

CHEF AGREEMENT

THIS AGREEMENT is made this 1st day of April, 2025 by and between Taher, Inc., a Minnesota corporation, with its principal place of business at 5570 Smetana Drive, Minnetonka, MN 55343 (“Taher”) and Independent School District No. 200, Hastings, with its principal place of business at 1000 West 11th Street, Hastings, MN 55033 (“District”).

WHEREAS, Taher maintains a food service business which provides many different services to its clients, including chef services; and

WHEREAS, the District would like to retain Taher for the purpose of providing chef services.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and for other valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. **Effective Date; Term.** This Agreement shall be effective as of July 1, 2025, and shall continue for a term of one year ending June 30, 2026.

2. **Scope of Work.** Taher shall provide the following services to the District, in an efficient manner consistent with the District’s policies and applicable government regulations and upon the terms and conditions set forth in this Agreement:

The onsite Chef will provide the leadership for menu planning, recipes, grocery specifications, and procurement. The chef will prepare specialty menu items at serving times and rotate during the school year between buildings. The chef will report to the Districts Food Server Director, and will be trained and coached by Taher’s Corporate Chefs. The Chef will have access to Taher’s proprietary recipes, and will work with Taher’s Corporate Registered Dietitian to monitor all menu item and recipes for full compliance to USDA requirements.

3. **Consideration and Terms of Payment.** Taher’s compensation for services performed under this Agreement is \$135,000 annually, billed monthly. For months without a full-time chef, the district will be billed at 75% of the agreed upon monthly amount, provided the district has a chef from Taher assigned to the District and working in the buildings. Accepted methods of payment are check payments. In order to receive payment from the District, Taher must satisfactorily complete services under this Agreement and submit an invoice to the District. Taher shall submit an invoice on a monthly basis, on or before the tenth (10th) day of each month, for the services Taher performed during the previous month pursuant to this Agreement. The District shall pay Taher within thirty (30) days following Taher’s presentation to the District of such invoice. The District shall make its payment based on the hours recorded in the invoice, provided such hours are in accordance with the terms of this Agreement. The District is not responsible for deducting or withholding any amounts paid to Taher, including, but not limited to, federal or state taxes, FICA, or Medicare. There is no compensation to Taher or benefits other than those expressly described herein, including, but not limited to, paid vacation for Taher’s employees, insurance or pension benefits, travel, meals, lodging, or any other compensation.

4. **Indemnity.** Each Party is solely responsible for the alleged acts and omissions of its own officers, employees, officials, agents, and representatives. To the extent permitted by law, Taher or its insurer will hold harmless and defend the District, its board members, administrators, employees, officers, attorneys, insurers, agents and representatives from any and all damages and claims arising by reason of any acts or omissions alleged to have been taken by Taher, its agents, or employees in performance of this Agreement. To the extent permitted by law, Taher or its insurer will indemnify and defend the District, its board members, administrators, employees, officers, attorneys, insurers, agents and representatives for any and all related liabilities, demands, claims, suits, losses, damages, cause of action, fines or judgments, including costs, attorney and witness fees, and incidental expenses, made against the District and arising by reason of any acts or omissions alleged to have been taken by Taher, its agents, or employees in performance of this Agreement. The District's liability is limited to its own negligence, and the District will not assume liability in excess of its insurance caps.

5. **Insurance.** Taher shall maintain, as a direct cost of operation, Worker's Compensation insurance as required by law; General Liability, including products liability, insurance with limits of \$2,000,000 for injury or death of any one person, \$5,000,000 for injury or death of two or more persons in any one occurrence; and \$500,000 for property damage for each occurrence; and Automobile Liability insurance with limits of \$1,000,000 for injury or death to any one person, \$3,000,000 for injury or death of two or more persons in any one occurrence; and \$500,000 property damage for each occurrence. At the District's request, Taher shall deliver to the District certificates evidencing such insurance.

6. **Laws; Licenses; Taxes.** Taher shall comply with all State and Federal statutes, rules, and regulations applicable to the services provided under this Agreement which now exist or which may be promulgated during the term of this Agreement. Taher shall pay, when due, all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Agreement. Taher acknowledges that Taher and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Taher will have no authorization, express or implied, to bind the District to any agreements, liability, or understanding except as expressly set forth herein. Taher will be solely responsible for the acts of Taher, its employees and agents.

7. **Independent Relationship.** Taher will perform services pursuant to this Agreement as an independent contractor and not as an employee of the District. Neither Taher nor any agent or employee of Taher will be or will be deemed to be an agent or employee of the District. Nothing in this Agreement may be construed to create an employment relationship, a partnership, a joint venture, or a joint enterprise between the District and Taher. The District does not have the right to control the procedures for accomplishing the contracted services. Taher is to set its own schedule, determine its own methods, furnish its own tools, and take care of its own expenses. Taher shall hold the District harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Taher is responsible under this Agreement, and from all attorney's fees and other costs incurred by the District in contesting or defending against any responsibility therefore which is asserted against the District

8. **Data Privacy.** Any information Taher creates, collects, receives, stores, uses, or disseminates during the course of its performance of this Agreement, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential by Taher and in conformance with any District data privacy policies and all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Taher shall comply with any applicable requirements as if it were a governmental entity, and Taher shall not disclose any data described herein. The remedies in Minnesota Statutes Section 13.08 apply to Taher. Taher shall report immediately to the District any requests from third parties for information related to this Agreement, and Taher shall not disclose such data. The District will respond to such data requests. All subcontracts, if allowed, will contain the same or similar data practices compliance requirements.

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

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

11. **Termination.** The District and/or Taher may terminate this Agreement at any time without cause, upon thirty (30) days' written notice to the other Party. In the event of such termination, the District must make any remaining payments to Taher, calculated on a pro rata basis and pursuant to the terms of Section 3 of this Agreement. The District has no obligation to pay Taher for work performed or costs incurred after receipt of notice of termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided. The District may terminate this Agreement in whole or in part for cause upon seven (7) days' written notice if Taher fails to comply with any material term or condition of this Agreement.

12. **Disputes.** Any disputes which cannot be resolved by the parties negotiating in good faith within thirty days shall be finally determined by litigation in the state or federal court located in the county of Dakota, State of Minnesota. Waiver by either party of any term or condition of this Agreement will not constitute a waiver of any other terms or condition of this Agreement. If

either party asserts that a provision of this Agreement is ambiguous, the Agreement must be construed to have been drafted equally by the parties

13. **Assignment.** Taher shall not assign any obligations of this Agreement without the prior written consent of the District. Taher shall not subcontract or contract with another party or entity to perform services or provide goods under this Agreement without prior written consent of the District. In the event of any assignment or agreement to subcontract, Taher shall remain responsible for its performance and that of any assignee or subcontractor under this Agreement.

14. **Notice.** Any notice required by or pertaining to this Agreement shall be in writing and shall be deemed sufficiently given if delivered in person or sent by certified mail, return receipt requested, to the address of the parties set forth below: Taher: 5570 Smetana Drive Minnetonka, MN 55343-9022; the District: Director of Finance & Operations.

15. **Miscellaneous.** This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and supersedes any and all other oral, written, expressed or implied agreements between the parties pertaining to such subject matter. This Agreement shall only be changed by a written instrument signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. No waiver of any term, condition or covenant of this Agreement by a party shall be deemed to be a waiver by such party of any subsequent breaches of the same or other terms, covenants or conditions of this Agreement. This Agreement shall be governed by and construed in conformance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates recorded by their signatures.

TAHER, INC.

By: _____
Its: _____

Date: _____

INDEPENDENT SCHOOL DISTRICT NO. 200

Board Chair

Date: _____

Board Vice-Chair

Date: _____