017, subject to the terms of this Agreement and pursuant to the laws of the State of Minnesota.

IN CONSIDERATION OF THE RECIPROCAL PROMISES AND AGREEMENTS OF THE PARTIES, EACH AGREEING TO BE LEGALLY BOUND THEREBY, THEY HEREBY AGREE AS FOLLOWS:

SECTION I

The terms and services to be performed under this Agreement by DL and accepted by ROCHESTER STEM ACADEMY's board are listed below and described in Attachments to this Agreement.

1. **Comprehensive Special Education Services**
 - a. **Special Education Director Service (55 Hours)** **\$ 8,250**
 - b. **Special Education & Related Services**
 - i. **School Psychology** **(Hourly)**
 - ii. **Additional Direct and Related Services as Requested** **(Hourly)**
- Total** **\$ 8,250**

SECTION II

ROCHESTER STEM ACADEMY 's Board of Directors hereby retains full authority over and responsibility for its students and the program. DL will communicate with ROCHESTER STEM ACADEMY on a regular basis with regard to subjects of mutual concern.

SECTION III

- A. Either party may terminate immediately or not renew this Agreement upon any of the following grounds:
1. Loss of the school's charter;
 2. For violation of federal, state and local laws, rules or regulations;
 3. Withholding information necessary for DL to perform its services;
 4. Willful violation of any of the terms and conditions in this agreement by either party.

- B. Either party may terminate this Agreement for any other cause, upon 90 days notice in writing. During this 90 day period, DL will continue to provide applicable services in a timely manner and keep school finance, accounting, and personnel systems up to date. After this 90-day period, DL will transfer all school files, documents, and records in its possession to ROCHESTER STEM ACADEMY.

SECTION IV

- A. With the exception of claims arising under Section IV D of this Agreement, any controversy or claim arising out of or relating to this contract, or the breach thereof, at the insistence of either party, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, unless parties agree mutually on another non-court dispute resolution process. Any claims arising under Section IV D may be instituted by DL in a District Court of the State of Minnesota.
- B. This Agreement may only be modified in writing, signed by both parties.
- C. Because DL and ROCHESTER STEM ACADEMY can be named in lawsuits brought by parents, ROCHESTER STEM ACADEMY employees, former employees, sponsors, and others, with regard to alleged personal injuries arising from acts of negligence by DL or ROCHESTER STEM ACADEMY employees, each shall add the other as additional insured on their own comprehensive general liability insurance policies. Each shall keep said insurance in full force and effect for the duration of this Agreement. Each party agrees to indemnify and hold the other harmless from any damages arising from acts of their own directors, officers, employees and agents. Nothing herein shall be deemed to provide either party with insurance coverage arising from any failure of or claimed non- or mis-performance of either under contracts between them.
- D. ROCHESTER STEM ACADEMY understands and acknowledges that DL is in the business of providing highly skilled individuals to provide services for charter schools and to serve in responsible positions at charter schools, and that hiring those individuals away from DL would undermine DL's business and cause significant and irreparable injury to DL. ROCHESTER STEM ACADEMY therefore agrees that it will not accept any services similar to those which are provided or offered to it by DL from any individual that has rendered services to ROCHESTER STEM ACADEMY on behalf of DL for a period of one year following the termination of the individual's services to ROCHESTER STEM ACADEMY, and that it will not employ or attempt to employ or solicit for employment, any individual that has rendered services to ROCHESTER STEM ACADEMY on behalf of DL, while that individual is providing services on behalf of DL pursuant to this Agreement and for a period of one year following the termination of the individual's services to ROCHESTER STEM ACADEMY. ROCHESTER STEM ACADEMY agrees that in the event that it breaches this Section IV D, DL shall be entitled to injunctive relief restraining ROCHESTER STEM ACADEMY from employing or contracting with the individual or any business employing or contracting with the individual. ROCHESTER STEM ACADEMY further agrees that DL shall be entitled to recover damages suffered as a result of any breach of this Section IV D, together with DL's reasonable attorneys' fees and litigation costs.
- E. In the event that a Court determines that any portion of Section IV D is not enforceable, the legality of the remaining portions shall not in any way be affected, and the Court shall enforce Section IV D to the extent that it is reasonable if it determines that any portion is invalid or unenforceable as drafted.

This Agreement shall terminate on June 30, 2018, unless terminated earlier as provided above or by mutual consent of the parties.

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT AT ST. PAUL, MINNESOTA, THE DAY AND YEAR FIRST ABOVE WRITTEN.

ROCHESTER STEM ACADEMY

Designs for Learning

A handwritten signature in black ink, appearing to read "Raymond M. ...", enclosed in a thin black rectangular border.

By _____

By _____

Its _____

Its President & COO

Attachment No. 1

Comprehensive Special Education Service

- | | |
|--|-----------------|
| a. Special Education Director Service (55 Hours) | \$ 8,250 |
| b. Special Education & Related Services | |
| iii. School Psychology | (Hourly) |
| iv. Additional Direct and Related Services as Requested | (Hourly) |

The school board in every district shall employ, either singly or cooperatively, a director of special education to be responsible for program development, coordination, and evaluation; in-service training; and general special education supervision and administration in the district's total special education system. Cooperative employment of a director may be through a host district, joint powers Agreement, or a service cooperative. A director may not be assigned direct instructional duties.

Minn. R. 3525.2405

Special Education Administration

1) Special education supervision and administration in the district's total special education system

A Minnesota Licensed Director of Special Education, in conjunction with the school's designated director/superintendent, will sign and assure compliance of the MDE's TSES Application for Special Education Funds and Statement of Assurances.

General oversight activities include the following:

- Provide special education and administrative consultation for the organization in problem solving special education and related issues, and over-all management of the special education programs.
- Provide consultation for required state and federal reporting (child count, Electronic Data Reporting System (EDRS), alternative assessments, tuition billing, TSES Application and Statement of Assurances, and SERVs).
- Advise the District in correct use of state and federal special education funds.
- Provide consultation regarding mandated policies as they relate to students with disabilities who receive specialized services.

2) Program development, coordination, and evaluation

General oversight activities include the following.

- Advise School Director regarding programming and services for students with disabilities
- Review with school staff program practices, procedures, and services related to due process, TSES requirements, updates of state and federal laws, rules, and regulations
- Review/Provide assistance with instructional practices, materials, technology, and equipment
- Assist with due process forms and /website system
- Participate in IEP, evaluation summary, child study, manifestation determination and other due process meetings, upon request
- Review child find, pre-referral intervention, and in-take procedures
- Conduct regularly scheduled site visits
- Provide support for special education fiscal reviews

3) In-service training

- Provide due process training
- Provide advice in the use of SpEd Forms and other online IEP management programs
- Provide basic fiscal special education information and procedural recommendations

- General education and special education teacher and paraprofessional training

The Client shall:

1. **Abide by all legal mandates as defined in the Individuals with Disabilities Education Improvement Act, and MN. R. 3525**
2. Provide an atmosphere that is conducive to learning and shall meet the needs of the students' special needs.
3. Make all applications and Grant Requests to MDE to secure funds through SERVS and be at least "Substantially Approved" to allow State and Federal funding to be used accordingly. Payments for services to Designs for Learning based upon the hourly, monthly or yearly rates, as negotiated, will be due once the School has reached the "Substantially Approved" status or October 31 for services starting July 1. After this time, all payments will need to be made within 30 days so that student services are not disrupted or lost.
4. The School Director or other lead staff person will be accessible for communication
5. Be responsive to requests for information pertinent to the special education program and services
6. Building administration will assume the responsibility for searching, interviewing and hiring special education and related services providers required to meet the needs outlined in any student's IEP in a timely manner.
7. A building administrator will attend IEP and Evaluation Summary meetings involving on going levels of program and provision of resources including obligating staff, space and fiscal expenditures.

Additional Hours (separate from the base fee) for:

- In-depth consultation of necessary special education systems and procedures for new staff and current staff, for such processes as: child find, student study, child count, Electronic Data Reporting System (EDRS), alternative assessments, tuition billing, TSES Application and Statement of Assurances, and SERVs.
- Assist in communication with the MDE regarding special education fiscal monitoring visits, compliance and assistance due process monitoring visits, Corrective Action Plans (CAPs), responding to directives, and development of a Minnesota Continuous Improvement and Monitoring Process.
- Assist with parent and family meetings to resolve disagreements
- Assist with formal complaints and dispute resolution process
- Provide capacity building to the District in correct use of state and federal special education funds
- Assist with issue resolution in the area of staffing and contracted services
- Provide teaching strategies training and Paraprofessional Trainings

Additional Service Fees:

Additional Special Ed Director or Special Ed Coordinator hours over the pre-agreed base fee will be billed monthly at an hourly rate until the end of the contract year. If this occurs, the assigned SpEd Director may limit the amount of hours given to the minimum required. Or, another set of block hours can be purchased at the below rates.

Director of SpEd	20 Hours	\$3,000
SpEd Coordinator	20 Hours	\$2,300
Director of SpEd	30 Hours	\$3,800
SpEd Coordinator	30 Hours	\$3,450
Director of SpEd	40 Hours	\$6,000
SpEd Coordinator	40 Hours	\$4,600
Director of SpEd	50 Hours	\$7,500
SpEd Coordinator	50 Hours	\$5,750

Indirect and Related Services based on availability (separate from the base fee):

Fee: \$95 per hour based on professional staff utilized

- Available Service Fields are: School Psychology, Special Education Coordinator, Due Process Consultant, Temporary Special Education Teacher, Autism Spectrum Disorder, Developmental Cognitive Disabilities, Developmentally Delayed, Emotional/Behavioral Disorder, Specific Learning Disability, Transition and Work Based Learning Services, Teacher of the Physically Impaired, DAPE, Blind & Visually Impaired, Occupational Therapy, Speech Language Therapy, and School Social Work.
 - To meet the needs of students with disabilities, as defined under the Individuals with Disabilities Education Act, and to provide Direct and Related Services, assessment planning, evaluation and the provision of consultation services, as deemed necessary by the child find process and documented in students' individual education plans (IEPs).
 - The services provided are necessary for the students to make progress on IEP goals and the general education curriculum. The District shall provide an atmosphere that is conducive to learning and shall meet the needs of the students' special physical, sensory and emotional needs, and MDE Monitoring & Compliance Standards. The Contractor will submit billing on a monthly basis or upon the completion of each assessment/consultation services.
- Services provided by Designs for Learning which are provided in General Education under the School Support services are:
 - Literacy Services: A Service Provider is available to provide teachers, paraprofessionals and support staff with training and coaching in the Orton Gillingham style of reading and writing instruction.
 - English Language Learner Services

The Contractors are duly qualified to perform these services and hold appropriate licensure by the Board of Teaching, the Commissioner of MDE, or the Department of Human Services for the necessary service which they provide. Furthermore, a copy of the licensure or appropriate board certification for each person who will be providing services will be submitted to the District.

The parties agree to the following:

1. The Contractor shall provide a licensed Director of Special Education and/or Special Education Coordinator and additional Service Provider as agreed upon to meet the objectives stated above.
2. The Contractor shall provide services as defined in the Individuals with Disabilities Education Improvement Act, and MN. R. 3525.2405
3. The Director of Special Education will provide oversight to assure that instruction, curriculum, related services, supplemental aids, shall be essentially equivalent to the general education program.
4. The Contractor will submit billings for the base fee, due on or before July 1 and will submit any additional billing on a monthly basis. Billings will reflect service hours and the name of the professional providing the service for related services.
5. The Director of Special Education shall be responsible for the oversight of the contracted services contained within the Agreement.
6. The District shall provide all documentation and data required so that the contractor can meet all State and Federal deadlines and requirements in a timely manner.
7. The District agrees to abide by all legal mandates as defined in the Individuals with Disabilities Education Improvement Act, and MN. R. 3525.

Third Party Billing Hourly (separate from the base fee):

Fee: \$95 per hour for up to 100 hours

Minnesota law requires all public schools to seek payment from third parties, including both public and private health plans, for health related services provided to children who receive special education services through an Individualized Education Program (IEP).

Designs for Learning will assist in training school staff on Third Party Billing laws and systems. Once the systems are set up, DL staff may train school staff on the processes of submitting acceptable invoices for reimbursement through the Third-Party Billing System through the Department of Human Services.

Additional Terms

- Most services will be billed on a prorated monthly basis, unless otherwise stated. Additional services requested by the board and approved by DL will be billed on a monthly basis as incurred.
- Travel time to and from the DL office to provide on-site service is billable at the appropriate service offering rate, but we will make every effort to maximize value of all the time billed.
- Additional support that might require travel is billed at the current IRS approved mileage rates and lodging expenses approved in advance by both parties.
- Invoices not paid within 30 days will be subject to late fees. Outstanding balances are charged at 1% per month, minimum of \$15.
- We recommend that the director of the school, the president of the school's board, and the President of DL (or their designees) meet two or three times to review the quality of currently delivered services and report their findings to the full board.

Bid for Contract Proposal for Vended Meals to Stem Academy

Submitted by Vendor: Muna Halal Food Catering
1352 3^d Ave. SE
Rochester, Minnesota 55904
Phone: (507) 208-0677
Fax: (507) 206-3396
Tax ID#: 01-0729212
License#: 20101608
Contact Person: Abdisalan Sahal
E-mail: munahalal3@gmail.com

Bid Duration: This bid will have an effective duration until October 1, 2017, to allow for ample consideration time in the process of awarding of a contract. Nonetheless, it is anticipated that a contract shall be executed prior to the first day of the 2017/2018 school year if Stem Academy awards a vended meals contract to Muna Halal based upon its contract proposal and bid.

Muna Halal Food Catering hereby bids catering at fixed prices per meal (with delivery price to be included). Below are the fixed price bids for students:

Breakfasts at \$ 2.70 per student

Lunches at \$ 3.70 per student

Snacks at \$1.10 per student

Charges for adult breakfasts will be \$2.90 per adult and lunches will be \$ 3.90 per adult.

Costs for paper/plastic products will be charged at bulk cost. If Stem Academy opts for contracting on a renewal basis, we would be open to such a provision based upon the Consumer Price Index or another agreed upon indicator to adjust fixed prices per meal for renewal of the contract in subsequent school years.

Billing Frequency: Monthly basis

Date: _____

By:

Abdisalan Sahal
Owner, Muna Halal Food Catering

School Nutrition Programs CONTRACT for VENDED MEALS

A school that participates in School Nutrition Programs must meet the program requirements specified in this agreement in order to claim program reimbursements for meals provided by a Vendor.

I. Purpose and Term

This contract, between School Food Authority (SFA) STEM Academy

SFA's Sponsor ID Number (CLiCS) 2000010073

and Vendor Muna Halal Food Catering authorizes that Vendor will provide meals, snacks or milk in accordance with this contract and the federal regulations and policies applicable to the U.S. Department of Agriculture (USDA) Child Nutrition program(s) identified in Section II, and if applicable Section XIV, of this contract.

The contract is effective for the period of:

September , 2017 through August , 2018 _

If allowed in Section XIII, this contract may be renewed for one or more additional one-year terms upon mutual agreement of SFA and Vendor.

Vendor will provide meals to SFA site(s) listed below or on an attached list.

Site Name	Site Address	CUES Number if known
Rochester STEM Academy	415 16th St. SW, Rochester, MN55902	2000010073

SFA will notify Vendor with _____ days' notice of changes to sites:

If all sites do not receive the same types of meals, describe differences between sites here:

II. Meal Requirements

A. Vendor will provide meals, snacks and/or milk that meet applicable School Nutrition Programs requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010 (check all programs that apply):

- li] Lunches meeting National School Lunch Program requirements,* 7 CFR 210 (meal pattern attached).
- li] Breakfasts meeting School Breakfast Program requirements, 7 CFR 220 (attach copy of meal pattern).
- li] Snacks meeting Afterschool Care Snacks requirements, 7 CFR 210 (attach copy of snack pattern).
- li] Milk meeting Special Milk Program requirements, 7 CFR 215 / Minnesota Kindergarten Milk Program.

SFA has attached the cycle menus that were used in solicitation of the contract. The meals or snacks served under the contract will conform to the attached cycle menus at least for the first cycle and thereafter may be adjusted as needed by mutual agreement of the parties provided that applicable meal pattern requirements are met.

If SFA requires Vendor to provide any meals that meet requirements other than the program requirements listed above, describe other requirements here:

8. Vendor will provide meals to SFA in the following manner (check one):

- Unitized meals.
- Bulk quantities accompanied by written instructions regarding the planned portion size for each food component.
- li] Service of meals to SFA participants.

C. Vendor will also provide (check all that apply):

- li] Eating Utensils.
- li] Condiments.
- li] Paper Items.
- Extra Milk.
- li] Transportation Containers.
- Other, describe:

III. Meal Charges and Billing

- A. SFA will pay the following fixed prices for meals that meet SNP requirements and are delivered in accordance with the contract. The fixed prices are the total amount due from SFA for each meal type. Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices.

Breakfast \$ 2.70 —

Snack \$1.10

Lunch \$ 3:70

Meals (check one) [!] include milk **D** do not include milk

If applicable, describe other charges such as for extra milk, adult meals, and adjustments to meals to accommodate special dietary needs:

NOTE: Neither the Minnesota Department of Education nor USDA assumes any liability for meal payments.

- B. Vendor will bill SFA as described (include frequency of billing):

Monthly

- C. If the cost of a substituted food item or beverage provided to a student with a medical or special dietary need in accordance with Section IV exceeds the standard meal or milk payment to Vendor shown above, SFA will reimburse Vendor for the additional costs if requested by Vendor and supported by documentation of the additional cost. Additional costs may be specified above or, if not specified above, submitted by Vendor on an as-needed basis. Neither Vendor nor SFA may charge any additional amount to qualifying students who receive substitutions or modifications required by law or SFA policy.

IV. Substitutions and Modifications for Medical or Special Dietary Needs

Vendor will substitute food or beverage items or modify food items for qualifying students as required by federal and state law (Sections A and B below), and if required by any SFA policies (Sections C and D below).

If Vendor incurs additional costs for substitutions in accordance with Sections A through D below that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs, in accordance with Section III - Meal Prices. Neither Vendor nor SFA may charge any additional amounts to students who qualify for substitutions.

A. Substitutions or Modifications for Students with Disability - Federal Requirement

Vendor will provide substitutions to, or modifications of, meals as required by federal law for students who are documented by a physician to be unable to consume the regular program meals due to a disability. A physician's statement must identify the student's disability, the major life activities affected by the disability, the food or foods to be omitted from the student's diet, and the food or choice of foods that must be substituted. The statement must be signed and dated by the physician and must be maintained on file.

B. Lactose-Reduced Milk for Students with Lactose Intolerance - State Requirement

Vendor will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes section 1240.114, upon the written request of the parent of a lactose-intolerant student: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. The parent's request must be maintained on file.

C. Meal Substitutions for Students without Disability (Optional)

[!] If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer meal substitutions for *students who do not have a disability* but who are unable to eat the regular meals due to medical or special dietary needs. Vendor will provide substitutions for students who do not have a disability upon the written request of a recognized medical authority (physician, physician's assistant, certified nurse practitioner, registered dietitian, licensed nutritionist, or chiropractor). The request must specify the food or foods to be omitted from the student's diet, the food or choice of foods that must be substituted, be signed and dated by the recognized medical authority, and be maintained on file.

D. Non-Dairy Fluid Milk Substitutes (Optional)

[!] If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer one or more *non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk* to students with a medical or other special dietary need. Vendor will provide non-dairy fluid milk substitute(s) in accordance with SFA's policy. A request for a non-dairy fluid milk substitute must be in writing, identify the medical or other special dietary need that restricts the student's diet, be signed and dated by the parent/legal guardian or a medical authority (physician, physician's assistant, certified nurse practitioner, registered dietitian, licensed nutritionist, or chiropractor), and be maintained on file. Product information must be maintained on file to document that the non-dairy product(s) offered to students meet School Nutrition Programs standards for non-dairy fluid milk substitutes.

V. USDA Foods

Check one:

- Ii] SFA does not receive U.S. Department of Agriculture (USDA) Foods. This section of the contract is not applicable.
 - D SFA receives USDA Foods to which it is entitled through the USDA Food Distribution Program. Vendor will perform activities relating to USDA Foods, including crediting SFA for the value of commodities received for use, as described here.
- A. Vendor will perform the specific activities relating to USDA donated foods that are indicated below (check or describe each activity). Vendor assures SFA that such activities will be performed in accordance with the applicable requirements in 7 CFR 250.
- D Preparing and serving meals.
 - D Ordering or selection of donated foods, in coordination with SFA and in accordance with 7 CFR 250.58(a).
 - D Storage and inventory management of donated foods, in accordance with 7 CFR 250.52.
 - D Payment of processing fees or submittal of refund requests to a processor on behalf of the recipient agency, or remittance of refunds for the value of donated foods in processed end products to the recipient agency, in accordance with the requirements in 7 CFR 250 subpart C.
 - D Additional activities (describe):
- B. Vendor will credit SFA for the values of USDA Foods received for use by Vendor during the term of the contract, including both entitlement and bonus foods and the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a). SFA must ensure that the method and timing of crediting does not cause its net cash resources to exceed the limits established in 7 CFR 210.9(b)(2).

Vendor will not charge any fees related to USDA Foods in addition to the fixed meal prices, or request any reimbursement of costs related to USDA Foods.

Method of Crediting:

During the contract year, Vendor will credit SFA on a monthly basis for the cash values of USDA Foods received by Vendor for use. Cash values of USDA donated foods will be established by the most current documentation available from the Minnesota Department of Education at the time of crediting. If SFA and Vendor mutually agree, Vendor may instead credit SFA for the value of USDA Foods received for use by reducing the amounts invoiced for lunches by the current per-lunch entitlement value of USDA Foods.

Annual Reconciliation:

Regardless of the method used for crediting during the year, SFA will conduct an annual reconciliation after completion of the school year, based on the year-end commodities received report supplied by the Minnesota Department of Education, to ensure that Vendor has credited SFA for the value of all USDA Foods received for use during the contract year. Vendor will pay SFA for any value of USDA Foods received for use during the year that exceeded the total credits given to SFA during the year. SFA will pay Vendor for the amount of any credits received during the year that exceeded the value of USDA Foods received for use during the year, unless other procedures are specified here.

- C. Vendor will use all USDA donated ground beef and ground pork products, and all processed end products, in SFA's food service. Vendor will use all other USDA donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA donated foods, in SFA's food service. Vendor will comply with the storage and inventory requirements for USDA donated foods in 7 CFR 250.52. Upon termination of the contract, Vendor will return all unused USDA donated ground beef, donated ground pork, end products and, at SFA's discretion, other USDA donated foods.
- D. Vendor assures SFA that the procurement of processed end products on behalf of SFA, as applicable, will comply with 7 CFR 250 and with provisions of MDE or SFA processing agreements. Vendor will ensure crediting of SFA for the value of USDA donated foods contained in such end products at the processing agreement value. Vendor will not itself enter into a processing agreement with a processor.
- E. Vendor and SFA will maintain records relating to the use of USDA donated foods, in accordance with 7 CFR 250.54.
- F. SFA will ensure that Vendor is in compliance with the requirements of 7 CFR 250 through its monitoring of the food service operation as required in 7 CFR 210 and 225, as applicable.
- G. SFA, MDE, USDA, the Comptroller General, or their authorized representatives, may perform onsite reviews of Vendor's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA donated foods.

VI. Ordering and Delivering

- A. SFA or sites will notify Vendor in advance of the number of meals needed.

Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

Indicate deadline(s) for SFA or sites to send meal orders (such as by a set time on the previous day or the same day of the meal service) and how notice will be provided, by e-mail,

telephone or in person. Indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites. Describe here, or reference here to attached information:

B. Vendor will deliver meals as described. Include time(s) for each site.

(For each meal service, indicate time that meal will be delivered or picked up by SFA. If more than one site, indicate for each site.) Describe here, or reference here to attached information:

C. Responsibility for transport containers:

(Indicate whether Vendor or SFA will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or SFA/Site to return transport containers. If more than one site, indicate any differences between sites.)

Describe here, or reference here to attached information:

VII. Recordkeeping and Availability of Records

A. Vendor agrees to maintain full and accurate records, which are required for SFA to claim reimbursements through School Nutrition Programs. Required records include: 1) daily menu records; 2) daily quantities of food prepared, by type of meal; 3) daily number of meals furnished, by type of meal.

B. At the end of each month, Vendor will submit copies of the records of menus and numbers of meals furnished to SFA. Vendor will submit copies of food production records to SFA upon request.

C. Vendor agrees that books and records pertaining to Vendor's food service fund will be made available to SFA upon request and agrees to retain all records for inspection and audit by representatives of SFA, Minnesota Department of Education, USDA, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract, except that in circumstances where audit findings have not been resolved the records must be retained beyond the three-year period until resolution of the audit.

VIII. Health and Sanitation

- A. Vendor and SFA agree that state and local health and sanitation requirements will be met at all times. Vendor will meet all state and local health regulations that apply to SFA facilities and any other facilities in which meals are prepared. Vendor will maintain applicable health certifications for facilities outside SFA in which meals are prepared.
- B. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- C. SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

IX. SFA Control of Food Service

SFA will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies. SFA will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from the Minnesota Department of Education.
- B. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- C. Ensure that the food service operation is in conformance with SFA's agreement with the Minnesota Department of Education to participate in SNP.
- D. Maintain all applicable health certifications for SFA and assure that all state and local health regulations are being met by Vendor, if preparing or serving meals at a SFA facility.
- E. Monitor vended meals to ensure the food service is in conformance with program regulations.
- F. Retain signature authority on the SNP agreement with the Minnesota Department of Education. Retain signature authority for the annual SNP application and monthly SNP claims by electronically submitting required information to the Minnesota Department of Education.
- G. Prepare contract documents for vended meals.
- H. Review, approve or deny, and if applicable verify Applications for Educational Benefits and provide hearings related to adverse actions.

X. Additional Vendor Responsibilities

Vendor agrees to comply with the following SNP requirements:

- A. Not offer a la carte food service unless free, reduced-price and full price reimbursable meals are offered to eligible students.
- B. Buy American domestic commodities and products for vended meals to the maximum extent practicable. Domestic products are those that are produced in the United States and those that are processed in the United States substantially (51 percent or more) using agricultural commodities produced in the United States.
- C. Comply with the following, as applicable, incorporated into this contract by reference:
 - 1) All applicable parts of state energy conservation standards (Minn. R. Chapter 216C) and the Minnesota Energy Code (Minn. R. Chapter 7670).
 - 2) The requirements established in USDA regulations concerning USDA rights to copyrights, patent rights and rights in data and reporting of discoveries and inventions.
 - 3) If contract exceeds \$2,500: Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the U.S. Department of Labor regulations (29 CFR Part 5).
 - 4) If contract exceeds \$10,000: Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in the U.S. Department of Labor regulations (41 CFR Part 60).
 - 5) If contract exceeds \$100,000: All applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and the U.S. Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use of facilities included on the EPA List of Violating Facilities. Contractor will report all violations to the grantor agency and to the EPA Administrator for Enforcement (EN-329).

XI. Nonperformance or Noncompliance and Bonding Requirement

In cases of nonperformance or noncompliance on the part of Vendor, Vendor will pay SFA for any excess costs which SFA may incur by obtaining meals from another source. SFA will notify Vendor (and surety vendor if performance bond is in effect) of specific instances of unsatisfactory performance. If Vendor does not immediately take corrective action, SFA may negotiate another contract (or request surety Vendor to provide another Vendor). Vendor in default is liable for any difference in price between the original price and the new contract price.

Describe any bonding requirements here:

XII. Termination

Either party may terminate this contract by notice in writing as described:

(The number of days required for notice of termination, not to exceed 60 days, must be stated.)

XIII. Contract Renewal

SFA and Vendor may mutually agree to renew the contract up to the number of times indicated below, with financial terms for each renewal adjusted using the economic index described below. The contract may not automatically renew.

If SFA is a public school or district, the contract may be renewed for up to a maximum of two years following the original contract, in accordance with Minnesota Statutes section 123B.52. If SFA is not a public school or district, contract may be renewed for up to a maximum of four years following the original contract.

Economic Index for Price Adjustment: Prices for a renewed contract will be adjusted from the previous contract year's prices by a percentage *not to exceed* the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Food Away from Home in the Midwest Region (U.S. Bureau of Labor and Statistics). The change in the index will be measured by the change in the index during the calendar year preceding the contract effective date, unless a different time period is specified here:

XIV. Summer Food Service Program

Vendor agrees to provide meals for the Summer Food Service Program (SFSP), in accordance with federal regulations at 7 CFR 225 and other SFSP requirements, if SFA participates in the SFSP during the original contract term or during any contract renewal, unless otherwise stated below. SFA will pay vendor for SFSP meals using the same payment structure used for payments to SFA during the school year unless otherwise specified below.

XV. Additional Provisions at Option of SFA and Vendor

Describe additional provisions here, or reference here to additional attached nonfinancial provisions:

Vendor Certification Statements

Check one:

D The contract is for less than \$25,000 - No additional certification statements from Vendor are required.

[!] The contract is for more than \$25,000 but does not exceed \$100,000. Vendor has completed and attached a signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-tier Covered Transactions form.

D The contract exceeds \$100,000. Vendor has completed and attached (1) the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-tier Covered Transactions form, (2) the Certification Regarding Lobbying form, and (3) if applicable as described on the Certification Regarding Lobbying form, the Disclosure of Lobbying Activities form.

Signatures

SFA Name: Rochester STEM Academy

Authorized Representative: Bryann Ross

Title: Interim Director

Signature of Authorized Representative: _____

Date: _____

Vendor Name: Muna Halal Food Catering

Authorized Representative: Abdissa Saha

Title: Owner

Signature of Authorized Representative: _____

Date: _____

Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs - Jan. 2012

Breakfast and Lunch Meal Patterns-Amount of Food^b Per Week (Minimum Per Day)

	Breakfast Meal Pattern Grades 5-Ka	Breakfast Meal Pattern Grades 6-8a	Breakfast Meal Pattern Grades 9-12 ⁸	Lunch Meal Pattern Grades K-5	Lunch Meal Patterns Grades 6-8	Lunch Meal Pattern Grades 9-12
Fruits (cupstu)	5 (1)8	5 (1)8	5 (1)8	2½(½)	2½(½)	5 (1)
Vegetable (cups) c,a	0	0	0	¾(¾)	¾(¾)	5 (1)
Dark green ^f	0	0	0	½	½	½
Red/Orange ^f	0	0	0	¾	¾	1¼
Beans/Peas (Legumes) ^f	0	0	0	½	½	½
Starchy ^f	0	0	0	½	½	½
Other ^g	0	0	0	½	½	¾
Additional veg to reach totalh	0	0	0	1	1	1½
Grains (oz eq) ⁱ	7-10(1)	8-10(1)	9-10(1)	8-9(1)	8-10(1)	10-12(2)
Meat/Meat Alternatives (oz eq)	0k	0k	0k	8-10(1)	9-10(1)	10-12(2)
Fluid milk (cups) ^j	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)

Other Specifications: Daily Amount Based on the Average for a Five-Day Week

	Breakfast Meal Pattern Grades 5-K8	Breakfast Meal Pattern Grades 6-8a	Breakfast Meal Pattern Grades 9-12 ⁸	Lunch Meal Pattern Grades K-5	Lunch Meal Patterns Grades 6-8	Lunch Meal Pattern Grades 9-12
Min-max Calories (kcal) ^k	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) ^l	<10	<10	<10	<10	<10	<10
Sodium (mg) ^m	430	470	500	640	710	840

ⁿTrans fat^o : Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.

^pIn the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see §220.23).

^qFood items included in each food group and subgroup and amount equivalents. Minimum creditable serving is one-eighth cup.

^rOne-quarter cup of dried fruit counts as one-half cup of fruit; one cup of leafy greens counts as one-half of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.

^sFor breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or "Other vegetables" subgroups as defined in §210.10(c)(2)(iii).

^tThe fruit quantity requirement for the SBP (five cups/week and a minimum of one cup/day) is effective July 1, 2014 (SY 2014-2015).

^ularger amounts of these vegetables may be served.

^vThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).

^wAny vegetable subgroup may be offered to meet the total weekly vegetable requirement.

^xAt least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-2013) and in the SBP

beginning July 1, 2013 (SY 2013-2014). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-2015).

^jIn the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).

^kThere is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute one ounce equivalent of meat/meat alternate for one ounce equivalent of grains after the minimum daily grains requirement is met.

^lFluid milk must be low-fat (one percent milk fat or less, unflavored) or fat-free (unflavored or flavored).

^mThe average daily amount of calories for a five-day school week must be within the range (at least the minimum and no more than the maximum values).

ⁿDiscretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than one percent milk fat are not allowed.

^oIn the SBP, calories and trans fat specification take effect beginning July 1, 2013 (SY 2013-2014).

^pFinal sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in §210.10(f)(3) for lunches and § 220.8(f)(3) for breakfast.

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT FORM

The Certification Regarding Debarment form on the following page must be signed by Vendor if the contract is for \$25,000 or more.

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the certification form 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," "participant," "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 to obtain 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 Transactions," 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, search the records on the System for Award Management (SAM). View the SAM website (<https://www.sam.gov/portal/public/SAM/>).
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 as appropriate, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER-TIER COVERED TRANSACTIONS

This certification must be signed by Vendor if the contract is for \$25,000 or more.

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

Read instructions on previous page before completing certification.

(1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Vendor Name: Muna Halal Food Cateing _____

Award Number or Project Name: National School Lunch Program

Name and Title of Authorized Representative: A_b_d_issalana_Sahawone_r _____

Signature: _____

Date: _____, _____

|

|

Amendment to Lease

Morris Memorial, LLC

5524 Logan Street SE
Rochester, MN 55904
Office: 507-254-2873

March 8, 2017

Rochester STEM Academy
415 16th St. SW
Rochester, MN 55902

Re: Rent Confirmation

I am writing today in verification of Rent & CAM amounts. Your payments for period of July 1, 2017 to June 30, 2018 are as follows:

Monthly Rent - \$14,800.00
Monthly CAM - \$4,388.29
Total - \$19,188.29

LANDLORD:
Morris Memorial, LLC

By: _____

Its: _____

TENANT:
Rochester STEM Academy

By: _____

Its: _____

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT is made and entered into effective this 1st day of July, 2017, by and between Morris memorial LLC, a Minnesota limited liability company (“Landlord”) and Rochester STEM Academy (“Tenant”).

RECITALS

Landord and Tenant entered into a lease dated July 1, 2011, for property located at 415 16th Street SW, Rochester, Minnesota; and

WHEREAS, Landlord and Tenant entered into an Amendment to Lease Agreement dated July 1, 2014;

WHEREAS, the parties wish to modify certain provisions of the Lease.

NOW, THEREFORE, the parties hereto agree as follows:

1. Extension. The parties hereby agree to extend the term of the lease for one year commencing July 1, 2017.
2. Rent. The base rent to be paid during the extension period commencing July 1, 2017, is as follows:

July 1, 2017, through June 30, 2018 \$14,800.00 per month

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

All other terms and conditions of the Lease shall remain in full force and effect.

MORRIS MEMORIAL LLC

By: _____
David Schultz, Chief Manager

Rochester Stem Academy

By: _____

Its: _____