



**ROCK RIDGE PUBLIC SCHOOLS  
411 SOUTH 5TH AVENUE  
VIRGINIA MN 55792**

## **Working Session**

**Monday, March 6, 2023 at 5:00 PM**

**Rock Ridge Administration Building, 1405 Progress Parkway,  
Virginia, MN 55792**

### **AGENDA**

- |                                                   |    |
|---------------------------------------------------|----|
| 1. Call to order.                                 |    |
| 2. Boosters and potential vending contract.       | 2  |
| 3. Eveleth school properties and City of Eveleth. |    |
| 4. Rough draft Equity Plan.                       | 19 |

# AGREEMENT

**Versa Vend Vending, Inc.**, a Minnesota corporation d/b/a First Choice Food & Beverage Solutions, ("First Choice") and ROCK RIDGE SCHOOL DISTRICT ("Customer") Agreement effective as of January 13th, 2023 ("Effective Date").

## RECITALS

- A. First Choice manufactures, sells and vends various beverage and food products in any such form (i.e. liquid, powder, etc.), including without limitation soft drinks, juices, mineral and other waters, isotonic, teas, nonalcoholic beverages, candies, snacks and other food and beverage products (collectively the "Products").
- B. Customer owns and operates a SECONDARY/HIGH SCHOOL and associated facilities and properties now and later constructed or owned by Customer in the City of EVELETH, in the state of MN ("Properties")
- C. Customer has requested from First Choice a proposal and agreement for exclusive vending, fountain, concession, advertising and marketing rights related to the Products in and around the Properties, as applicable.

## AGREEMENT

In consideration of the parties' mutual promises and covenants in this Agreement and for other good and valuable consideration, the sufficiency of which the parties acknowledge, the parties agree as follows:

1. **Term.** This Agreement will become effective when signed by both parties and the Term shall begin on the Effective Date and will continue for a period of fifteen (15) years or until Customer has purchased the Volume Commitment in paragraph 15(I), whichever occurs last. When used in the Agreement, the term "Year" means each consecutive twelve-month period during the Term, beginning with the first day of the Term.
2. **Consideration.**
3. **Vending Equipment.** Customer gives First Choice the exclusive right to place First Choice's vending, coolers, dispensing equipment and other equipment necessary to vend, sell and dispense the Products ("Vending Equipment") in locations on all of the Properties. Ownership and title to Vending Equipment, merchandise and supplies shall remain at all times with First Choice.
4. **Fountain Equipment.** Customer gives First Choice the exclusive right to place First Choice's fountain equipment and other equipment necessary to dispense the Products ("Fountain Equipment") in mutually agreeable locations on all of the Properties. Ownership and title to Fountain Equipment, merchandise and supplies shall remain at all times with First Choice.

5. **Concession Rights.** Customer gives First Choice the exclusive right to supply the "Products" as defined in section A of this Agreement for all concessions at all of the Properties and at all events held on the Properties using concession, Vending Equipment and Fountain Equipment, including but not limited to all coolers, menu boards, premix units, canisters, and other equipment ("Concession Equipment").
6. **Advertising and Marketing Rights.** Customer gives First Choice the exclusive right to advertise and market the Products on the Vending Equipment, Fountain Equipment, Concession Equipment and all of First Choice's other equipment and advertising materials related to the Products in and around all of the Properties and at all events held at the Properties. Customer will not allow any other equipment of a similar nature or any other form of commercial advertising or marketing for goods or products similar to the Products to be placed in or around any of the Properties during this Agreement's term.
7. **Exclusive Agreement.** The parties expressly acknowledge and agree that the vending, fountain, concession, advertising, marketing and other rights related to the Products granted to First Choice pursuant to this Agreement will be exclusive to First Choice, and Customer will not allow any other person or entity to exercise such rights on any of the Properties during this Agreement's term. Customer agrees to not solicit, accept, view or entertain any competitive offers during the Term of the Agreement.
8. **Product Purchase.** Customer agrees to purchase from First Choice all wholesale "Products" as defined in section A of this Agreement used in or around any of the Properties or at any events held at the Properties during this Agreement's term.
9. **Product Pricing.** See Attachment A. First Choice shall be allowed to adjust or charge for taxes, fees, condiments and uncontrollable cost increases including, but not limited to, those imposed by Local, State or Federal Government.
10. **Commission on Vending Products.** See Attachment B. First Choice or an affiliate will pay to Customer, if applicable, a commission based upon the following percentages of net sales (net sales is defined as money collected less applicable taxes, Product spoilage, out of date Product, Product theft and fees) on the Products sold in Vending Equipment on the Properties, if and only if the net sales of Products qualify for a commission.

11. **Utilities.** Customer at its sole cost will provide all proper and current code compliant, electrical and any other service connections (including but not limited to, water, water lines and plumbing) necessary to operate the Vending Equipment, Fountain Equipment, Concession Equipment and all of First Choice's advertising equipment (any such electrical or service connection, a "Utility" and, collectively, the "Utilities"). First Choice is not responsible, in anyway nor at any time, including, but not limited to, for the cost, site plans, permits or anything related to provision of any Utility, including, but not limited to, water lines, plumbing or electrical hook ups to properly operate First Choice's Vending Equipment, Fountain Equipment, Concession Equipment or any of First Choice's other equipment or advertising materials (collectively, the "First Choice Equipment"). Customer will promptly notify First Choice of any service interruptions or problems, including Customer's inability to provide all necessary Utilities at the time any First Choice Equipment is installed or at any time thereafter (any such incident, a "Service Interruption"), and will provide First Choice employees with access to the First Choice Equipment promptly following any such Service Interruption. Notwithstanding any delay by Customer in notifying First Choice, any Service Interruption as and when it occurs shall constitute a Default under paragraph 11 of this Agreement. The area(s) in which the Vending Equipment, Fountain Equipment, Concession Equipment and any of First Choice's other equipment or advertising materials is(are) located will be kept in a clean and sanitary condition by Customer. Customer will not remove or tamper with the Vending Equipment, Fountain Equipment, Concession Equipment or any of First Choice's other equipment or advertising materials without the prior written consent of First Choice.
12. **First Choice's Option to Terminate.** First Choice may renegotiate or terminate this Agreement upon thirty (30) days notice or sooner, if First Choice's annual net sales from Vending Equipment, Fountain Equipment, Concession Equipment or any other equipment in and around the Properties are less than \$14,625.90 or if First Choice's annual sales of wholesale Products at the Properties are less than 304 Units. Upon this Agreement's termination, First Choice may remove the Vending Equipment, Fountain Equipment, Concession Equipment and all of First Choice's other equipment and materials from the Properties.
13. **Default.** If either party fails to comply with or perform any material provision or condition of this Agreement (a "Default"), and the defaulting party has failed to cure the Default within sixty (60) days after written notice has been given to the defaulting party which specifies in reasonable detail the nature of such default (or if such noncompliance cannot be reasonably cured within sixty (60) days, the defaulting party has not provided assurances, reasonably satisfactory to the non-defaulting party, that such noncompliance will be cured as soon as reasonably possible), then the non-defaulting party may terminate this Agreement. Upon this Agreement's termination, First Choice may remove all of its Vending Equipment, Fountain Equipment, Concession Equipment and all of its other equipment and property from the Properties.

14. **Prevailing Party Attorneys' Fees.** If a party to this Agreement shall bring any action, suit, counterclaim or appeal against any other party, declaratory or otherwise, to enforce the terms hereof or to declare rights hereunder (an "Action"), the non-prevailing party in such Action shall pay to the prevailing party in such Action the prevailing party's reasonable attorney's fees and third-party expenses actually incurred in prosecuting or defending such Action and/or enforcing any judgment, order, ruling or award, including on consent of the parties or otherwise in final settlement of such Action (a "Decision"), granted therein, including such fees and expenses incurred prior to commencement of such Action from and after the non-prevailing party's breach of the Agreement, all of which shall be deemed to have accrued from the commencement of such Action. Any Decision entered into in such Action shall contain a specific provision providing for the recovery of attorneys' fees and third-party expenses actually incurred in obtaining and enforcing such Decision. The court may fix the amount of reasonable attorneys' fees and third-party expenses upon the request of any party. For purposes of this paragraph 14, attorneys' fees shall include, without limitation, fees incurred in connection with (i) post-judgment motions and collection actions, (ii) contempt proceedings, (iii) garnishment, levy and debtor and third-party examination, (iv) discovery and (v) bankruptcy litigation. The terms of this paragraph 14 shall survive expiration of the Term of this Agreement as set forth in paragraph 1 or any earlier termination of this Agreement.

15. **Miscellaneous**

- A. **Entire Agreement.** This Agreement is the parties' entire agreement regarding its subject matter. The parties may not amend this Agreement except in writing signed by both parties.
- B. **Binding Effect.** This Agreement will bind upon and benefit the parties' respective heirs, representatives, successors and assignees.
- C. **Governing Law.** Minnesota law will govern this Agreement.
- D. **Survival.** The invalidity or unenforceability of any provision of this Agreement will not affect or impair the validity of any other provision.
- E. **Counterparts.** The parties may execute this Agreement in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.
- F. **Renewal.** This Agreement shall be automatically renewed at the end of the original term or any subsequent renewal term for a renewal term of three years or the original term length, whichever is greater, unless either party gives written notice to the other of its intention to terminate this Agreement provided such notice is given thirty (30) days prior to the termination date.

- G. **Non-Disclosure.** Neither party shall disclose to any third party without the prior written consent of the other party, any information concerning this Agreement or the transactions contemplated hereby, except for disclosure to any employees, attorneys, accountants and consultants involved in assisting with the negotiation and closing of the contemplated transactions, or unless such disclosure is required by law. A party that makes a permitted disclosure must obtain assurances from the party to whom disclosure is made that such party will keep confidential the information disclosed.
- H. **Titles and Severability.** The titles and headings used herein are merely for convenience and shall not be considered part of the Agreement. If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
- I. **Volume Commitment.** Customer agrees that it will purchase 5065 Units during the Term. A "Unit" is defined as a 24-count case of bottles or cans, one premix tank, one gallon of syrup or one box of coffee.

**Attachment A**

<b>ITEM</b>	<b>VEND PRICE</b>
12 oz Cans	\$1.00
20 oz Sparkling	\$2.50
NonCoke Cans	\$1.50
Still Beverages	\$2.25
Still Beverages	\$2.50
Still Beverages	\$3.00
Still Beverages	\$3.00
Still Beverages	\$3.00
Still Beverages	\$2.00
Still Beverages	\$2.50
Still Beverages	\$2.50
Still Beverages	\$2.50
Still Beverages	\$2.50

**Attachment B**

<b>ITEM</b>	<b>COMISSION RATE</b>
12 oz Cans	10.00%
20 oz Sparkling	10.00%
NonCoke Cans	10.00%
Still Beverages	10.00%
Still Beverages	10.00%
Still Beverages	10.00%
Still Beverages	10.00%
Still Beverages	10.00%
Still Beverages	10.00%
Still Beverages	10.00%
Still Beverages	10.00%
Still Beverages	10.00%
Still Beverages	10.00%
Still Beverages	10.00%

The parties have executed this Agreement as of the Effective Date.

**FIRST CHOICE:**

**First Choice Food & Beverage Solutions**



By \_\_\_\_\_  
Michael J. Faber, CEO

On \_\_\_\_\_  
January 13th, 2023  
(Date)

**BUSINESS:**

**Legal Business Name: ROCK RIDGE SCHOOL DISTRICT**

By \_\_\_\_\_  
(Signature)

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

Its \_\_\_\_\_  
(Title)

On \_\_\_\_\_  
(Date)

**\*\*This contract is valid if signed by the Customer before February 14th, 2023.\*\***

# AGREEMENT

**Viking Coca-Cola Bottling Company**, a Minnesota corporation, ("Viking") and ROCK RIDGE SCHOOL DISTRICT ("Customer") Agreement effective as of January 13th, 2023 ("Effective Date").

## RECITALS

- A. Viking manufactures, sells and vends various products in any such form (i.e. liquid, powder, etc.), including without limitation soft drinks, juices, mineral and other waters, isotonic, teas, nonalcoholic beverages, and beverage products (collectively the "Products").
- B. Customer owns and operates a SECONDARY/HIGH SCHOOL and associated facilities and properties now and later constructed or owned by Customer in the City of EVELETH, in the state of MN ("Properties")
- C. Customer has requested from Viking a proposal and agreement for exclusive vending, fountain, concession, advertising and marketing rights related to the Products in and around the Properties, as applicable.

## AGREEMENT

In consideration of the parties' mutual promises and covenants in this Agreement and for other good and valuable consideration, the sufficiency of which the parties acknowledge, the parties agree as follows:

1. **Term.** This Agreement will become effective when signed by both parties and the Term shall begin on the Effective Date and will continue for a period of fifteen (15) years or until Customer has purchased the Volume Commitment in paragraph 14(I), whichever occurs last. When used in the Agreement, the term "Year" means each consecutive twelve-month period during the Term, beginning with the first day of the Term.
2. **Consideration.** Viking agrees to provide \$25,000 in year one of this Agreement. In return, Customer agrees to provide Viking exclusive naming rights to the Football/Track Stadium Concessions including but not limited to, signage, marketing on all electronic/social/printed material and half-time announcements. Customer agrees to host an annual Coca-Cola Game Day for a mutually agreed upon event. Customer also agrees that they will participate in the Powerade For Schools program and will have all required elements represented. Customer and Viking agree the funds earned in years 1-5 will be forfeited. Starting in year 6, any funds earned through the successful Powerade For Schools program will be issued to the school through the term of agreement while the Powerade For Schools is in place. Viking agrees to escrow \$500 into an annual marketing fund to be used for the annual Coca-Cola Game Day and school event product donations. These marketing activities are to be targeted at driving beverage sales. Marketing dollars will not roll over from year to year. Customer agrees to operate and maintain control of all Product sales via concessions or elsewhere during the term of the Agreement except for Vending.

3. **Vending Equipment.** Customer gives Viking the exclusive right to place Viking's vending, coolers, dispensing equipment and other equipment necessary to vend, sell and dispense the Products ("Vending Equipment") in locations on all of the Properties. Ownership and title to Vending Equipment, merchandise and supplies shall remain at all times with Viking.
4. **Fountain Equipment.** Customer gives Viking the exclusive right to place Viking's fountain equipment and other equipment necessary to dispense the Products ("Fountain Equipment") in mutually agreeable locations on all of the Properties. Ownership and title to Fountain Equipment, merchandise and supplies shall remain at all times with Viking.
5. **Concession Rights.** Customer gives Viking the exclusive right to supply the "Products" as defined in section A of this Agreement for all concessions at all of the Properties and at all events held on the Properties using concession, Vending Equipment and Fountain Equipment, including but not limited to all coolers, menu boards, premix units, canisters, and other equipment ("Concession Equipment").
6. **Advertising and Marketing Rights.** Customer gives Viking the exclusive right to advertise and market the Products on the Vending Equipment, Fountain Equipment, Concession Equipment and all of Viking's other equipment and advertising materials related to the Products in and around all of the Properties and at all events held at the Properties. Customer will not allow any other equipment of a similar nature or any other form of commercial advertising or marketing for goods or products similar to the Products to be placed in or around any of the Properties during this Agreement's term.
7. **Exclusive Agreement.** The parties expressly acknowledge and agree that the vending, fountain, concession, advertising, marketing and other rights related to the Products granted to Viking pursuant to this Agreement will be exclusive to Viking, and Customer will not allow any other person or entity to exercise such rights on any of the Properties during this Agreement's term. Customer agrees to not solicit, accept, view or entertain any competitive offers during the Term of the Agreement.
8. **Product Purchase.** Customer agrees to purchase from Viking all wholesale "Products" as defined in section A of this Agreement used in or around any of the Properties or at any events held at the Properties during this Agreement's term.
9. **Product Pricing.** See Attachment A. Viking shall be allowed to adjust or charge for taxes, fees, condiments and uncontrollable cost increases including, but not limited to, those imposed by Local, State or Federal Government.

10. **Utilities.** Customer at its sole cost will provide all proper and current code compliant, electrical and any other service connections (including but not limited to, water, water lines and plumbing) necessary to operate the Vending Equipment, Fountain Equipment, Concession Equipment and all of Viking's advertising equipment (any such electrical or service connection, a "Utility" and, collectively, the "Utilities"). Viking is not responsible, in anyway nor at any time, including, but not limited to, for the cost, site plans, permits or anything related to provision of any Utility, including, but not limited to, water lines, plumbing or electrical hook ups to properly operate Viking's Vending Equipment, Fountain Equipment, Concession Equipment or any of Viking's other equipment or advertising materials (collectively, the "Viking Equipment"). Customer will promptly notify Viking of any service interruptions or problems, including Customer's inability to provide all necessary Utilities at the time any Viking Equipment is installed or at any time thereafter (any such incident, a "Service Interruption"), and will provide Viking employees with access to the Viking Equipment promptly following any such Service Interruption. Notwithstanding any delay by Customer in notifying Viking, any Service Interruption as and when it occurs shall constitute a Default under paragraph 10 of this Agreement. The area(s) in which the Vending Equipment, Fountain Equipment, Concession Equipment and any of Viking's other equipment or advertising materials is(are) located will be kept in a clean and sanitary condition by Customer. Customer will not remove or tamper with the Vending Equipment, Fountain Equipment, Concession Equipment or any of Viking's other equipment or advertising materials without the prior written consent of Viking.
11. **Viking's Option to Terminate.** Viking may renegotiate or terminate this Agreement upon thirty (30) days notice or sooner, if Viking's annual net sales from Vending Equipment, Fountain Equipment, Concession Equipment or any other equipment in and around the Properties are less than \$7,595.10 or if Viking's annual sales of wholesale Products at the Properties are less than 329 Units. Upon this Agreement's termination, Viking may remove the Vending Equipment, Fountain Equipment, Concession Equipment and all of Viking's other equipment and materials from the Properties.
12. **Default.** If either party fails to comply with or perform any material provision or condition of this Agreement (a "Default"), and the defaulting party has failed to cure the Default within sixty (60) days after written notice has been given to the defaulting party which specifies in reasonable detail the nature of such default (or if such noncompliance cannot be reasonably cured within sixty (60) days, the defaulting party has not provided assurances, reasonably satisfactory to the non-defaulting party, that such noncompliance will be cured as soon as reasonably possible), then the non-defaulting party may terminate this Agreement. Upon this Agreement's termination, Viking may remove all of its Vending Equipment, Fountain Equipment, Concession Equipment and all of its other equipment and property from the Properties. Notwithstanding anything in this Agreement to the contrary, if Customer terminates this Agreement for any reason, Customer will immediately pay to Viking the sum of:
- A. the prorated portion of the total money paid to Customer for the total term of the contract. Which will be an amount equal to \$159.72 multiplied by the number of months remaining on this Agreement's term following its effective date of termination, plus

B. interest on that amount calculated in (A) above at the rate of twelve percent (12%) per annum multiplied by the number of months in which this Agreement was in place before its effective date of termination.

13. **Prevailing Party Attorneys' Fees.** If a party to this Agreement shall bring any action, suit, counterclaim or appeal against any other party, declaratory or otherwise, to enforce the terms hereof or to declare rights hereunder (an "Action"), the non-prevailing party in such Action shall pay to the prevailing party in such Action the prevailing party's reasonable attorney's fees and third-party expenses actually incurred in prosecuting or defending such Action and/or enforcing any judgment, order, ruling or award, including on consent of the parties or otherwise in final settlement of such Action (a "Decision"), granted therein, including such fees and expenses incurred prior to commencement of such Action from and after the non-prevailing party's breach of the Agreement, all of which shall be deemed to have accrued from the commencement of such Action. Any Decision entered into in such Action shall contain a specific provision providing for the recovery of attorneys' fees and third-party expenses actually incurred in obtaining and enforcing such Decision. The court may fix the amount of reasonable attorneys' fees and third-party expenses upon the request of any party. For purposes of this paragraph 13, attorneys' fees shall include, without limitation, fees incurred in connection with (i) post-judgment motions and collection actions, (ii) contempt proceedings, (iii) garnishment, levy and debtor and third-party examination, (iv) discovery and (v) bankruptcy litigation. The terms of this paragraph 13 shall survive expiration of the Term of this Agreement as set forth in paragraph 1 or any earlier termination of this Agreement.

14. **Miscellaneous**

A. **Entire Agreement.** This Agreement is the parties' entire agreement regarding its subject matter. The parties may not amend this Agreement except in writing signed by both parties.

B. **Binding Effect.** This Agreement will bind upon and benefit the parties' respective heirs, representatives, successors and assignees.

C. **Governing Law.** Minnesota law will govern this Agreement.

D. **Survival.** The invalidity or unenforceability of any provision of this Agreement will not affect or impair the validity of any other provision.

E. **Counterparts.** The parties may execute this Agreement in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

F. **Renewal.** This Agreement shall be automatically renewed at the end of the original term or any subsequent renewal term for a renewal term of three years or the original term length, whichever is greater, unless either party gives written notice to the other of its intention to terminate this Agreement provided such notice is given thirty (30) days prior to the termination date.

- G. **Non-Disclosure.** Neither party shall disclose to any third party without the prior written consent of the other party, any information concerning this Agreement or the transactions contemplated hereby, except for disclosure to any employees, attorneys, accountants and consultants involved in assisting with the negotiation and closing of the contemplated transactions, or unless such disclosure is required by law. A party that makes a permitted disclosure must obtain assurances from the party to whom disclosure is made that such party will keep confidential the information disclosed.
- H. **Titles and Severability.** The titles and headings used herein are merely for convenience and shall not be considered part of the Agreement. If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
- I. **Volume Commitment.** See Attachment B. Customer agrees that it will purchase 5475 Units during the Term. A "Unit" is defined as a 24-count case of bottles or cans, one premix tank, one gallon of syrup or one box of coffee.

**Attachment A****PRODUCT PRICING**

<b>PACKAGE</b>	<b>WHOLESALE PRICE</b>	<b>OFF INV DISCOUNT</b>
1.5OZPLPCN1X40 DECAF EXEC BLND OB	REGULAR WHOLESALE PRICE	\$12.00
1.5OZPLPCN1X40 EXEC BLEND OB	REGULAR WHOLESALE PRICE	\$12.00
12 oz MM Juice	REGULAR WHOLESALE PRICE	\$9.60
12 oz can AHA	REGULAR WHOLESALE PRICE	\$3.00
14 oz Fairlife	REGULAR WHOLESALE PRICE	\$3.00
16 oz Body Armor 12 Pack	REGULAR WHOLESALE PRICE	\$0.25
20 oz 12pk Pade Power Water	REGULAR WHOLESALE PRICE	\$1.50
20 oz Dasani	REGULAR WHOLESALE PRICE	\$14.00
20 oz MM Lite	REGULAR WHOLESALE PRICE	\$13.35
20 oz Powerade	REGULAR WHOLESALE PRICE	\$8.75
20 oz Smart Water	REGULAR WHOLESALE PRICE	\$5.75
20 oz SmartWater Flavors	REGULAR WHOLESALE PRICE	\$2.55
20 oz Sparkling	REGULAR WHOLESALE PRICE	\$13.35
20 oz Vitamin Water 12 Pack	REGULAR WHOLESALE PRICE	\$5.25
2LBPLPCN12X2 ARMADA HOT COCO	REGULAR WHOLESALE PRICE	\$10.00

PACKAGE	WHOLESALE PRICE	OFF INV DISCOUNT
2LBPLPCN1X6 ENG TOFFEE CAPP	REGULAR WHOLESALE PRICE	\$7.00
2LBPLPCN1X6 FR VANILLA CAPP	REGULAR WHOLESALE PRICE	\$7.00
2LBPLPCN1X6 HI-ENERGY MOCHA	REGULAR WHOLESALE PRICE	\$7.00
2LBPLPCN1X6 SALTED CARAMEL CAPPUCCINO	REGULAR WHOLESALE PRICE	\$7.00
700 ml Smart Water	REGULAR WHOLESALE PRICE	\$5.25

**Attachment B**

**Definition of a Unit Calculation**

	<b>Quantity</b>	<b>Total</b>
1.5OZPLPCN1X40 DECAF EXEC BLND OB	2	2
1.5OZPLPCN1X40 EXEC BLEND OB	6	6
12 oz MM Juice	10	10
12 oz can AHA	10	10
14 oz Fairlife	10	20
16 oz Body Armor 12 Pack	20	40
20 oz 12pk Pade Power Water	5	5
20 oz Dasani	25	25
20 oz MM Lite	10	10
20 oz Powerade	50	50
20 oz Smart Water	5	5
20 oz SmartWater Flavors	5	10
20 oz Sparkling	100	100
20 oz Vitamin Water 12 Pack	25	50
2LBPLPCN12X2 ARMADA HOT COCO	4	4
2LBPLPCN1X6 ENG TOFFEE CAPP	1	1
2LBPLPCN1X6 FR VANILLA CAPP	4	4
2LBPLPCN1X6 HI-ENERGY MOCHA	1	1
2LBPLPCN1X6 SALTED CARAMEL CAPPUCINO	2	2
700 ml Smart Water	10	10

Length of Agreement	15 Years
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Total Units during each Agreement term	5475
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The parties have executed this Agreement as of the Effective Date.

**VIKING:**

**Viking Coca-Cola Bottling Company**



By \_\_\_\_\_  
Michael J. Faber, CEO

On \_\_\_\_\_  
January 13th, 2023  
(Date)

**BUSINESS:**

**Legal Business Name: ROCK RIDGE SCHOOL DISTRICT**

By \_\_\_\_\_  
(Signature)

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

Its \_\_\_\_\_  
(Title)

On \_\_\_\_\_  
(Date)

**\*\*This contract is valid if signed by the Customer before February 14th, 2023.\*\***

### Definitions from the Minnesota Department of Education (MDE):

**Educational equity:** The condition of justice, fairness, and inclusion in our systems of education so that all students have access to the opportunities to learn and develop to their fullest potentials. The pursuit of educational equity recognizes the historical conditions and barriers that have prevented opportunity and success in learning for students based on their races, incomes, and other social conditions. Eliminating those structural and institutional barriers to educational opportunities requires systemic change that allows for distribution of resources, information, and other support depending on the student's situation to ensure an equitable outcome. Equity is different from equality. Equity is a principle that is based upon justness and fairness, while equality demands everyone be treated at the same level.

**Resource equity:** Is the allocation and use of resources (people, time, and money) to create student experiences that enable all children to reach empowering and rigorous learning outcomes—no matter their race or income. When we say “equitable,” we do not mean that all students reach the same mediocre level of learning. Instead, we must provide students the kind of experiences they will need to meet rigorous academic expectations and succeed in the fast-changing information- and technology-based world of the future. This means spending more on students who face greater learning challenges AND organizing all our resources in ways that accelerate learning.

**Educational equity:** The condition of justice, fairness, and inclusion in our systems of education so that all students have access to the opportunities to learn and develop to their fullest potentials. The pursuit of educational equity recognizes the historical conditions and barriers that have prevented opportunity and success in learning for students based on their races, incomes, and other social conditions. Eliminating those structural and institutional barriers to educational opportunities requires systemic change that allows for distribution of resources, information, and other support depending on the student's situation to ensure an equitable outcome. Equity is different from equality. Equity is a principle that is based upon justness and fairness, while equality demands everyone be treated at the same level.

**Equitable Access:** When low-income students, students of color or American Indian students are educated by effective, experienced and in-field teachers at rates that are at least equal to the rates at which other students are educated by effective, experienced and in-field teachers. Equitable access requires all students have just, fair, and inclusive access to the educators who would best meet their needs.

**Equitable Access Gap:** The difference between the rate at which low-income students, students of color or American Indian students are educated by effective, experienced and in-field teachers and the rate at which other students are educated by effective, experienced, and in-field teachers. Ineffective teacher: a teacher who is not meeting professional teaching standards as defined in local teacher development and evaluation (TDE) systems.

**Inexperienced Teacher:** A licensed teacher who has been employed for three years or less.

**Low-income Student:** A student who qualifies for free or reduced-price lunch.

**Student of Color or American Indian student:** A student who belongs to a racial/ethnic group—excluding white—as defined under the federal Elementary and Secondary Education Act, as most recently authorized. Student of color refers to Asian, Black, Hispanic, Native Hawaiian/Pacific Islander, or two or more races. American Indians are the indigenous peoples of this continent and citizens of sovereign nations, an important difference from other people of color in the United States. They may have characteristics of persons of color or of ethnic or racial peoples, but American Indians' primary characteristic is political.

**We will have equal opportunities for students.**

**Philosophy:**

- Rock Ridge is committed to having students thrive and grow as unique individuals.
- Rock Ridge acknowledges, accepts, and embraces that our students and staff live in a community of adults and students.
- Rock Ridge is committed to creating a community that embraces a diversity of thought and action

**Resources:**

- Student diversity group
- Relationship building
- MSHSL: Together We Make a Difference
- Dr. Martin Luther King Day and Inclusivity Week (Jan. 16-20)
- Restorative circles, justice, practices
- Restorative justice and discipline
- Staff restorative conversations
- Mental health consultation
- Equity literacy
- Anonymous Reporting
- Anti-racism policies
- Positive Community Norms
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EXPLORING	EMERGING	SUSTAINING	EXTENDING
<ul style="list-style-type: none"> <li>• Some students will have equal access and opportunities to all academic classes, including after school activities</li> <li>• Some students will thrive and grow as unique individuals</li> <li>• Some students and staff acknowledge, accept, and embrace that we live in a community of adults and students</li> <li>• Some students and staff create a community that embraces a diversity of thought and action</li> </ul>	<ul style="list-style-type: none"> <li>• Most students will have equal access and opportunities to all academic classes, including after school activities</li> <li>• Most students will thrive and grow as unique individuals</li> <li>• Most students and staff acknowledge, accept, and embrace that we live in a community of adults and students</li> <li>• Most students and staff create a community that embraces a diversity of thought and action</li> </ul>	<ul style="list-style-type: none"> <li>• All students will have equal access and opportunities to all academic classes, including after school activities</li> <li>• All students will thrive and grow as unique individuals.</li> <li>• All students and Staff acknowledges, accepts, and embraces that we live in a community of learners</li> <li>• All students and staff create a community that embraces a diversity of thought and action</li> </ul>	<ul style="list-style-type: none"> <li>• Student access and opportunities to all academic classes, including after school activities, exceeds all expectations</li> <li>• Students thriving and growing as unique individuals exceeds all expectations</li> <li>• Students and staff acknowledging, accepting, and embracing that we live in a community of learners exceeds all expectations</li> <li>• Students and staff create a community that embraces diversity of thought and action which exceeds all expectations</li> </ul>

**Lagging indicators**

Kids feel safe. Have pride. Parents and staff feel safe. Have pride. Students feel safe and be safe

Consistent celebration of diversity, school wide

Recognizing utilizing different staff. Intentional hiring and retention for diversity.

Tracking of complaints, grievances, etc. (End of year check) (Physical box). No behavioral issues related to diversity, Less discipline referrals

Curriculum multicultural. Intentional curriculum. Curriculum embedded with diversity. We have a desire to share culture. Respect for languages

**Leading Indicator**

Student attendance

Inclusive Classes

Tracking Discipline

Participation in athletics, activities

Hiring diverse staff

Consistently integrating activities and celebrations

Consistently bringing in speaker and staff development activities

Hiring specific individuals (teams) for equity

Embedding multicultural curriculum

Calendars with special events listed

Safe and anonymous reporting methods

Having a budget and following it

**Our Students and Staff will have and demonstrate the skills to be respectful of individuals from other cultures and backgrounds**

**Philosophy:**

- Rock Ridge acknowledges and appreciates we live in an increasingly diverse community.
- Rock Ridge believes we are stronger together.
- Rock Ridge believes we should appreciate and celebrate our differences and similarities.

**Resources:**

- Student diversity group
- Relationship building
- MSHSL: Together We Make a Difference
- Dr. Martin Luther King Day and Inclusivity Week (Jan. 16-20)
- Restorative circles, justice, practices
- Restorative justice and discipline
- Staff restorative conversations
- Mental health consultation
- Equity literacy
- Anonymous Reporting
- Anti-racism policies
- Positive Community Norms
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EXPLORING	EMERGING	SUSTAINING	EXTENDING
<ul style="list-style-type: none"> <li>• Some students and Staff appreciate and celebrate our differences and similarities</li> <li>• Some students and staff will be culturally competent and appreciate we live in an increasingly diverse community</li> <li>• Some students and staff will believe and act that we are stronger together</li> </ul>	<ul style="list-style-type: none"> <li>• Most students and Staff appreciate and celebrate our differences and similarities</li> <li>• Most students and staff will be culturally competent and appreciate we live in an increasingly diverse community</li> <li>• Most students and staff will believe and act that we are stronger together</li> </ul>	<ul style="list-style-type: none"> <li>• All Students and Staff appreciate and celebrate our differences and similarities</li> <li>• All our students and staff will be culturally competent and appreciate we live in an increasingly diverse community</li> <li>• All our students and staff will believe and act that we are stronger together</li> </ul>	<ul style="list-style-type: none"> <li>• Students and Staff appreciating and celebrating our differences and similarities will exceed expectations</li> <li>• Our students and staff who are culturally competent and appreciative that we live in an increasingly diverse community will exceed expectations</li> <li>• Our students and staff who believe and act that we are stronger together will exceed expectations</li> </ul>

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