

## Regular Business Meeting

Tuesday, September 13, 2022 5:30 PM

Board Assembly Room, 1250 West Broadway Avenue, Minneapolis, Minnesota 55411

1) **Call to Order and Roll Call**

2) **Adoption of the Agenda**

3) **Acceptance of Minutes**

3)a. August 12, 2022

3)b. August 16, 2022

4) **Recognitions**

5) **Public Comments**

6) **Recess**

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

7)a. Superintendent's Report

7)b. Data Updates

7)c. Equity and Diversity Impact Assessment (EDIA):  
School Fundraising

8) **Policy Committee Report**

8)a. Revision of Policy 4016: Family Medical Leave  
Act (2022-0054)

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

9)a. Approval of the Consent Agenda

9)a.1. Personnel Items

9)a.1.a. Approval of List A personnel matters  
(2022-09-ER-A)

9)a.1.b. Approval of List B personnel matters  
(2022-09-ER-B)

9)a.2. Contracts

9)a.2.a. Contract with Active Internet  
Technologies (dba Finalsite) (2022-4400001392)

9)a.2.b. Amendment to Contract 2022-4400001507  
with Groves Academy

9)a.2.c. Contract with the Minneapolis Youth  
Coordinating Board (2022-4400001520)

9)a.2.d. Amendment to contract 2022-13827 with  
Sheehy Construction

9)a.2.e. Amendment to contract 2022-13828 with  
Sheehy Construction

9)a.2.f. Contract with Whelan Security (dba  
GardaWorld Security Services) (2022-13795)

9)a.3. Agreements

9)a.3.a. Authorizing a lease for temporary space for KBEM radio station

9)b. Property Tax Levy Pre-Certification (2022-0055)

9)c. Approving the 2022-2027 Project Labor Agreement with the Minneapolis Building and Construction Trades Council (2022-0056)

9)d. Approval of the 2022-2027 Collective Bargaining Agreement Between Special School District No. 1, and Minneapolis Building Trades and Construction Council (2022-9-ER-CBA-MBCTC)

9)e. Approval of the 2021-2024 Collective Bargaining Agreement Between Special School District No. 1, and Service Employees International Union (SEIU), Local 284, Custodial Unit (2022-9-ER-CBA-SEIU-Custodial)

10) **New Business**

10)a. Superintendent Search Process Discussion

11) **Reports from Board of Education Directors**

12) **Adjournment**

**Minneapolis Public Schools – Board of Education  
Special School District No. 1  
Special Meeting  
August 12, 2022**

**I. CALL TO ORDER**

Call to Order of the Board of Education. Pursuant to due notice mailed to each member of the Board of Education not less than three days prior to the time of such meeting, the Board members met in a special meeting at the John B. Davis Educational Services Center August 12, 2022, commencing at 9:00 a.m. Chair Ellison called the meeting to order.

**I. ROLL CALL**

**Present:** Directors: Jenny Arneson, Sharon El-Amin, Ira Jourdain, Nelson Inz, Kimberly Caprini, Kim Ellison

**II. APPROVAL OF THE AGENDA**

**MOTION:** Director Inz moved, seconded by Director Caprini that the Board of Education, Special School District No. 1, approve the Agenda for August 12, 2022. Motion to approve the agenda was put to a vote and carried out unanimously.

**III. ACTION ITEMS BY THE BOARD OF EDUCATION**

**A. CANVASS AUGUST 9, 2022 PRIMARY ELECTION RESULTS**

***RESOLUTION CANVASSING THE VOTES FOR THE AUGUST 9, 2022 PRIMARY ELECTION FOR THE NOMINATION OF CANDIDATES FOR THE OFFICES OF SCHOOL BOARD MEMBERS AT LARGE AND DISTRICT 5 FOR MINNEAPOLIS SPECIAL SCHOOL DISTRICT NO.1***

**WHEREAS**, the State Statutes provide for a School District Primary Election on the second Tuesday in August in the year when the school district general election is held; and

**WHEREAS**, a School District Primary Election was duly held on August 9, 2022; and **WHEREAS**, the School District canvassed the vote totals in accordance with State Statutes; and

**WHEREAS**, the canvassed votes are as follows:

School Board Member at Large (SSD #1)			School Board Member District 5 (SSD #1)		
Candidate	Votes	%	Candidate	Votes	%
KerryJo Felder	30,593	31.25%	Laurelle Myhra	2,834	18.85%
Lisa Skjefte	9,013	9.21%	Leslie Haugland-Smith	1,575	10.47%
Harley Meyer	5,720	5.84%	Elena Condos	1,912	12.72%
Jaton White	8,901	9.09%	Lori Norvell	8,715	57.96%
Collin Beachy	25,199	25.74%			
Sonya Emerick	18,464	18.86%			

**WHEREAS**, there are to be four candidates to advance to the November 8, 2022 General Election, at which time there is to be elected two School Board Members At Large for a period of four years; and

**WHEREAS**, there are to be two candidates to advance to the November 8, 2022 General Election, at which time there is to be elected one School Board Member District 5 for a period of four years;

**NOW THEREFORE BE IT RESOLVED**, by the Board of Directors of Special School District No. 1 (Minneapolis Public Schools), that said election returns are hereby canvassed and that the number of votes received by each candidate voted upon at the said election is hereby attached, and determined the following candidate names be placed on the General Election Ballot for School Board Member At-Large and District 5:

**School Board Member at Large  
(SSD #1) (Elect 2)**

KerryJo Felder  
Lisa Skjefte  
Collin Beachy  
Sonya Emerick

**School Board Member District 5 (SSD #1)  
(Elect 1)**

Laurelle Myhra  
Lori Norvell

ADOPTED this 12th day of August 2022.

**MOTION:** Director Inz moved, seconded by Director Arneson that the Board of Education, Special School District No. 1, approve the resolution canvassing the votes for the August 9, 2022, primary election for the nomination of candidates for the offices of school board members at large and district 5 for Minneapolis Special School District No. 1. The motion to approve the resolution was put to a vote and carried unanimously.

**IV.**

**ADJOURNMENT**

Chair Ellison adjourned the meeting at 9:05 a.m.

**Minneapolis Public Schools – Board of Education**  
**Special School District No. 1**  
**Business Meeting**  
**August 16, 2022**

**I. CALL TO ORDER**

Call to Order of the Board of Education. Pursuant to due notice mailed to each member of the Board of Education not less than three days prior to the time of such meeting, the Board members met in a regular meeting at the John B. Davis Educational Services Center August 16, 2022, commencing at 5:30 pm. Chair Ellison called the meeting to order.

**I. ROLL CALL**

**Present:** Directors: Jenny Arneson, Sharon El-Amin, Siad Ali, Cindy Booker, Ira Jourdain, Nelson Inz, Kimberly Caprini, Kim Ellison, Student Representative Wesson, Student Representative Austin, Interim Superintendent Rochelle Cox – 11

**II. APPROVAL OF THE AGENDA**

**MOTION:** Director Arneson moved, seconded by Director Caprini that the Board of Education, Special School District No. 1, approve the Agenda for August 16, 2022. Motion to approve the agenda was put to a vote and carried out unanimously.

**III. ACCEPTANCE OF MINUTES**

**MOTION:** Director Inz moved, seconded by Director Arneson that the Board of Education, Special School District No. 1, approve the Minutes for June 14, 2022. Motion to approve the Minutes was put to a vote and carried out unanimously.

**IV. RECOGNITIONS:**

- Coach Larry McKenzie, recently retired, was recognized for decades of coaching, most recently at North High School. His legacy includes six state championships and recent induction into the Minnesota State High School League Hall of Fame.
- Principal Mary Pat Cumming of Fair School of Arts was recognized for her election to the board of directors of the National Association of Secondary School Principals (NASSP). The association is the leading organization of and voice for middle and high school principals across the United States and boasts membership of more than 20,000 school leaders.
- Judy Brown, MPS manager of mental health supports, was recognized for being named 2022 School Social Worker of the Year by the Minnesota School Social Workers Association. This award is granted to school social workers who have made significant contributions in the service of children and families.

**V. RECESS**

**VI. PUBLIC HEARING ON PROPOSED PROJECT LABOR AGREEMENT**

Comments given in-person

**VII. PUBLIC COMMENTS**

Comments given in-person

VIII. RECESS

IX. REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS

A. Superintendent's Report

X. ACTION ITEMS BY THE BOARD OF EDUCATION

A. **Approval of Consent Agenda**

These action items represent those that do not involve major policy decisions, budget decisions, taxing decisions, bond awards or items related to the Superintendent's contract of evaluation. Business items on this agenda are previously authorized or budgeted expenditures.

1. **Personnel Items**

- a. *Personnel List A*
- b. *Personnel List B*

2. **Contracts Requiring Board of Education Approval**

- a. *Contract with BIX Produce Company (2022-13760)*
- b. *Contract with Canvas Health (2022-4400001475)*
- c. *Contract with Change Inc. (2022-4400001474)*
- d. *Contract with Change Inc. (2022-4400001476)*
- e. *Contract with College Nannies & Tutors (2022-4400001457)*
- f. *Contract with David Hoy and Associates (2022-4400001473)*
- g. *Amendment to Contract 4400001462 with First Advantage*
- h. *Authorization to contract with Genesis Consulting Partners*
- i. *Authorization to contract with Kognity USA Inc*
- j. *Amendment to contract 2022-13797 with Kraus-Anderson*
- k. *Contract with NAC Mechanical & Electrical (2022-13731)*
- l. *Authorization to contract with NEWSELA*
- m. *Contract with Pan O Gold (2022-13798)*
- n. *Contract with Rochon Corporation (2022-13761)*
- o. *Authorization to contract with Strategic Staffing Solution*
- p. *Contract with St. Paul Beverage Solution (2022-13799)*
- q. *Contract with Strivven Media (2022-4400001480)*
- r. *Authorization to contract with the University of Minnesota Office of Student Finance*
- s. *Contract with Veritiv Operating Company (2022-13733)*
- t. *Contract with Washburn Center for Children (2022-4400001477)*
- u. *Contract with Watercourse Counseling Center (2022-4400001478)*

3. **Resolutions**

- a. *Appointing deputy treasurer and assistant deputy treasurer (2022-0052)*

4. **Agreements**

- a. *Authorizing a lease agreement with Minneapolis Nature Preschool (2022-0051)*

5. **Appointments**

- a. *Appointment to the City of Minneapolis Planning Commission*

**MOTION:** Director Caprini moved, seconded by Director Ali, that the Board of Education, Special School District No. 1, approve the consent agenda and adopt the

recommendations as presented by the Superintendent. The motion to approve the consent agenda was put to a vote and carried out by majority.

Director	Yay	Nay
Arneson	Abstain	
El-Amin	X	
Ali	X	
Booker	X	
Cerrillo	Absent	
Inz	X	
Jourdain	X	
Caprini	X	
Ellison	X	

**B. REVISION OF POLICY 3548: BUS SAFETY (2022-0040) - SEE ATTACHMENT 1**

**MOTION:** Director Inz moved, seconded by Director Caprini that the Board of Education, Special School District No. 1, approve the Revision of Policy 3548. The motion to approve the Policy revision was put to a vote carried out unanimously.

**C. REVISION OF POLICY 6690: WELLNESS POLICY (2022-0041) - SEE ATTACHMENT 2**

**MOTION:** Director Inz moved, seconded by Director Booker, that the Board of Education, Special School District No. 1, approve the Revision of Policy 6690. The motion to approve the Policy revision was put to a vote and carried out unanimously.

**D. APPROVAL OF THE 2022-2023 E-LEARNING DAY PLAN (2022-0049)  
*Resolution approving the 2022-2023 school year e-learning day plan***

***WHEREAS**, Minnesota law allows school districts to adopt an “e-learning day plan” in order to conduct instruction fully online for up to five days, during inclement weather; and*

***WHEREAS**, the required provisions in Minnesota Statutes Section 120A.414 have been met in the proposed plan, including consultation with the exclusive representative of the district’s teachers (Minneapolis Federation of Teachers); and*

***WHEREAS**, adoption of this plan is recommended by the senior officer of academics and the interim superintendent of schools.*

***NOW THEREFORE BE IT RESOLVED**, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby approves the proposed e-learning day plan labeled as 2022-0049A and directs that parents and students be notified as required.*

*ADOPTED this 16th day of August 2022.*

**MOTION:** Director Caprini moved, seconded by Director Booker, that the Board of Education, Special School District No. 1, approve the E-Learning Day plan. The motion to approve the plan was put to a vote and carried out unanimously.

**XI. NEW BUSINESS**

- a. Directing the Patrick Henry High School community to begin the school name change process

**XII. REPORTS FROM BOARD OF EDUCATION DIRECTORS**

- Remarks given by Inz, Arneson, Jourdain, Wesson, Caprini, Ellison, and Ali

**XIII. ADJOURNMENT**

**Chair Ellison adjourned the meeting.**

DRAFT

MINNEAPOLIS PUBLIC SCHOOLS  
RESOLUTION 2022-0040

RESOLUTION AMENDING POLICY 3548

WHEREAS, The Board's Policy Committee has recommended the proposed changes.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors, Special School District No. 1 (Minneapolis Public Schools) adopts the changes as follows:

**SECTION 1:** AMENDMENT "Policy 3548: Bus Safety" of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 3548: Bus Safety

1. **PURPOSE**

The safety of students being transported by Minneapolis Public Schools to and from their places of residence ~~homes~~ and on official district trips is important to the Board of Directors. The purpose of this policy is to establish rules for the education of students regarding bus safety, establish safety standards for employees and recognize the joint responsibility of parents, students, staff, and contractors for safe bus transportation.

2. **GENERAL STATEMENT OF POLICY**

- a. The District may designate a School Bus Safety Week. Whenever possible this week shall be within the first three weeks of school, and most school bus safety training shall take place during this same time period ~~week~~.
- b. All students enrolled in Pre-Kindergarten through Grade 6 in a Minneapolis Public School, whether or not they regularly ride a bus to and from school, shall be given adequate school bus safety training within the first three weeks of school covering the following topics:
  - i. transportation provided by the schools is a privilege, not a right of students;
  - ii. District and school rules for student conduct on or around school buses and bus safety;
  - iii. appropriate conduct while on a school bus;
  - iv. definition of the "danger zones" surrounding a school bus;
  - v. safe procedures for boarding and leaving a school bus;
  - vi. procedures for safe vehicle lane crossing;
  - vii. school bus evacuation and other emergency procedures.
- c. Students enrolled in Grades 7 through Grade 10 who have not previously had bus safety training through a Minneapolis Public School shall receive individual or group instruction, or bus safety materials by the end of the first

month of school

- d. Students who enroll after the school bus training is given in their school will receive individual or group instruction, or, in the case of Grades seven and above, written instructional materials within two weeks of their enrollment if they have not already received the training at a previous Minneapolis Public School.
- e. Students who enroll in Grades 11- 12 who have not had previous Minneapolis School Bus Training shall receive the training or written instructional materials within two weeks of enrollment.
- f. All students in Grades Kindergarten through Grade Three shall receive bus safety instruction at least twice during the academic year.
- g. All students transported by school bus to and from school must participate in at least one bus evacuation drill during each academic year.
- h. The District shall make reasonable accommodations for students whose first language is other than English in receiving bus safety training.
- i. The District shall make reasonable accommodations for students with disabilities in receiving bus safety training.
- j. The District shall adopt a bus safety curriculum and make it available to all schools, and shall also make it available for public view.
- k. Only students assigned to a school bus by the District shall be transported. Daily passes may be assigned by the school of enrollment.
- l. Students shall disembark only at their assigned bus stop unless they have a written daily pass from their school. Parents may request a daily pass to accommodate changes in after school care or other family purposes.
- m. There shall be no loading of any school transportation vehicle beyond the vehicle's approved capacity.
- n. Bus drivers must minimize to the extent practical the idling of school bus engines and exposure of students and other to diesel exhaust fumes.
- o. All school buses shall carry appropriate emergency equipment including a fire extinguisher and a first aid kit.

### **3. NON-PUBLIC SCHOOL TRANSPORTATION SAFETY**

- a. Any non-public school student or charter school student who is transported by District Transportation services is required to follow all District rules regarding bus transportation safety and rules of conduct while riding a school bus.
- b. Non-public schools that use District Transportation services for their students shall provide required bus safety training to their students as required for district schools in Paragraph 2. above.
- c. Non-public schools must certify to the Superintendent or Superintendent's designee that all students enrolled in grades Kindergarten through Ten have received the appropriate training.

### **4. SCHOOL BUS CODE OF CONDUCT**

- a. The Superintendent, or Superintendent's designee, shall establish a Student Code of Bus Conduct. This Code of Conduct may be incorporated into the general Student Code of Conduct, or may be established separately. The Code of Bus Conduct shall include, but is not limited to:

- i. appropriate behavior at designated school bus stops
  - ii. appropriate behavior while on the bus
  - iii. appropriate behavior upon arrival at school, or at bus stop, while disembarking or loading onto the bus.
- b. Students are expected to abide by the Student Code of Bus Conduct. Failure to follow the rules set forth shall result in disciplinary actions for the student.
- c. Records of Student Code of Bus Conduct infractions shall be maintained and forwarded to the school administration and retained as other disciplinary records are maintained.
- d. Student conduct on a bus or in a bus loading or unloading area that creates a substantial danger to the student or surrounding persons or property shall be reported to the Minnesota Department of Public Safety as required by law.
- e. The Student Code of Bus Conduct shall be posted on every school bus.
- f. Any student conduct on a school bus, at a school bus stop, or in an unloading or loading area that constitutes a crime (for example, assault, possession or use of weapon, drug possession or vandalism) shall be reported to the Transportation Manager ~~School Resource Officer~~ and may also be reported to local law enforcement.

## 5. PARENT AND GUARDIAN INVOLVEMENT

- a. Parents, guardians and the adult caretakers of students are partners with the District in teaching safe bus conduct to students. The Student Code of Bus Conduct shall be made available to all parents and guardians. Adult caretakers of students hired or used by parents or guardians who meet school buses or bring students to bus stops may request copies of the Student Code of Bus Conduct from the student's parent or guardian. Individual schools may choose to make the Student Code of Bus Conduct available to adult caretakers other than parents or guardians.
- b. Parents, guardians and adult caretakers of children are responsible to:
  - i. Familiarize themselves with school district rules, policies, regulations and the principles of school bus safety, and the Student Code of Bus Conduct and review these with their student(s);
  - ii. Support safe riding and walking practices and teach students that they are responsible for their actions;
  - iii. Communicate safety concerns to school administrators;
  - iv. Monitor bus stops whenever possible;
  - v. Arrange to have children at their assigned bus stop five (5) minutes before the scheduled bus arrival;
  - vi. Arrange to dress students appropriately for the weather conditions; and
  - vii. Make a plan with their children for times when the bus is late.

## 6. SCHOOL TRANSPORTATION SAFETY DIRECTOR

- a. The Superintendent shall appoint an individual to serve as the District's ~~s~~School ~~t~~ransportation ~~s~~Safety ~~d~~irector.
- b. The Safety Director shall have the day-to-day responsibility for student transportation safety, including transportation of non-public students and

charter school students when transportation is provided by the District.

- c. The Safety Director shall review this policy on no less than a three year cycle to assure that it conforms to applicable law.

## **7. RESPONSIBILITIES**

- a. The Superintendent, or the District School Transportation Safety Director, shall no less than annually report to the Board on transportation safety records.
- b. Bus drivers are responsible for observing all safety requirements, encouraging compliance with the Student Code of Bus Conduct, reporting infractions, and supporting bus safety measures.
- c. Principals are responsible for assuring that all bus training required under this policy and applicable law is scheduled with staff.
- d. Principals are responsible for assuring that all students who enter after the initial training has been completed at their building have either received training prior to enrollment at their school, or receive the necessary training required under this policy.
- e. Principals are responsible for assuring that bus conduct infractions are recorded in the disciplinary record system.
- f. Teachers shall support bus safety, and shall review bus conduct rules with students prior to field trips using bus transportation.
- g. Parents are responsible as specifically identified in this policy as well as generally supporting bus safety.
- h. Students are responsible for following the Student Code of Bus Conduct and promoting bus safety among their peers.

### **Original Adoption:**

04/25/1967

### **Revision Dates:**

10/09/1973; 02/11/2014

### **Legal References:**

- Minn. Stat. §120A.22 (Compulsory Instruction)
- Minn. Stat. §§121A.40 – 121A.56 (Pupil Fair Dismissal Act)
- Minn. Stat. § 121A.59 (Bus Transportation a Privilege Not a Right)
- Minn. Stat. §§123B.84 - 123B.87 (Equal Treatment in Transporting Students)
- Minn. Stat. §123B.88 (Independent School Districts: Transportation)
- Minn. Stat. §123B.90 (School Bus Safety Training)
- Minn. Stat. §123B.91 (School District Bus Safety Responsibilities)
- Minn. Stat. §123B.92 (Transportation Aid Entitlement)

### **MPS Policy Cross References:**

- Policy 4200 (Personnel Data)
- Policy 5690 (Student Data)
- Policy 3545 (Transportation)

- Policy 3546 (Bus Equipment and Drivers)
- Policy 4002 (Harassment and Violence Prohibition)
- Policy 4025 (Drug-Free and Weapons-Free Schools and Workplace)
- Policy 4026 (Transportation Employees: Drug and Alcohol Testing)
- Policy 5200 (Behavior Standards and Code of Conduct)
- Policy 5201 (Hazing and Bullying Prohibition)
- Policy 5210 (Student Personal Electronic Devices)
- Policy 5220 (Tobacco Use, Student)
- Policy 5631 (Drug-Free Schools, Chemical Health, Chemical Use and Abuse)
- Policy 5680 (Search of Students, Lockers, Desks, Motor Vehicles)
- Policy 6131 (School Calendar)
- Policy 6132 (School Day)
- Policy 6230 (Field Trips)
- Policy 6450 (Pupil Fees)
- Policy 6680 (Safety, Security and Emergency Preparedness)
- Policy 6681 (Accident Prevention and Reporting)
- Policy 6682 (Emergency Health Care)
- Policy 6692 (Student Medication)

PASSED AND ADOPTED BY THE MINNEAPOLIS PUBLIC SCHOOLS BOARD OF DIRECTORS \_\_\_\_\_.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Ali	_____	_____	_____	_____
Arneson	_____	_____	_____	_____
Booker	_____	_____	_____	_____
Caprini	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Inz	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
Kim Ellison, Chair, Minneapolis  
Public Schools

\_\_\_\_\_  
Nelson Inz, Clerk, Minneapolis Public  
Schools

MINNEAPOLIS PUBLIC SCHOOLS  
RESOLUTION 2022-0041

RESOLUTION AMENDING POLICY 6690

WHEREAS, The Board’s Policy Committee has recommended the proposed changes.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors, Special School District No. 1 (Minneapolis Public Schools) adopts the changes as follows:

SECTION 1: AMENDMENT “Policy 6690: Wellness Policy” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 6690: Wellness Policy

1. **PURPOSE**

Minneapolis Public Schools recognizes that the responsibility for the total health and wellness of the student is the joint responsibility of the parents, staff, schools, the community, and students themselves. An important part of the mission of the district is to equip students to make healthy choices to prepare them to be skilled and confident citizens capable of succeeding in their work, personal and family lives. Through education in nutrition, physical activity, and other life choices we strive to empower students to build healthy bodies and minds Overall wellness contributes to academic readiness, attendance, and academic success. Ancillary services provided or available to students must be aligned with the content standards and support the total health and wellness of the student. The purpose of this policy is to develop health learners through a school environment that promotes and protects students’ and staff’s health, well-being, and ability to learn.

2. **GENERAL STATEMENT OF POLICY**

- a. Health and Physical Education shall be based on content standards and shall include educational experiences to promote good mental and physical health for all students at all age levels served by Minneapolis Public schools.
- b. The district shall provide or partner with external organizations to provide an employee wellness program that supports the overall well-being of all employees.
- c. ~~The school meal program is not only a service provided or available to students, but shall serve as an integral part of nutrition education and promotion. It shall be a positive learning experience contributing to the goals of the educational program as well as the nutrition service goals and good nutrition promotion.~~ The school meal program is not only a service provided or available to students, but shall serve as an integral part of the District's

nutrition promotion and education goals by:

- i. encouraging good nutrition through ongoing and seasonal promotion opportunities such as Farm to School Month, National Nutrition Month, Harvest of the Month, National School Lunch Week and other opportunities;
  - ii. serving fresh and local food in school meals year-round;
  - iii. Offering experiential learning opportunities such as taste tests, education farm field trips, and school gardens for students to explore, taste, and grow food; and
  - iv. incorporating nutrition education into the classroom through stand-alone lessons or combined with other core subjects to meet Health Education Standards.
- d. School environments shall promote and protect students' health, well-being and ability to learn by:
- i. providing opportunities, support and encouragement for all students to be physically active on a regular basis through standards-based physical education classes, extracurricular activities, and classroom and other opportunities for physical activity;
  - ii. providing all elementary school children a minimum of thirty (30) minutes of daily recess in all elementary schools.
  - iii. prohibiting the imposition of physical activity or exclusion from physical activity as a response to behavior in violation of the district's behavior standards;
  - iv. prohibiting the unreasonable delay or denial of meals, or the unreasonable limitation of daily menu options as a response to behavior in violation of the district's behavior standards;
  - v. supporting Safe Routes to Schools or other, similar programs and curricula that promote walking, biking, and rollingwalking to, from, and while at school and work by students and staff.
  - vi. providing access to a variety of affordable, nutritious and appealing foods that meet their student health and nutrition needs by full participation in the federal school meal programs to the maximum extent practicable, and by thoughtful sourcing, preparation and presentation of the school meal programs;
  - vii. respecting religious, ethnic and cultural diversity in healthy food choices offered through the nutrition services program as well as through the curriculum;
  - viii. respecting religious, ethnic and cultural diversity in offering appropriate opportunities and accommodations for physical education and physical activity;
  - ix. being aware of food allergies and sensitivities in the food choices offered to students through the school meal programs and the curriculum;
  - x. providing clean, safe and adequate settings and schedules to eat meals at school;

- xi. applying USDA standards for healthy choice in foods offered or made available to students through non-school meal program opportunities such as, but not limited to:
      - (1) school celebrations,
      - (2) snacks offered in the classroom, and
      - (3) food included in the curriculum;
    - xii. applying USDA standards for healthy choice in foods offered for sale to students during the defined school day through non-school meal program opportunities such as, but not limited to:
      - (1) Concessions
      - (2) School stores
      - (3) Vending machines available to students
      - (4) fundraising efforts by the school or school activities
    - xiii. planning for students and staff who bike and walk to, from or while at school or work.
  - e. Schools shall encourage parents to promote and support healthy eating and physical activity by:
    - i. encouraging the provision and packing of healthy meals and snacks for individual students who do not participate in the school meal programs, and encouraging parents to refrain from providing beverages and foods without nutritional value in meals or snacks provided by the home;
    - ii. informing parents of extracurricular activities that promote healthy lifestyles and physical activity;
    - iii. encouraging parents to choose safe and appropriate walking or biking to, from or while at school;
    - iv. encouraging parents to apply for the reduced price or free school meal program;
    - v. assuring parents the confidentiality of student status as qualifying for free or reduced price school meal participation.
  - f. District student support services shall promote awareness of mental health with students and parents, and coordinate services provided to students by third parties with district services. Provision of direct mental health services to students is the responsibility of student families, the medical community, and governmental agencies.
  - g. Marketing of food and beverages, except as otherwise provided herein, is limited to promotion of the school meal programs. Marketing of brands that offer food and beverages that comply with the criteria for competitive food under Federal law and district standards for such advertising, is permitted in school gymnasiums, ice rinks and sports areas on large equipment, fences, and score boards.

### 3. RESPONSIBILITY

- a. The Superintendent is authorized to promulgate regulations for the implementation of this policy.

- b. The District shall complete the federally required assessment and make a public report at least every three years on the compliance of each school with this policy.
- c. The Superintendent shall designate an appropriate district staff position which has the responsibility and authority to ensure the implementation of this policy and to lead the required assessment of compliance. The appropriate staff shall prepare and execute a plan for assessing the implementation of and compliance with the policy, and measuring progress toward district goals.
- d. The Superintendent shall establish a committee including parents, students, teachers of physical education, school health professionals, representatives of the nutrition services program, school administrators and representation from the school board to review and update this policy, which review shall occur no less than every three years, or as required by law.
- e. The District shall inform parents, student and staff of the terms of this policy on an annual basis.
- f. Principals shall communicate with parents and the school community regarding school wellness activities, goals, and plans. Input from parents shall be sought in the creation of individual school wellness plans. Principals and site administrators are responsible for the implementation of this policy at their school.

**Original Adoption:**

09/25/1973

**Revision Dates:**

09/30/1975, 12/16/1975, 08/13/1985, 08/29/2006, 06/13/2017

**Legal References:**

- 7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
- 42 U.S.C. § 1751 et seq. (National School Lunch Act)
- 42 U.S.C. § 1771 et seq. (Child Nutrition Act of 1966)
- 42 U.S.C. §1758b (Local Wellness Policy)
- 7 C.F.R. § 210.10 (School Lunch Program Regulations)
- 7 C.F.R. § 220.8 (School Breakfast Program Regulations)
- Minn. Stat. §120A.22, Subd 9. (Compulsory Education, required curriculum)
- Minn. Stat. §121A.215 (Local School District Wellness Policy on Website)

**MPS Policy Cross References:**

- Policy 4200 (Personnel Data)
- Policy 5690 (Student Data)
- Policy 1100 (Advertising in the Schools)
- Policy 1600 (Use of School Facilities)
- Policy 2305 (Superintendent Advisories)
- Policy 3261 (Vending Machines)

- Policy 3550 (Nutrition Services)
- Policy 5000 (Equal Education Opportunity)
- Policy 5220 (Tobacco Use, Student)
- Policy 5350 (Student Records)
- Policy 5540 (Fundraising)
- Policy 5630 (Health Examinations, Health Screening, Immunizations and Services)
- Policy 5631 (Drug Free Schools)
- Policy 5750 (Disability Non-Discrimination – Section 504)
- Policy 5800 (Family Engagement)
- Policy 6200 (Curriculum)
- Policy 6411 (Learning Materials and Resources)
- Policy 6680 (Safety, Security and Emergency Preparedness)
- Policy 6681 (Accident Prevention and Reporting)
- Policy 6682 (Emergency Health Care)
- Policy 6692 (Student Medication)
- Policy 7010 (Environmental Health and Safety)
- Regulation 6690 A (School Meal Programs)
- Regulation 6690 B (Health Education and Staff Well-being)
- Regulation 6690 C (Non-Meal Program Food)
- Regulation 6690 D (School Health Services)
- Regulation 6690 E (Planning for Active Commuting)

PASSED AND ADOPTED BY THE MINNEAPOLIS PUBLIC SCHOOLS BOARD OF DIRECTORS \_\_\_\_\_.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Ali	_____	_____	_____	_____
Arneson	_____	_____	_____	_____
Booker	_____	_____	_____	_____
Caprini	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Inz	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
Kim Ellison, Chair, Minneapolis  
Public Schools

\_\_\_\_\_  
Nelson Inz, Clerk, Minneapolis Public  
Schools

DRAFT



# Regular Business Meeting

September 13, 2022

# Superintendent's Report

Interim Superintendent  
Rochelle Cox

# Enrollment Update

Executive Director of Engagement and External Relations  
Tyrize Cox

# Enrollment by Race (July 2021 vs. July 2022)

ENROLLMENT BY RACE/ETHNICITY	ENROLLMENT JULY 23, 2021	ENROLLMENT JULY 25, 2022	ENROLLMENT DIFFERENCE
White students	12,942	12,291	-651
Black students	11,606	9,640	-1,966
Hispanic students	5,740	5,236	-504
Asian students	1,885	1,661	-224
American Indian students	1,151	1,160	+9
<b>Total</b>	<b>33,324</b>	<b>29,988</b>	<b>-3,336</b>

# Enrollment by Race (August 2021 vs. August 2022)

ENROLLMENT BY RACE/ETHNICITY	ENROLLMENT SEPTEMBER 7, 2021	ENROLLMENT SEPTEMBER 6, 2022	ENROLLMENT DIFFERENCE
White students	12,836	12,335	-501
Black students	12,252	10,780	-1,472
Hispanic students	6,054	5,717	-337
Asian students	1,888	1,749	-139
American Indian students	1,279	1,360	+81
<b>Total</b>	<b>34,309</b>	<b>31,941</b>	<b>-2,368</b>

# Next enrollment calculations

- **September 27** – Students who haven't attended are eliminated from enrollment numbers (15th day of non-attendance)
- **October 1** – First official enrollment count per MDE

# Human Resources Update

Senior Officer of Human Resources  
Candra Bennett

# Strategic Plan Update

Executive Director of Strategic Initiatives  
Sarah Hunter

# Vision, Mission, Commitment and Values

## VISION

All students – regardless of their background, zip code, and individual needs – will receive an anti-racist, holistic education that builds essential knowledge to prepare students for future success.

## MISSION

Minneapolis Public Schools exist to provide a high-quality, anti-racist, culturally responsive education for every Minneapolis student.

## COMMITMENT

To achieve our vision, we will intentionally focus and prioritize resources and actions to significantly improve the experiences and outcomes of Black students, Indigenous students, students of color and their families.

## VALUES

- Equity, representation, & anti-racism
- Physical and emotional safety, and well-being
- Relationships, trust and communication
- Shared decision-making and voice
- Transparency and accountability
- Evidence-based strategies

# Goals



## Goal 1

### Academic Achievement



Every student achieves their full potential through equal access to programming that is academically rigorous and connects learning with student experiences.



## Goal 2

### Student Well-being



Every student's physical and mental well-being is addressed as an integral part of their education.



## Goal 3

### Effective Staff



School and central office staff approach all work centered on students and equity.



## Goal 4

### School and Building Climate



MPS is known by our community as welcoming, responsive, and connected.

# Weekly Goal-Specific Work Groups

- Goal-specific weekly meetings start this week:
  - **Goal 1:** Members of the Associate Superintendent, Academics, and Human Resources leadership teams
  - **Goal 2:** Members of the Associate Superintendent, Academics, Equity and School Climate, and Finance and Operations leadership teams
  - **Goal 3:** Members of the Associate Superintendent, Human Resources, and Finance and Operations leadership teams
  - **Goal 4:** Members of the Associate Superintendent, Equity and School Climate, and Academics leadership teams
- Work groups responsible for ensuring implementation of conditions and strategies outlined in strategic plan.
- Will also provide future updates to board and community, as well as to our schools at Committee of the Whole meetings.

# Data Updates

## MCA and ESSA Designation Updates

# MCA Data Review – Reading

- MPS MCA **reading proficiency dropped from 46% in 2021 to 42% in 2022**. Second consecutive year of declining proficiency after steady yearly increases from 2017–2019.
  - Last year’s proficiency rates:
    - 42% for all students
    - 18% for American Indian students
    - 17% for Black students
    - 37% for Asian students
    - 18% for Hispanic students
    - 72% for White students

# MCA Data Review – Math

- MPS MCA **math proficiency dropped from 42% in 2019 to 35% in 2021 to 33% in 2022.** Second consecutive year of declining proficiency after holding steady at 42% from 2017–2019.
  - Last year’s proficiency rates:
    - 33% for all students
    - 9% for American Indian students
    - 8% for Black students
    - 28% for Asian students
    - 12% for Hispanic students
    - 61% for White students

# Areas of Concern in MCA Data

## Across both Reading and Math

- As measured by MCA proficiency, there are significant differences in our ability to meet the needs of our white students and their peers who are students of color and American Indian students.

## Reading

- Asian students showed the largest decline in proficiency between 2021 and 2022, falling from 44% to 37% proficient on the reading MCA.

## Math

- Students receiving English Language Services dropped from 10% proficient in 2019 to 4% in 2022 on the math MCA.

# Bright Spots in MPS MCA Data

## MCA Reading

- The ELL and Special Education subgroups maintained proficiency levels from 2021 to 2022.
  - MPS students who receive special education services are the only subgroup that remained at their pre-pandemic level of proficiency.

## MCA Math

- The only bright spot related to mathematics is the work that was done last year in our pilot sites that led to an adoption of a new curriculum in K-5.

# ACCESS Data Review

Students who receive EL services take the ACCESS test yearly to measure their progress toward English language proficiency.

- **ACCESS proficiency either remained flat or decreased** for all racial/ethnic groups and grade bands since 2019.
- **Percent of students meeting ACCESS growth targets has decreased** from 2018 to 2022 and is well below the state average (which also declined from 2018-2022)
- **Students who identify as Hispanic of greatest concern** on the ACCESS test

# So what's the plan?

***The strategic plan is our roadmap.***

The following strategies under Goal 1 (Academic Achievement) directly address the data shared previously:

- **Provide standards-based core instruction** with a focus on literacy and mathematics.
- **Ensure all curriculum and instructional practices are anti-racist** and sustain the cultures, languages, and experiences of our students.
- **Implement Professional Learning Communities** to ensure all students' needs are met through a system of academic support and intervention.

Our next step is to create the **how** for each strategy so we aren't sharing the same data next year or the year after.

# Every Student Succeeds Act School Identification Process

# Every Student Succeeds Act (ESSA)

- Federal law passed in 2015, replacing No Child Left Behind
- Requires each state to create an accountability system for schools
  - Minnesota's accountability system is called North Star
- The North Star system provides funding to MPS to support schools identified for support and improvement in the following ways:
  - School Improvement Team
    - Targeted support for ESSA sites
  - Principal and school-based leadership team professional development
  - Professional literature to support school improvement planning

# How are schools identified for support?



## Academic Achievement

The number of students at the “Meets Standards” or “Exceeds Standards” achievement levels divided by all students in tested grades. Calculated separately for **math** and **reading**.



## Progress Toward English Language Proficiency

The average progress English learners made toward individual growth targets on the ACCESS for ELLs test.



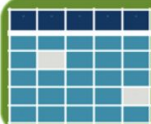
## Academic Progress

A score based on students’ achievement levels from one year to the next. Calculated separately for **math** and **reading**.



## Graduation Rates

The percentage of students who graduated in **four years** and **seven years**.



## Consistent Attendance

The percentage of students attending more than 90 percent of the days they are enrolled.

# What are the categories of support?

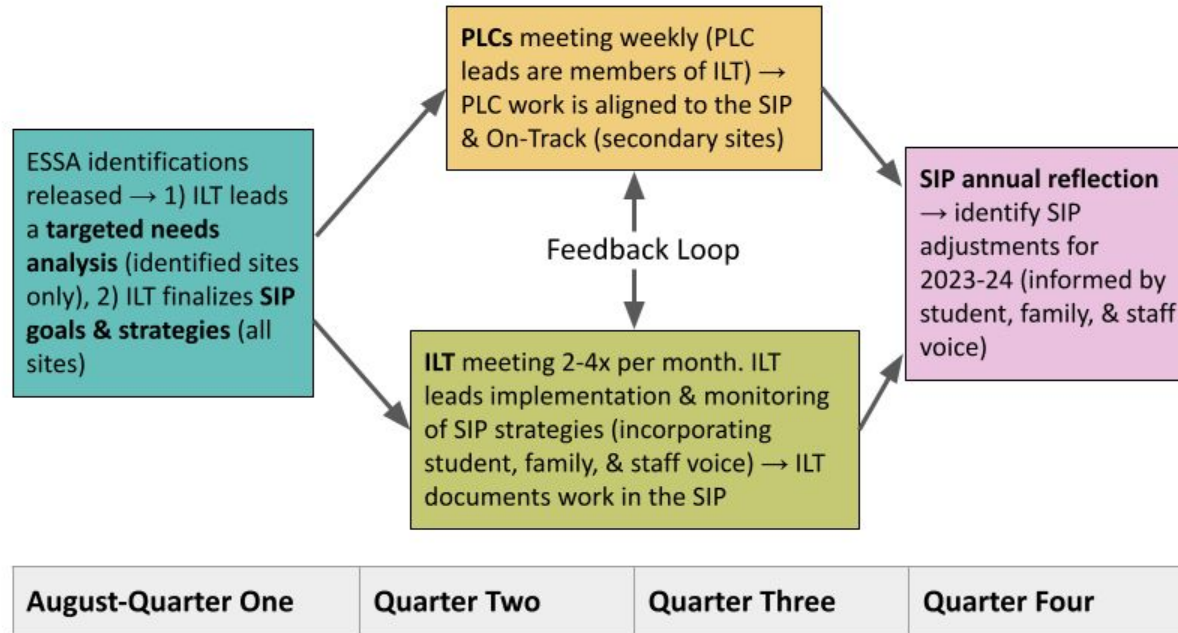
- Schools placed into one of four categories:
  - **Non-identified – no support needed**
  - **Continuous Support** – making improvements, but some support provided
  - **Targeted Support & Improvement** – support needed based on some student groups
  - **Comprehensive Support & Improvement** – support needed for the entire school
- Schools remain in the same category for three years
  - This school year is year one of the second cycle

# MPS' ESSA Identified Schools

Comprehensive Support & Improvement		Targeted Support & Improvement	
Anishinabe Academy Elementary	Nellie Stone Johnson Elementary	Green Central Elementary	
Bethune Elementary*	North High <sup>+</sup>	Howe Elementary	
Bryn Mawr Elementary	Northeast Middle*	Ella Baker	
Cityview Elementary*	Pillsbury Elementary*	Loring Elementary	
Las Estrellas Elementary	Plymouth Youth Center <sup>+</sup>	Lucy Laney Elementary	
Longfellow Alternative High <sup>+</sup>	Sanford Middle*	Pratt Elementary	
Loring-Nicollet High <sup>+</sup>	VOA High	Windom Elementary	
Franklin Middle	Webster Elementary	<b>Continuous Support</b>	
Hall Academy Elementary	Wellstone International High	Bancroft	
Jenny Lind Elementary	Whittier Elementary*	Dowling	
		Kenwood	
		Lucy Laney (also Targeted Support & Improvement)	
		River Bend	
		Waite Park	

# So what next?

## School Improvement Timeline 2022-23



# What support will schools receive?

- **ESSA Schools** will receive direct support that includes training in:
  - School Improvement Plans
    - Goals, Strategies, Progress Monitoring
  - Instructional Leadership Teams
  - Professional Learning Communities
    - Supporting teacher teams in planning units and lessons that meet the needs of their students
- **All schools** will receive quarterly check-ins, as well as monthly professional development from the School Improvement Team related to school improvement priorities.

# What does the support look like?

## School Improvement Specialist

Brings content & leadership coaching experience to support:

- Thought partnership
- Co-planning of leadership team meetings
- Planning of site-based professional learning
- Supporting teacher teams in planning lessons that meet students' needs



**Pairs** work in alignment at sites that are re-identified for Comprehensive Support to support:

- Strategic & school improvement planning
- School improvement plan progress monitoring
- Collaboration with staff from other departments



## School Improvement Evaluation Specialist

Brings data use & program evaluation experience to support:

- Data collection, analysis, and use
- Supporting student & caregiver voice efforts
- Facilitating youth and family participatory evaluation teams to support equity and improvement

## Reflection Question between now and the Committee of the Whole

- The theme for this month's Committee of the Whole is **Culturally Engaging and Responsive Curriculum**.
- Given what we shared tonight related to differences in MPS's ability to meet the needs of many of our students of color and American Indian students, we are hoping you'll see proactive actions being taken by district and school staff to create a system that is designed to meet the needs of our historically underserved students.

**As we continue to prioritize culturally responsive curriculum, what impact should we expect to see on our state assessments moving forward?**

# Appendix

# Every Student Succeeds Act Identification Process

## What does Comprehensive Support and Improvement mean?

- Any Title I funded schools in the lowest 5% of all schools that receive Title I funding
- Any public high school, regardless of Title I funding status, where the four-year graduation rate for all students is below 67% when averaged over three years (Class of 2019, 2020, and 2021).
- Any school identified for Targeted Support that is re-identified for Targeted Support three years later based on the same student group(s) (***included for the first time in 2022-23***)

# What does Targeted Support and Improvement mean?

- Any public school where any student group falls below the performance thresholds (i.e. is performing similarly to the lowest 5% of Title I funded schools) when either:
  - The group's average over the last three years was below performance thresholds.
  - The group was below performance thresholds in each of the last three years.

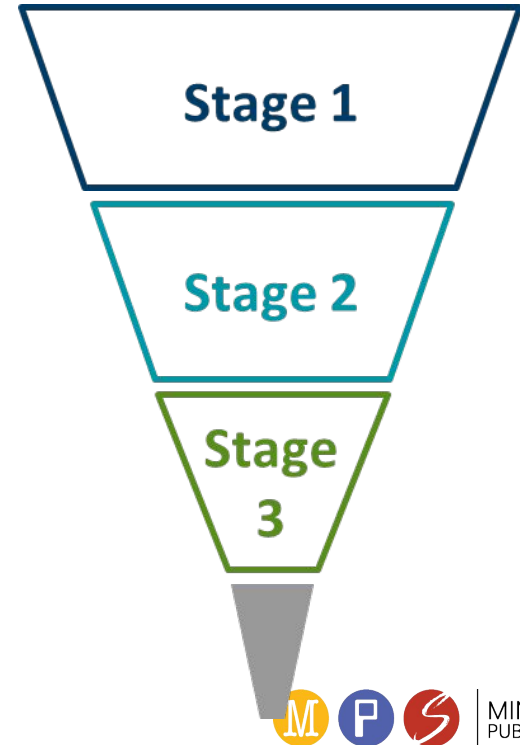
# What does Continuous Support mean?

- Continuous Support means a site was identified for support in 2018 and did not meet all exit criteria in 2022.
  - These schools did, however, perform well enough to not be identified for Comprehensive or Targeted Support & Improvement.
- These schools will continue to receive support during the new round of identification beginning this school year.

# Identification Stages

The state uses a **stage-based decision process** to identify schools that are low performing across some or all accountability measures or who have **any student group** that is performing similarly to the 5% of Title I schools identified for comprehensive support

All Schools



# Student Groups Included\*

- American Indian
- Asian
- Black
- Hispanic/Latino
- Native Hawaiian or other Pacific Islander
- Two or more races
- White
- Students eligible for Educational Benefits (free or reduced-price lunch)
- Students not eligible Educational Benefits\*\*
- English Learners
- Students who are not English Learners\*\*
- Students who receive special education services
- Students who do not receive special education services\*\*

\*\*Only included if the category above it is included and if this category has at least 20 students

\*See Tableau for data for every child, as MPS includes data there for each student in MPS

# Changes for 2022–2025

Changes made by MDE based on feedback from schools & communities:

- Only identify high schools for comprehensive support if the four-year graduation rate for all students is below 67 percent.
- Use the seven-year graduation rate instead of the four-year graduation rate when determining which schools focused on credit or dropout recovery must receive comprehensive support
- Removal of the “Support” category; addition of “Continuous Support” category

# Changes for 2022–2025

Changes made by MDE in response to COVID constraints:

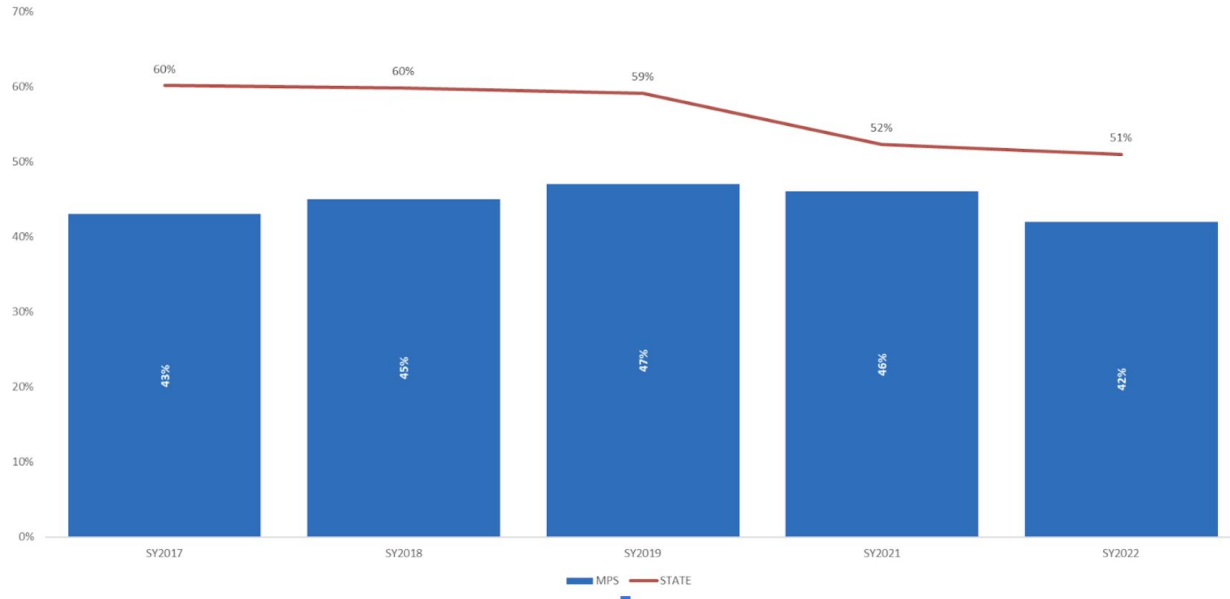
- Only using academic achievement data from 2019 and 2022
  - 2019 data receives double the weight of 2022 data
- A one-time enrollment maintenance indicator used to substitute for the consistent attendance indicator in 2022.

# Additional MCA and ACCESS Data

# MCA-III Reading Proficiency: Overall Performance

## Percent of Students who Met or Exceeded Standards on MCA-III Reading (MPS vs. State)

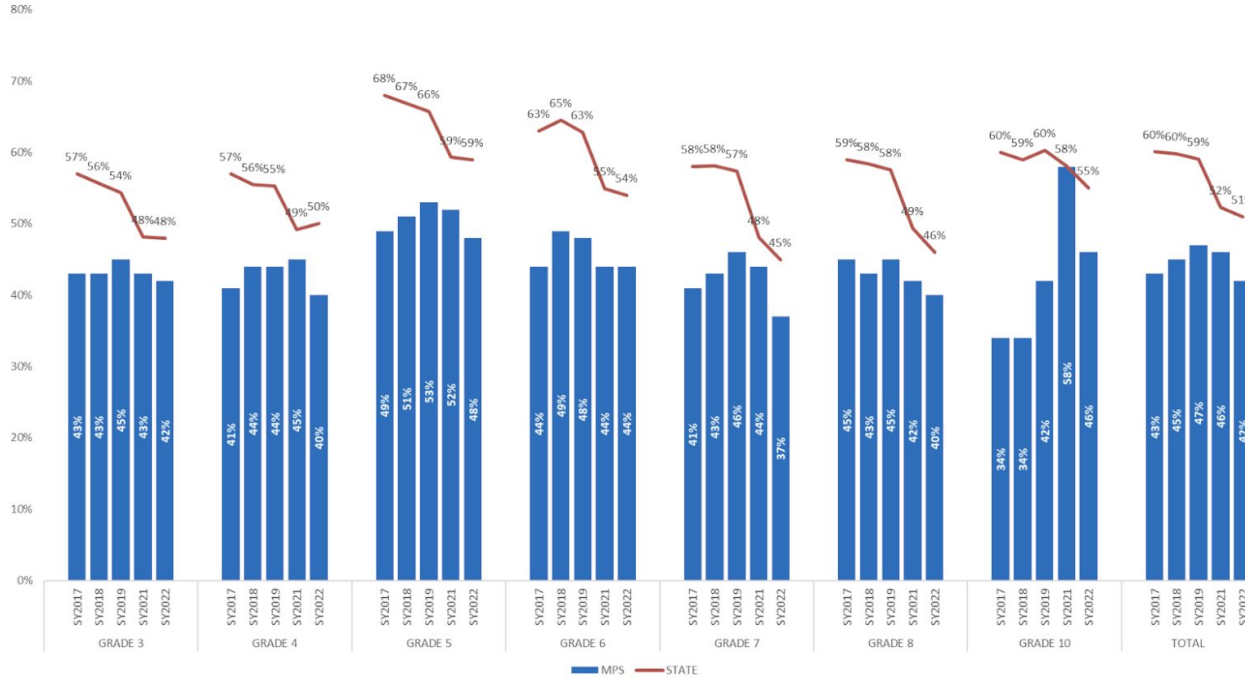
- Across all MPS, reading proficiency dropped from 46% in 2021 to 42% in 2022. This is the second consecutive year of declining proficiency after steady yearly increases from 2017-2019



# MCA Data Update: Reading

## MCA-III Reading Proficiency by Grade, 2017-2022

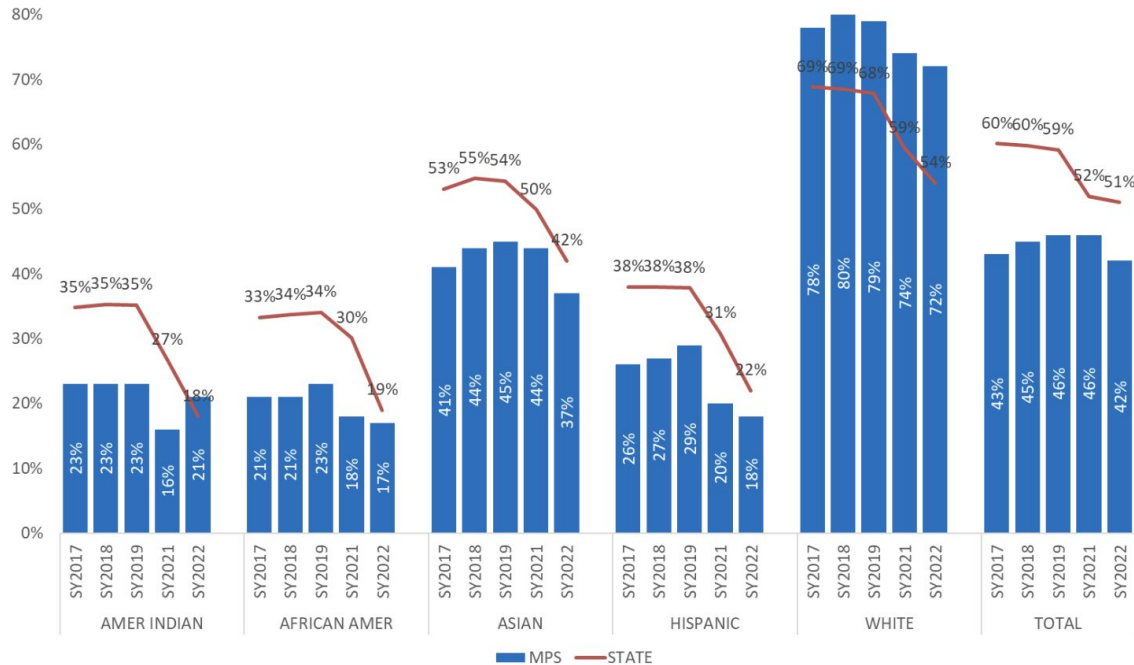
Percent of Students who Met or Exceeded Standards on MCA-III Reading (MPS vs. State)



# MCA-III Reading Proficiency by Ethnicity

## Percent of Students who Met or Exceeded Standards on MCA-III Reading (MPS vs. State)

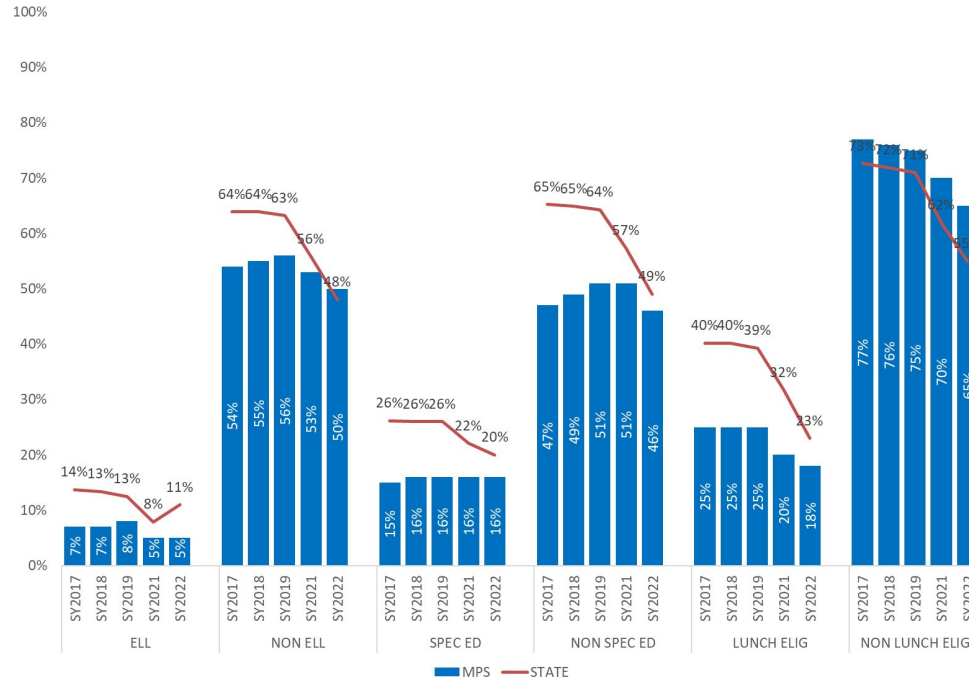
- Each MPS ethnic group's proficiency rate dropped from 2021 to 2022 except American Indian students, which increased from 16% to 21%. Black, Hispanic, and White students dropped 1-2%; Asian students showed the largest decline, falling from 44% to 37%



# MCA-III Reading Proficiency by Demographic Subgroups

## Percent of Students who Met or Exceeded Standards on MCA-III Reading (MPS vs. State)

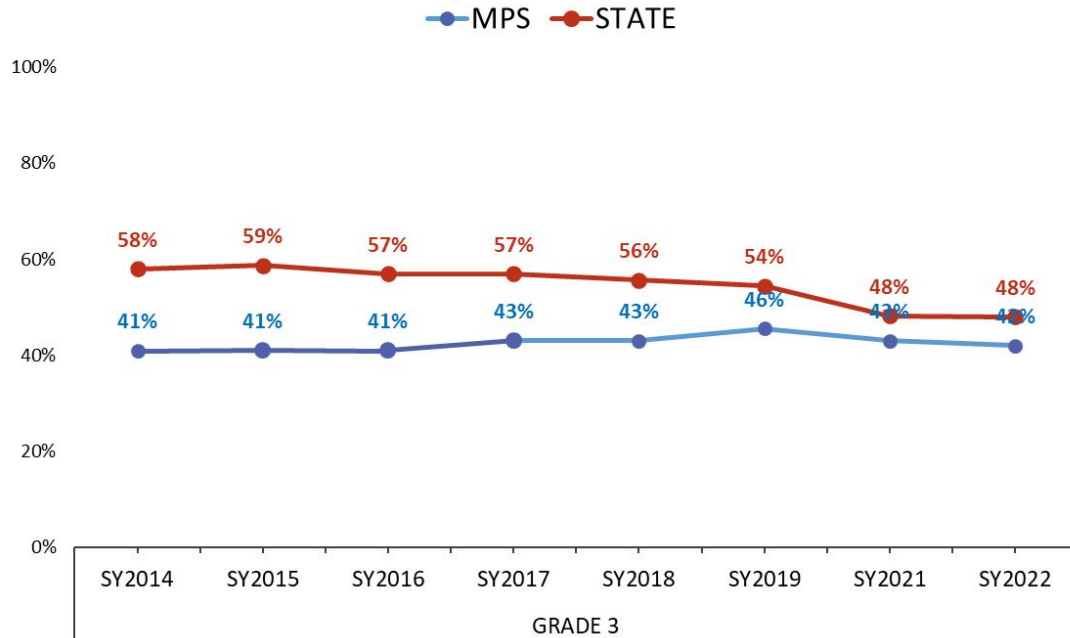
- Within MPS, the ELL and Special Education subgroups maintained their proficiency levels from 2021 to 2022. MPS Special Education students are a rare subgroup that remains at their pre-pandemic level of performance. FRL students dropped from 20% to 18%.



# MCA-III Reading Proficiency: 3rd Grade Longitudinal (WBWF Metric)

## Percent of Students who Met or Exceeded Standards on MCA-III Reading (MPS vs. State)

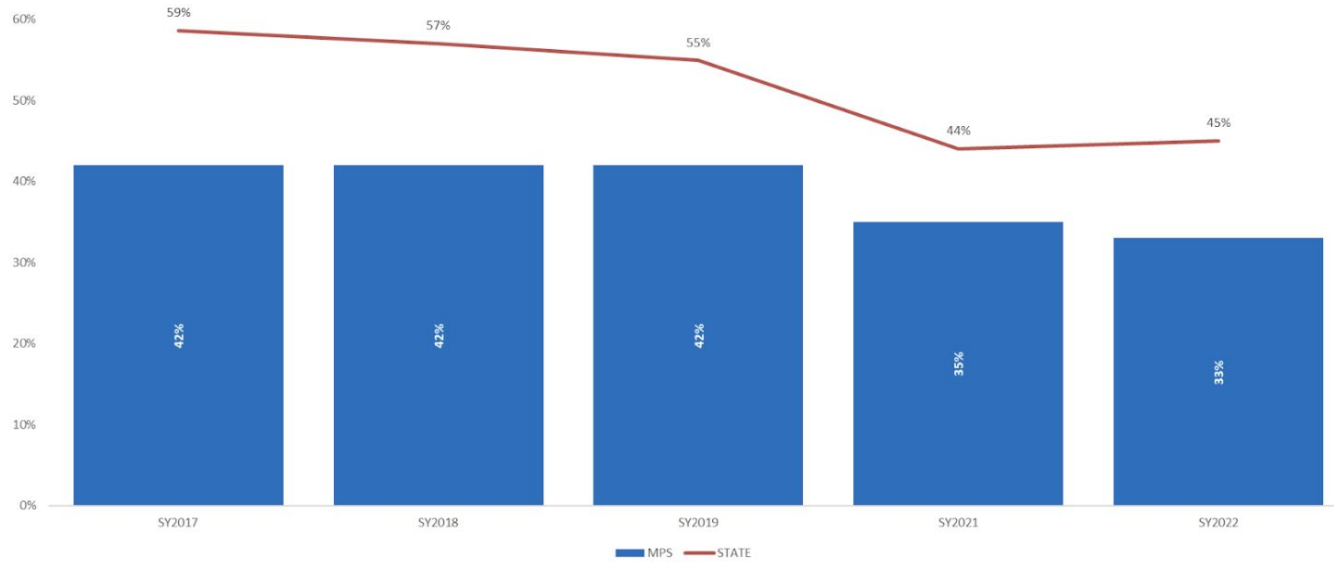
- MPS 3rd graders dropped from 43% proficient in 2021 to 42% in 2022, but this remains mostly consistent with or above historical standards. Conversely, statewide 3rd grade reading proficiency has declined over time.



# MCA-III Math Proficiency: Overall Performance

## Percent of Students who Met or Exceeded Standards on MCA-III Math (MPS vs. State)

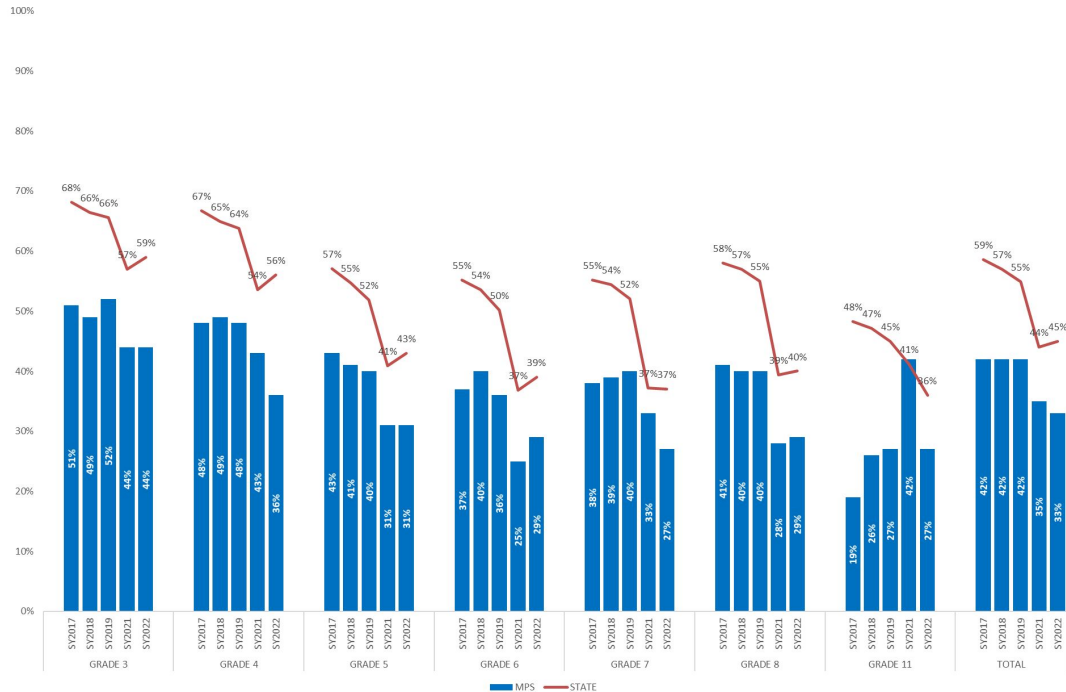
- Across all MPS, math proficiency dropped from 35% in 2021 to 33% in 2022. This is the second consecutive year of declining proficiency after holding steady at 42% from 2017-2019



# MCA Data Update: Math

## MCA-III Math Proficiency by Grade, 2017-2022

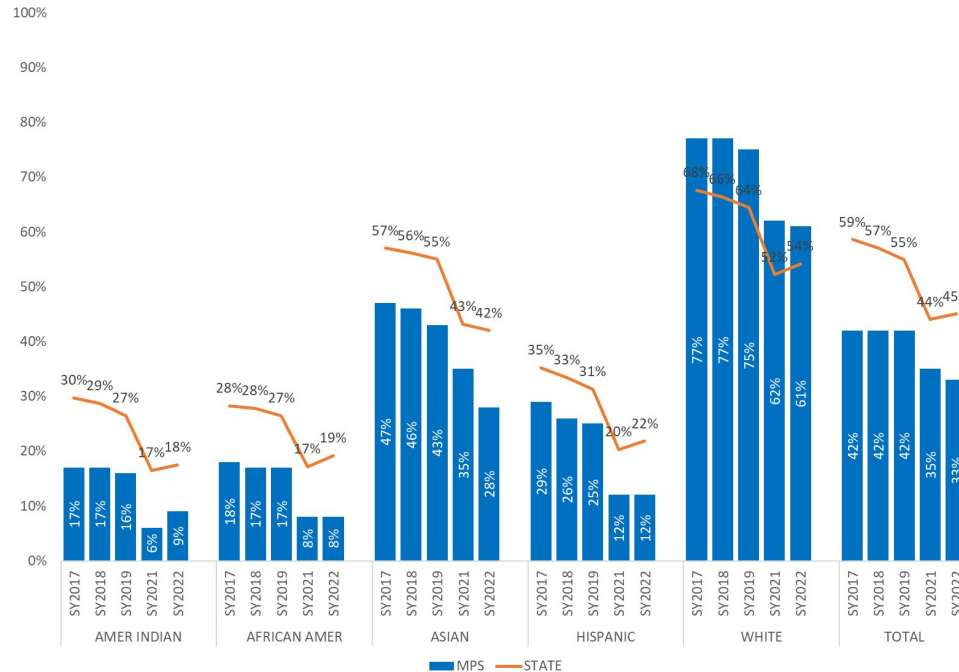
Percent of Students who Met or Exceeded Standards on MCA-III Math (MPS vs. State)



# MCA-III Math Proficiency by Ethnicity

## Percent of Students who Met or Exceeded Standards on MCA-III Math (MPS vs. State)

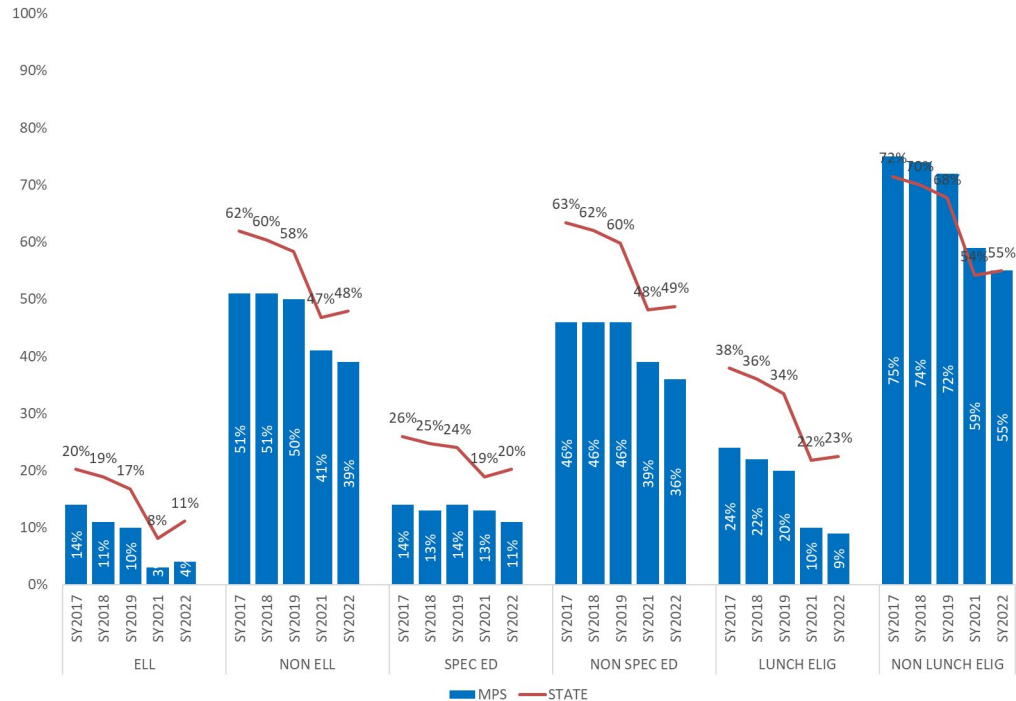
- From 2021 to 2022, American Indian students increased from 6% proficiency to 9%; Black and Hispanic students maintained their rates; Asian and White students showed small drops in performance



# MCA-III Math Proficiency by Demographic Subgroups

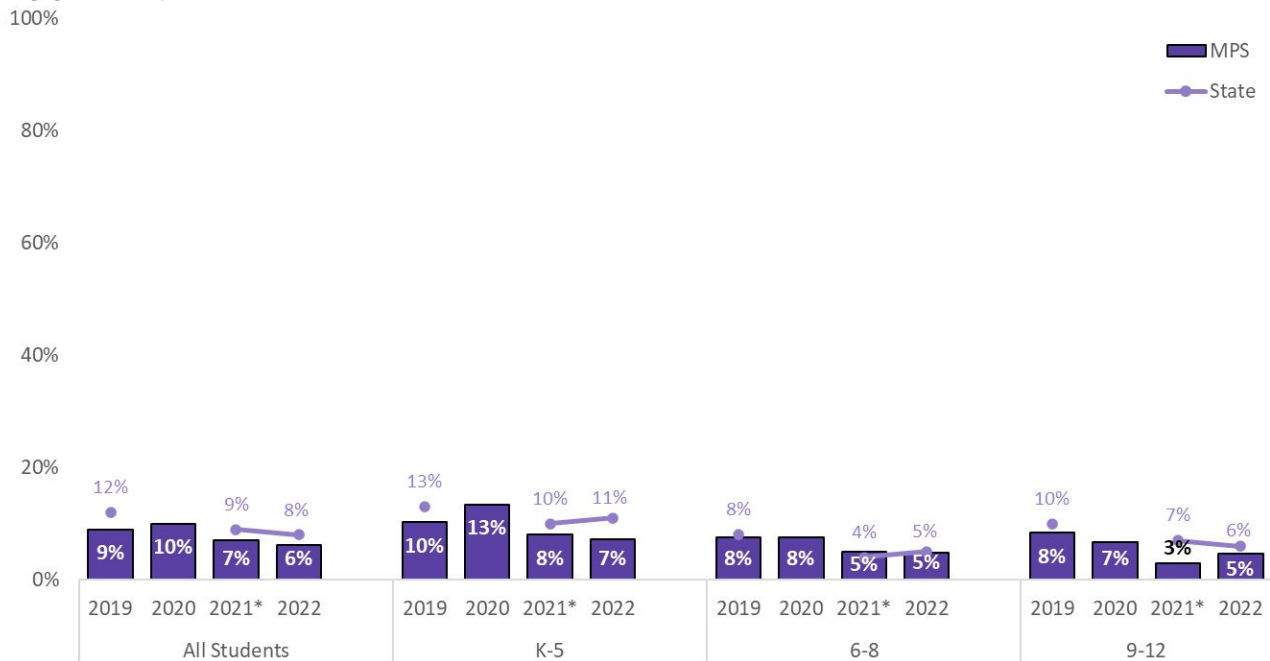
## Percent of Students who Met or Exceeded Standards on MCA-III Math (MPS vs. State)

- Within MPS, ELL students were the only demographic group to not decline from 2021 to 2022. Each of the subgroups shown below are also well below their pre-pandemic levels.



# ACCESS Composite Proficiency by Grade Band

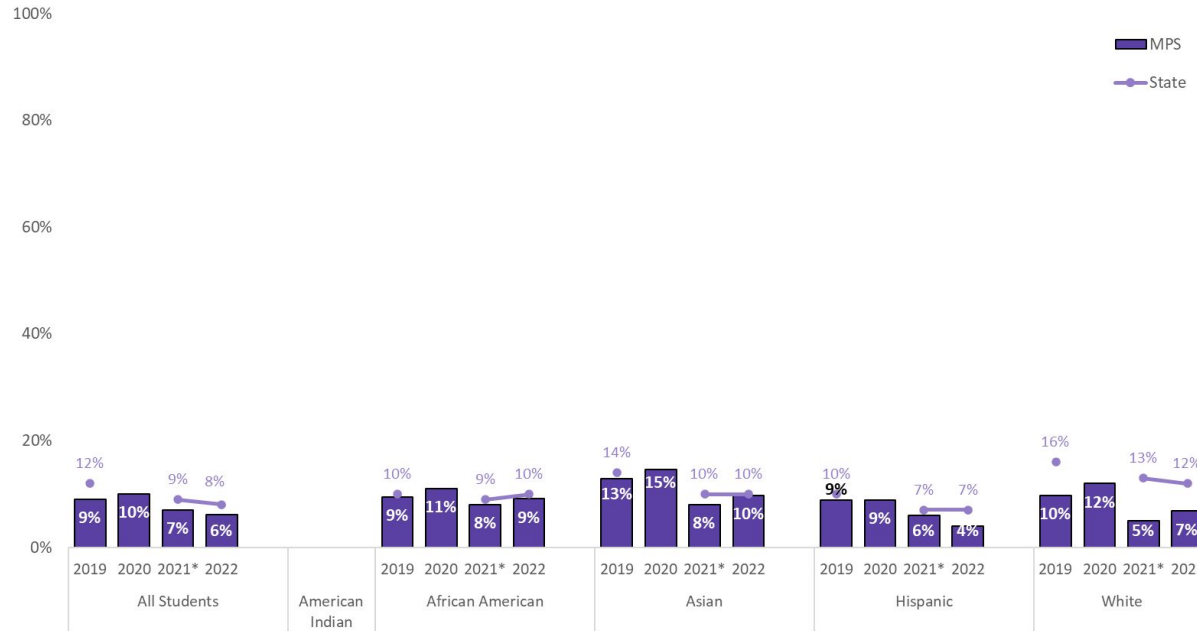
ACCESS proficiency, from 2021 to 2022, has decreased for students in K-5, remained flat for students in 6-8, and increased for students in 9-12. However, proficiency has decreased for all grade bands since 2019.



\*Many fewer students than usual were assessed in 2021 due to the COVID-19 pandemic. No state summary data available from 2020.

# ACCESS Composite Proficiency by Race/Ethnicity

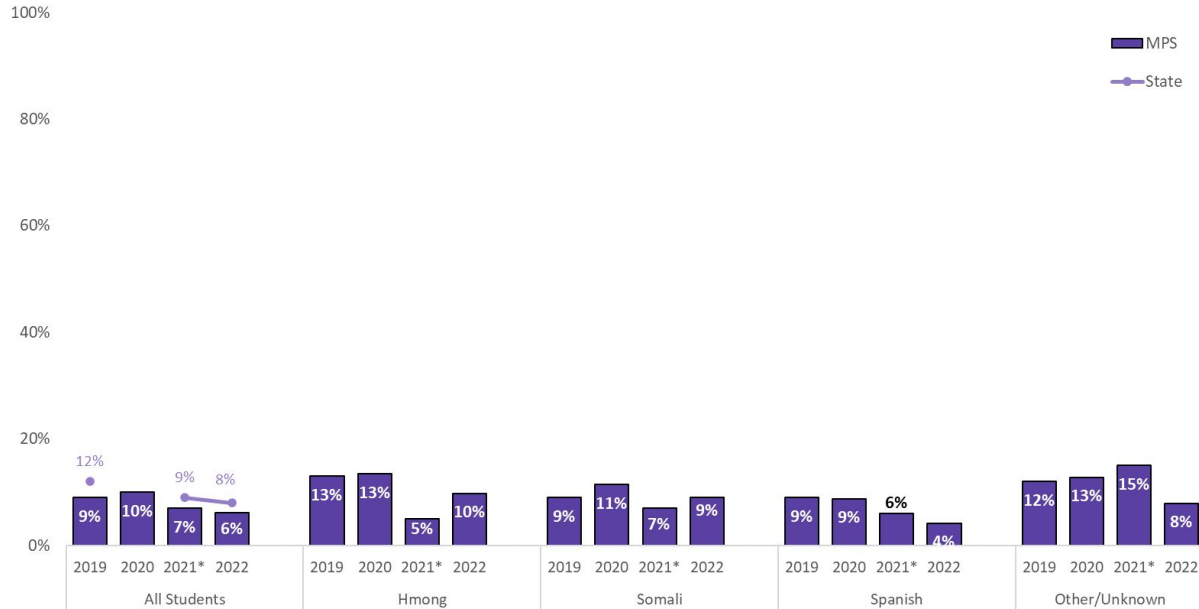
ACCESS proficiency, from 2021 to 2022, has increased for African American students, Asian students, and White students, while decreasing for Hispanic students. However, proficiency has either remained flat or decreased for all racial/ethnic groups since 2019.



\*Many fewer students than usual were assessed in 2021 due to the COVID-19 pandemic. American Indian data is not included due to the small number of students tested. No state summary data available from 2020.

# ACCESS Composite Proficiency by Home Language

ACCESS proficiency, from 2021 to 2022, has increased for Hmong, Somali, and other home language students, while decreasing for Spanish home language students. However, proficiency has either remained flat or decreased for all home language groups since 2019.



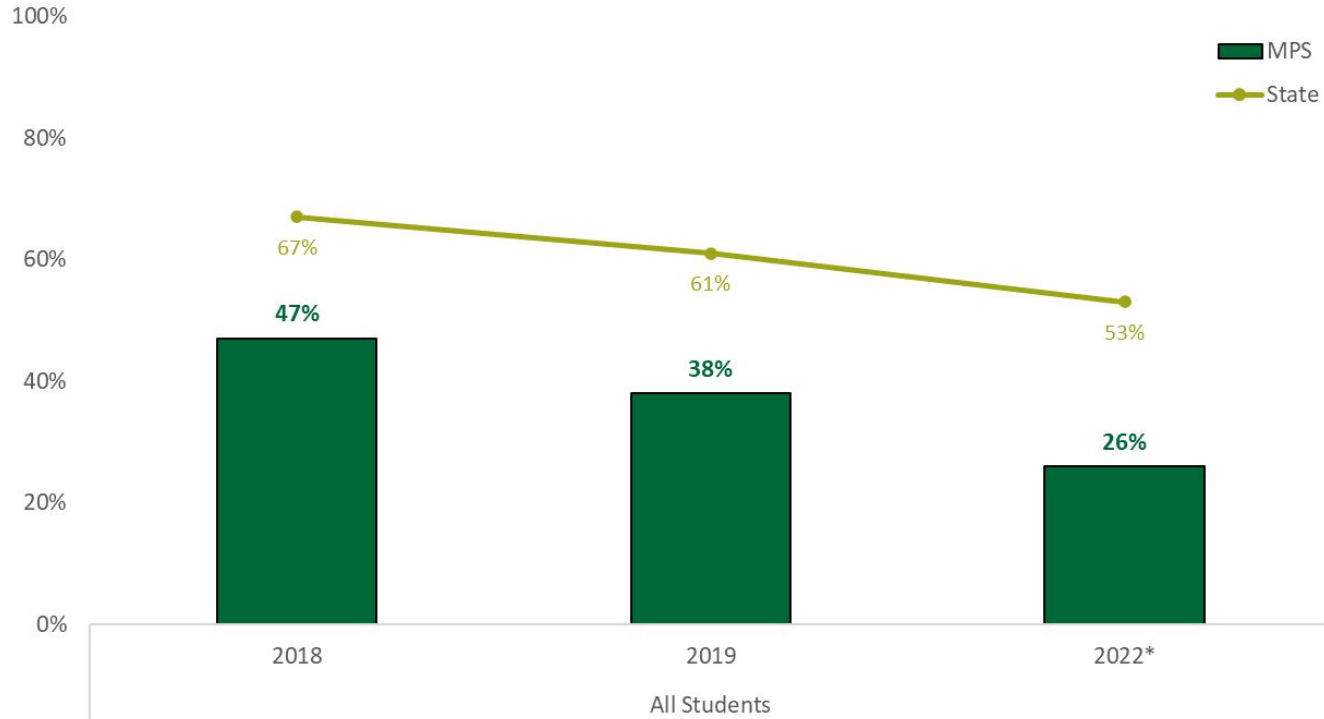
# ACCESS Composite Proficiency

ACCESS Composite Proficiency

	School Year 2019		School Year 2020		School Year 2021		School Year 2022	
	N	% Proficient	N	% Proficient	N	% Proficient	N	% Proficient
<b>All Students</b>	<b>6,285</b>	<b>9%</b>	<b>5,570</b>	<b>10%</b>	<b>2,293</b>	<b>7%</b>	<b>3,914</b>	<b>6%</b>
<i>Grade Configuration</i>								
K-5	3,336	10%	2,948	13%	1,493	8%	2,310	7%
6-8	1,272	8%	1,097	8%	381	5%	705	5%
9-12	1,680	8%	1,525	7%	420	3%	899	5%
<i>Race/Ethnicity</i>								
American Indian	Less than 10		Less than 10		Less than 10		Less than 10	
African American	2,771	9%	2,337	11%	1,034	8%	1,370	9%
Asian	527	13%	460	15%	125	8%	225	10%
Hispanic	2,883	9%	2,653	9%	1,075	6%	2,166	4%
White	103	10%	117	12%	58	5%	147	7%
<i>Student Groups</i>								
<i>English Learner</i>								
Receiving EL Services	6,242	10%	5,531	10%	2,288	7%	3,899	6%
Waived EL Services	46	2%	39	0%	Less than 10		15	1%
Special Ed	919	2%	908	2%	365	1%	585	2%
Free/Reduced Lunch	5,618	9%	4,977	10%	2,051	7%	3,117	6%
<i>Home Language</i>								
Hmong	392	13%	357	13%	99	5%	164	10%
Somali	2,470	9%	2,063	11%	921	7%	1,187	9%
Spanish	2,916	9%	2,697	9%	1,108	6%	2,197	4%
Other/Unknown	507	12%	453	13%	165	15%	366	8%

# ACCESS Composite Growth Overall

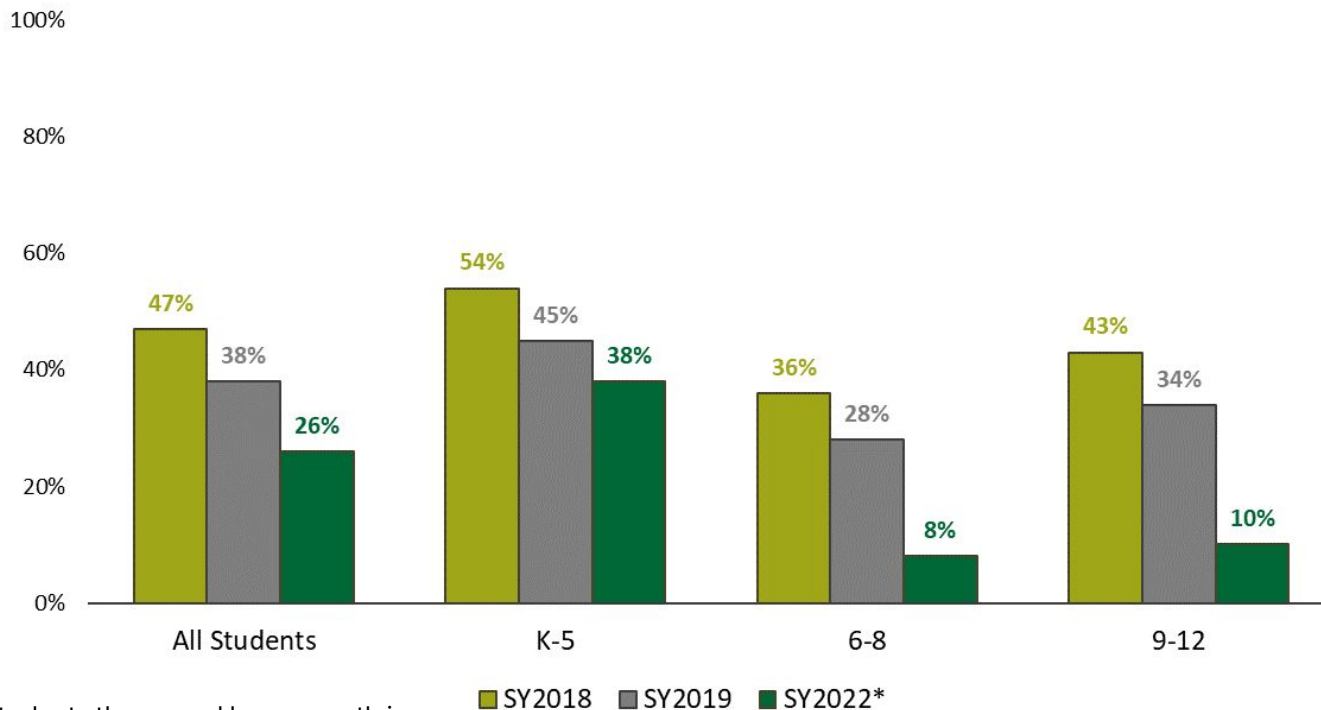
The percent of students meeting ACCESS Growth Targets has decreased from 2018 to 2022.



51 \*Many fewer students than usual have growth in 2022 due to the COVID-19 pandemic

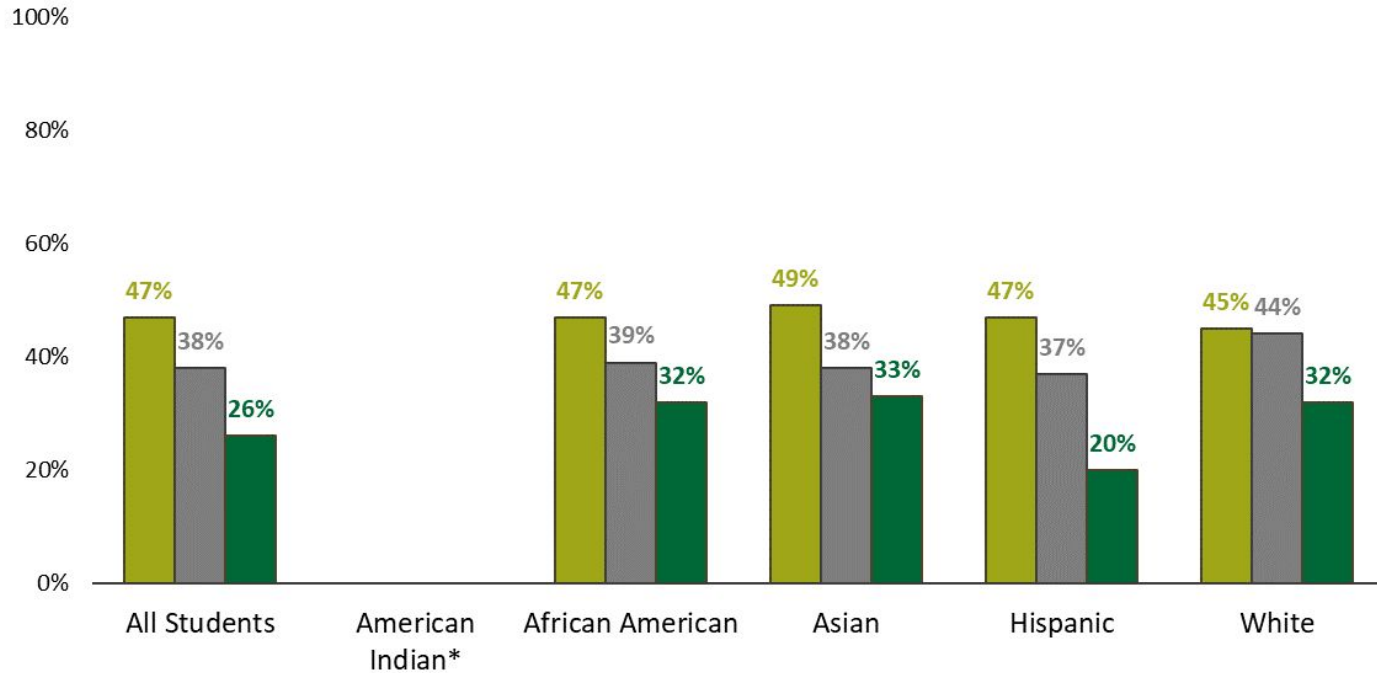
# ACCESS Composite Growth by Grade Level

The percent of students meeting ACCESS Growth Targets has decreased for all grade bands, with the largest decrease for students in grades 6-8 and 9-12.



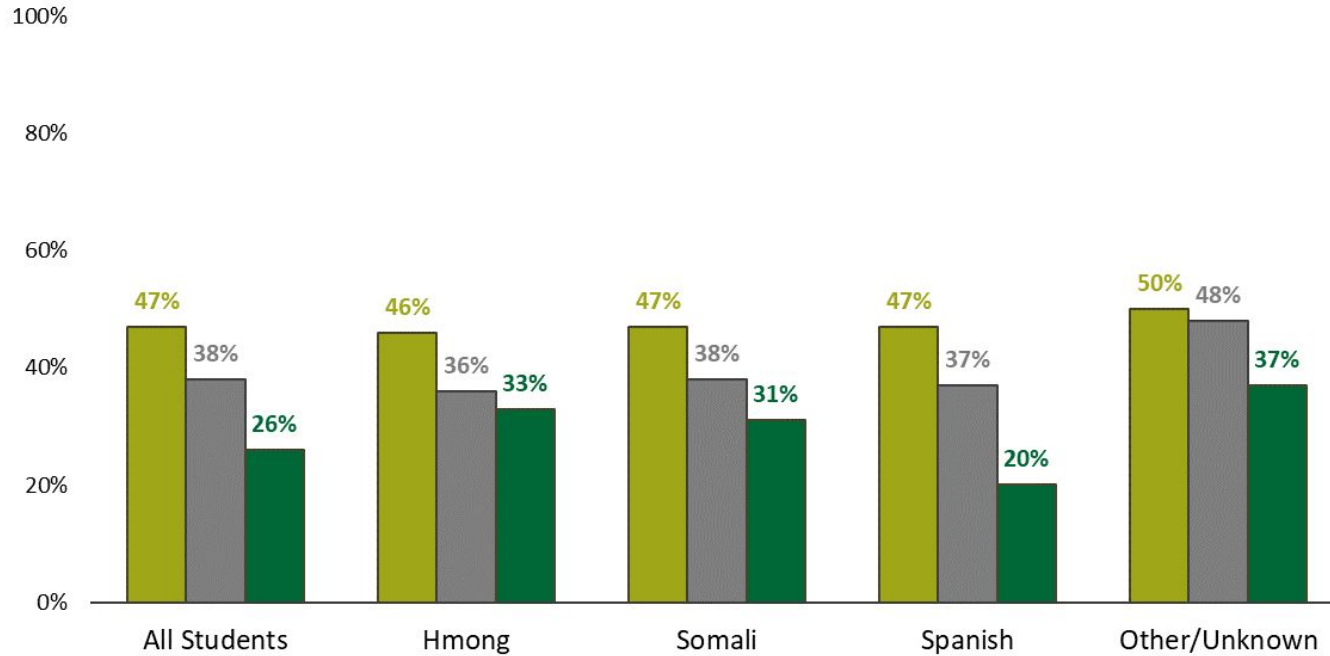
# ACCESS Composite Growth by Race/Ethnicity

The percent of students meeting ACCESS Growth Targets has decreased for all racial/ethnic groups, with Hispanic students having the largest decrease..



# ACCESS Composite Growth by Home Language

The percent of students meeting ACCESS Growth Targets has decreased for all home languages, with Spanish home language students having the largest decrease.

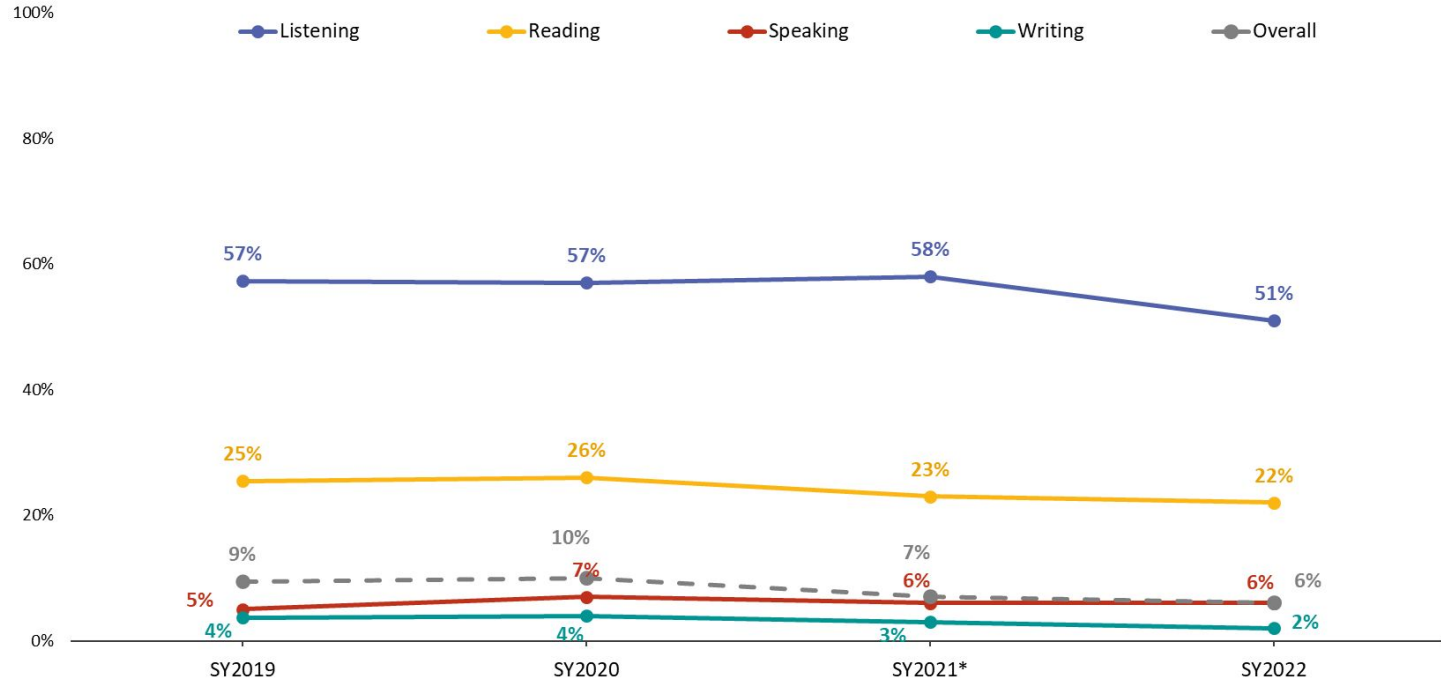


# ACCESS Composite Growth

	ACCESS Composite Growth					
	School Year 2018		School Year 2019		School Year 2022	
	N	% Meeting Growth Targets	N	% Meeting Growth Targets	N	% Meeting Growth Targets
<b>All Students</b>	<b>5,549</b>	<b>47%</b>	<b>5,073</b>	<b>38%</b>	<b>2,871</b>	<b>26%</b>
<i>Grade Configuration</i>						
K-5	2,912	54%	2,552	35%	1,616	38%
6-8	1,278	36%	1,151	28%	585	8%
9-12	1,359	43%	1,370	34%	670	10%
<i>Race/Ethnicity</i>						
American Indian	Less than 10		Less than 10		Less than 10	
African American	2,373	47%	2,221	39%	1,074	32%
Asian	473	49%	419	38%	168	33%
Hispanic	2,674	47%	2,387	37%	1,551	20%
White	29	45%	45	44%	77	32%
<i>Student Groups</i>						
<b>English Learner</b>						
Receiving EL Services	5,519	47%	5,027	38%	2,828	44%
Waived EL Services	30	53%	46	43%	43	44%
Special Ed	955	28%	937	26%	536	12%
Free/Reduced Lunch	5,151	47%	4,634	38%	2,605	25%
<i>Home Language</i>						
Hmong	379	46%	334	36%	131	33%
Somali	2,132	47%	2,009	38%	948	31%
Spanish	2,664	47%	2,386	37%	1,590	20%
Other/Unknown	374	50%	344	48%	202	37%

# ACCESS Proficiency by Domain

Proficiency in each domain has remained flat or decreased, with the greatest decrease in the Listening domain.



56 \*Many fewer students than usual were assessed in 2021 due to the COVID-19 pandemic.

# ACCESS Proficiency: Listening

	ACCESS Listening Domain							
	School Year 2019		School Year 2020		School Year 2021		School Year 2022	
	N	% Proficient	N	% Proficient	N	% Proficient	N	% Proficient
<b>All Students</b>	<b>6,441</b>	<b>57%</b>	<b>5,809</b>	<b>57%</b>	<b>2,443</b>	<b>58%</b>	<b>4,533</b>	<b>51%</b>
<i>Grade Configuration</i>								
K-5	3,363	63%	3,053	69%	1,594	58%	2,489	52%
6-8	1,285	70%	1,128	71%	408	70%	757	59%
9-12	1,796	37%	1,628	42%	441	46%	1,287	42%
<i>Race/Ethnicity</i>								
American Indian	Less than 10		Less than 10		Less than 10		Less than 10	
African American	2,859	56%	2,423	60%	1,100	62%	1,565	60%
Asian	530	59%	473	62%	128	63%	312	67%
Hispanic	2,948	58%	2,789	55%	1,154	54%	2,474	44%
White	103	51%	121	55%	60	53%	176	38%
<i>Student Groups</i>								
<i>English Learner</i>								
Receiving EL Services	6,398	58%	5,769	58%	2,437	58%	4,536	51%
Waived EL Services	46	15%	40	20%	Less than 10		17	24%
Special Ed	965	42%	981	40%	401	1%	720	38%
Free/Reduced Lunch	5,755	57%	5,179	58%	2,188	58%	3,617	51%
<i>Home Language</i>								
Hmong	393	62%	365	62%	99	63%	240	70%
Somali	2,553	56%	2,140	60%	974	61%	1,357	60%
Spanish	2,981	58%	2,836	55%	1,188	54%	2,507	45%
Other/Unknown	514	55%	468	59%	182	68%	429	46%

# ACCESS Proficiency: Reading

	ACCESS Reading Domain							
	School Year 2019		School Year 2020		School Year 2021		School Year 2022	
	N	% Proficient	N	% Proficient	N	% Proficient	N	% Proficient
<b>All Students</b>	<b>6,409</b>	<b>25%</b>	<b>5,771</b>	<b>26%</b>	<b>2,435</b>	<b>23%</b>	<b>4,505</b>	<b>22%</b>
<i>Grade Configuration</i>								
K-5	3,360	26%	3,049	26%	1,588	21%	2,480	19%
6-8	1,285	19%	1,127	19%	407	15%	745	13%
9-12	1,767	29%	1,595	33%	440	34%	1,280	32%
<i>Race/Ethnicity</i>								
American Indian	Less than 10		Less than 10		Less than 10		Less than 10	
African American	2,834	26%	2,411	28%	1,098	27%	1,560	29%
Asian	530	33%	471	37%	128	29%	311	34%
Hispanic	2,941	23%	2,765	23%	1,148	18%	2,456	16%
White	103	26%	121	20%	60	22%	172	16%
<i>Student Groups</i>								
<i>English Learner</i>								
Receiving EL Services	6,366	26%	5,731	26%	2,430	23%	4,488	22%
Waived EL Services	46	17%	40	20%	5	20%	17	18%
Special Ed	954	11%	963	12%	389	11%	711	10%
Free/Reduced Lunch	5,724	25%	5,152	26%	2,183	22%	3,595	21%
<i>Home Language</i>								
Hmong	393	32%	363	35%	99	22%	238	35%
Somali	2,529	26%	2,131	28%	973	26%	1,352	29%
Spanish	2,974	23%	2,812	23%	1,182	18%	2,488	16%
Other/Unknown	513	33%	465	36%	181	35%	427	26%

# ACCESS Proficiency: Speaking

	ACCESS Speaking Domain							
	School Year 2019		School Year 2020		School Year 2021		School Year 2022	
	N	% Proficient	N	% Proficient	N	% Proficient	N	% Proficient
<b>All Students</b>	<b>6,320</b>	<b>5%</b>	<b>5,638</b>	<b>7%</b>	<b>2,378</b>	<b>6%</b>	<b>4,018</b>	<b>6%</b>
<i>Grade Configuration</i>								
K-5	3,349	9%	3,000	12%	1,574	9%	2,390	9%
6-8	1,273	2%	1,105	3%	378	1%	719	4%
9-12	1,701	0%	1,533	0%	423	0%	909	1%
<i>Race/Ethnicity</i>								
American Indian	Less than 10		Less than 10		Less than 10		Less than 10	
African American	2,788	6%	2,330	9%	1,068	6%	1,392	10%
Asian	528	4%	453	4%	128	6%	233	7%
Hispanic	2,900	4%	2,689	5%	1,123	6%	2,232	4%
White	103	8%	113	13%	58	14%	155	6%
<i>Student Groups</i>								
<i>English Learner</i>								
Receiving EL Services	6,277	5%	5,599	7%	2,373	6%	4,003	6%
Waived EL Services	46	2%	39	3%	5	0%	15	7%
Special Ed	928	2%	929	4%	376	3%	612	4%
Free/Reduced Lunch	5,647	5%	5,040	7%	2,130	6%	3,198	6%
<i>Home Language</i>								
Hmong	392	3%	359	4%	99	4%	171	8%
Somali	2,486	5%	2,080	9%	944	5%	1,205	10%
Spanish	2,933	4%	2,745	6%	1,156	6%	2,264	4%
Other/Unknown	509	8%	454	7%	454	10%	378	7%

# ACCESS Proficiency: Writing

	ACCESS Writing Domain							
	School Year 2019		School Year 2020		School Year 2021		School Year 2022	
	N	% Proficient	N	% Proficient	N	% Proficient	N	% Proficient
<b>All Students</b>	<b>6,332</b>	<b>4%</b>	<b>5,638</b>	<b>4%</b>	<b>2,303</b>	<b>3%</b>	<b>4,220</b>	<b>2%</b>
<i>Grade Configuration</i>								
K-5	3,343	3%	2,975	6%	1,496	3%	2,349	3%
6-8	1,276	1%	1,106	2%	383	0%	719	1%
9-12	1,716	8%	1,557	3%	424	8%	1,152	2%
<i>Race/Ethnicity</i>								
American Indian	Less than 10		Less than 10		Less than 10		Less than 10	
African American	2,795	3%	2,368	4%	1,039	3%	1,495	3%
Asian	528	8%	464	7%	125	4%	273	4%
Hispanic	2,905	3%	2,684	4%	1,080	2%	2,287	2%
White	103	1%	119	2%	58	2%	159	2%
<i>Student Groups</i>								
<i>English Learner</i>								
Receiving EL Services	6,289	4%	5,597	4%	2,298	3%	4,204	2%
Waived EL Services	46	0%	41	0%	5	0%	16	0%
Special Ed	934	1%	930	1%	369	1%	645	0%
Free/Reduced Lunch	5,658	4%	5,034	4%	2,060	2%	3,375	2%
<i>Home Language</i>								
Hmong	393	8%	359	9%	99	3%	205	5%
Somali	2,491	3%	2,090	4%	925	3%	1,294	3%
Spanish	2,938	3%	2,729	4%	166	5%	2,320	2%
Other/Unknown	510	6%	460	3%	1,113	2%	401	3%

# School Fundraising Equity and Diversity Impact Assessment (EDIA)

**Research,  
Evaluation,  
Assessment and  
Accountability**

**September 13,  
2022**

# School Fundraising EDIA + MPS Policies

Examine school-based fundraising policies and practices, the district's infrastructure for gathering information on school fundraising, and the current state of school fundraising in MPS.

## Overarching Evaluation Questions:

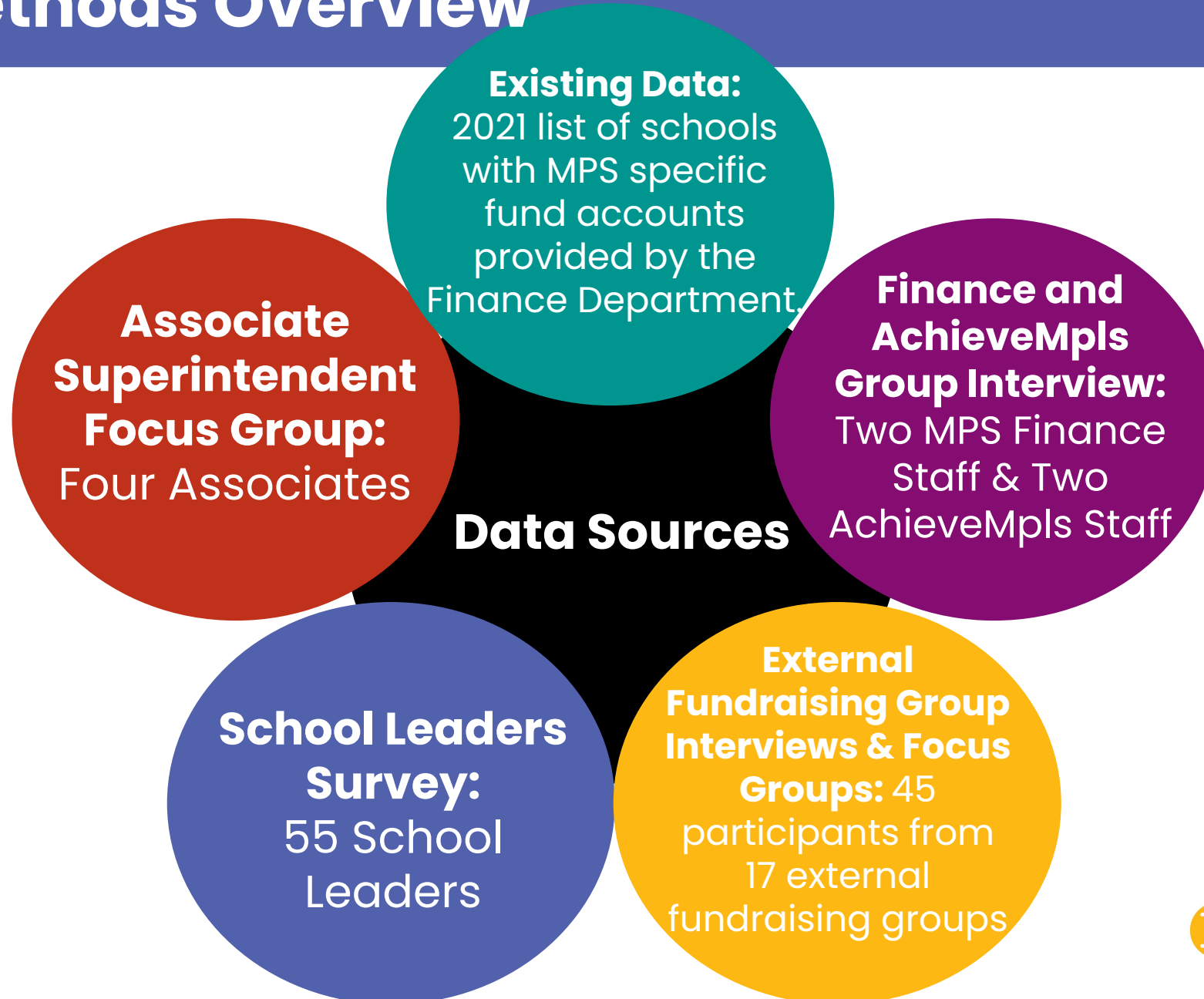
- What is the current state of school fundraising?
- To what extent are funds raised and received from external sources (i.e., parent, alumni, or external fundraising groups) used equitably?

**Policy 5540:**  
**Fundraising**

**Policy 3280: Gifts,**  
**Bequests And**  
**Grants**

**Policy 1720:**  
**External Funds**

# EDIA Methods Overview



# Context

**Predictable  
Staffing  
Requirements**

**Supplemental  
Funding**

**Additional  
funding through  
donations,  
fundraising, and  
outside  
resources**

# Overall Finding

**MPS schools are inadequately funded and stakeholders are aware that there are inequities in fundraising ability across the school district.**

<b>Systemic Level</b>	<p>The <b>first set of findings</b> focuses on:</p> <ul style="list-style-type: none"><li>• understanding MPS fundraising policies, its oversight structure, and limitations.</li><li>• challenges collecting information about who is raising funds and the extent to which schools are supported by external fundraising efforts.</li></ul>
<b>School Fundraising Practices</b>	<p>The <b>second set of findings</b> focuses on:</p> <ul style="list-style-type: none"><li>• understanding fundraising practices across external fundraising groups</li><li>• the relationship between school leaders and external fundraising groups as well as the relationship between the district and external fundraising groups.</li></ul>
<b>Stakeholder Experiences</b>	<p>The <b>third set of findings</b> focuses on understanding stakeholders' experience navigating current fundraising efforts at their schools and using MPS-specific fund accounts to support fundraising efforts.</p>

# Systemic Level

**Finding 1:** Current MPS policies give the district little control over the activities of external fundraising entities and limit the amount of information available to the district regarding fundraising done by external entities, making it difficult to fully understand the current level of inequity in fundraising.

Three systemic challenges were identified:

**District fundraising policies have limitations**

**Limited information and oversight**

**Lack of a systematic way to report and share information across groups and stakeholders**

# Systemic Level

Sub-Findings: System Challenges	Summary
<b>District fundraising policy has limitations</b>	MPS fundraising policies are only applicable to school- and district-sponsored fundraisers.
	The district’s parameters and practices around accepting funds raised by individuals, external groups, or third-party organizations have become more stringent.
<b>Limited information and oversight</b>	The district does not have oversight over these external entities.
	MPS has limited access to fundraising information sponsored or held by individuals.
	MPS is unable to report the extent to which the amount of funds raised varied across schools without a comprehensive understanding of the amount of funds that are raised and used to support schools outside of the district’s budget allocations, or what those funds are being spent on.
<b>Lack of a systemic way to report and share information</b>	A comprehensive list of external fundraising groups and third party organizations does not exist.
	External entities are not required to report any information.
	To understand the full picture around school fundraising and if it is equitable across schools, more information is needed.

# School Fundraising Practices

**Finding 2:** Many stakeholders, including school leaders, external fundraising groups, MPS Finance, and the Associates, are aware that there are inequities in fundraising ability across schools, and that external entity fundraising efforts may further perpetuate existing inequities across schools.

Three practice challenges were identified:

**Not all schools have external fundraising groups raising funds for their school**

**Fundraising practices varied across groups**

**Fundraising decisions vary across schools and external fundraising groups**

# School Fundraising Practices

Challenges Related to Practices	Summary
<p><b>Not all schools have an external fundraising group</b></p>	<p>Fundraising activities varied from school to school and ranged from small to large efforts.</p>
	<p>Some external fundraising groups feel that their school does not receive supplemental funding, so they fundraise to maintain what they see as a base level of programming or staffing.</p>
	<p>Fewer school leaders in the Henry, South, and Magnet/Citywide high school attendance areas reported having an external fundraising group compared to the other high school attendance areas.</p>
<p><b>Fundraising practices varied across groups</b></p>	<p>Schools with external fundraising groups generally felt they were spending funds equitably and addressing school needs.</p>
	<p>Most school leaders felt funds were being spent equitably at their school, while some external fundraising groups wondered how they could spend funds more equitably.</p>
	<p>Both external fundraising groups and school leaders reported that funds raised are generally spent on supporting a school need (i.e., providing additional support, hosting events to build community, showing staff and family appreciation, and more).</p>

# School Fundraising Practices

Challenges Related to Practices	Summary
<p><b>Fundraising decisions vary across schools and external fundraising groups</b></p>	<p>Relationships between external fundraising groups and school leaders vary but are generally positive. Most external fundraising groups reported having regular communication with school leaders.</p>
	<p>Most external fundraising groups reported involving the principal formally or informally in decision-making. Some external fundraising groups would like to have more involvement from parents and the community in their decision-making process.</p>
	<p>While MPS cannot provide any oversight over external entities, school leaders and external fundraising groups generally feel that school leaders have influence over or can provide input on fundraising decisions at their site.</p>
	<p>Most school leaders are aware of the fundraising activities or projects happening at their school even if they are not involved or have little influence in the external fundraising group decision-making process.</p>

# Stakeholder Experiences

**Finding 3:** Although most external groups fundraising to support schools were impacted by the pandemic, those who already had a difficult time raising funds before the pandemic experienced more challenges.

Two challenges related to stakeholder experiences were identified:

**Schools using  
MPS-specific fund  
accounts  
experienced some  
challenges with the  
reimbursement  
process.**

**The pandemic  
and Comprehensive  
District Design  
changes added  
layers of challenges  
to school fundraising  
efforts**

# Stakeholder Experiences

Challenges Related to Stakeholder Experiences	Summary
<p><b>Schools using MPS-specific fund accounts experienced some challenges with the reimbursement process</b></p>	<p>Schools have access to MPS specific fund accounts for school-related activities outside of the classroom and generally used for school sponsored fundraising activities.</p>
	<p>Although schools have more flexibility in how to spend funds routed through their Achieve account, the reimbursement process can be a barrier or create challenges for the school and for the group.</p>
<p><b>The pandemic and Comprehensive District Design changes added layers of challenges to school fundraising efforts</b></p>	<p>The pandemic had a significant impact on schools.</p>
	<p>External fundraising groups mentioned challenges (e.g., recruiting and retaining more culturally and linguistically diverse families or those new to the school) and limiting the type of and frequency of fundraising efforts) that contributed to raising less money than previous years.</p>
	<p>On top of the pandemic, some stakeholders reported that the implementation of the district's Comprehensive District Design (CDD) created different challenges (e.g., schools saw their school population change), which impacted fundraising efforts. Some schools saw their population change.</p>

# EDIA Committee Recommendations

1. **Continue Federal, state, and local advocacy** for increased funding for public education, that meets the rising costs of inflation, so that external fundraising is not necessary for schools to sufficiently meet the needs of students, families, and staff.
2. **Clearly communicate the District's vision for external fundraising** (ex: should all elementary schools have PTOs and all secondary schools have booster clubs) and establish foundations at all specialty high schools.
3. **Explore successful models** for a centralized PTO system.
4. **Encourage greater transparency and accountability** for school leadership and site councils for budgeting and reporting of external funds.
5. **Create an equitable fundraising guide** for use by external fundraising groups. Provide training so that school leaders, site councils, and school community members can apply an equity lens to their fund development and use.
6. **Provide resources and administrative support for school-specific fundraising.** These resources should be equitably distributed so that schools that do not have robust or active external fundraising practices can be most supported.

# Draft Action Plan

EDIA Finding	Draft Action Plan
District fundraising policy has limitations	Explore the District's vision for external fundraising
Limited information and oversight	Explore budgeting and reporting options of external fundraising funds
Lack of a systemic way to report and share information	Explore budgeting and reporting options of external funds
Not all schools have an external fundraising group	Explore opportunities for collaboration and networking among external fundraising groups across different schools
Fundraising practices varied across groups	Create an equitable fundraising guide for use by external fundraising groups
Fundraising decisions vary across schools and external fundraising groups	Create an equitable fundraising guide for use by external fundraising groups
Schools using MPS – specific fund accounts experienced some challenges with the reimbursement process	Offer training and guidance on district policies related to fund development and use
The pandemic and Comprehensive District Design changes added layers of challenges to school fundraising efforts	Explore opportunities for collaboration and networking among external fundraising groups across different schools

# APPENDIX

# School Fundraising EDIA

Examine school-based fundraising policies and practices, the district's infrastructure for gathering information on school fundraising, and the current state of school fundraising in MPS.

Overarching Evaluation Questions	Evaluation Sub-Questions
<p>What is the current state of school fundraising?</p>	<p>Who are the school fundraising groups leading fundraising efforts at schools?</p>
	<p>What types of fundraising activities exist?</p>
	<p>To what extent does MPS have control over school fundraising activities and/or the use of funds that are raised?</p>
	<p>What is the fundraising reporting process?</p>
	<p>How does the amount of fundraising dollars vary across schools?</p>
<p>To what extent are funds raised and received from external sources (i.e., parent, alumni, or external fundraising groups) used equitably?</p>	<p>To what extent are fundraising groups following MPS' school fundraising related policies?</p>
	<p>How are decisions made regarding where money will be spent?</p>
	<p>How is school fundraising money transferred to schools' budgets?</p>
	<p>How does the use of funds vary by school?</p>

# School Fundraising: MPS Policies + Regulations

- **Policy 5540: Fundraising**

- Regulation 5540A: Fundraising Limitations And Procedures
- Regulation 5540B: Sale Of Tickets

- **Policy 3280: Gifts, Bequests And Grants**

- Regulation 3280A: Accepting Gifts, Bequests Or Grants

- **Policy 1720: External Funds**

- Regulation 1720A: Administration Of External Funds

# Systemic Level

Sub-Finding	Summary	Supporting Data
<b>District fundraising policy has limitations</b>	MPS fundraising policies are only <b>applicable to school- and district-sponsored fundraisers.</b>	<p><i>“The key is accepting the dollars. It can sit in a PTA account and that’s separate from a school account. If it’s transferred to a school, that’s where the principal has discretion and control. Otherwise, the PTA has control over the funds.”</i></p> <p>- Associate Superintendent</p>
	The <b>district’s parameters and practices</b> around accepting funds raised by individuals, external groups, or third-party organizations <b>have become more stringent.</b>	<p><i>“Primarily what has been of interest to my principals would be to hire staff. I’ve held the line that they can’t do that because it goes against policy.”</i></p> <p>- Associate Superintendent</p>

# Systemic Level

Sub-Finding	Summary	Supporting Data
<b>Limited information and oversight</b>	The <b>district does not have oversight</b> over these external entities.	<i>“[Finance] provides guidance on what’s acceptable for online giving platforms, [but] a lot of it happens outside of our [MPS] jurisdiction. We don’t have any right to say what a PTO/PTA is doing or how they are spending their money.”</i> – MPS Finance staff
	<b>MPS has limited access to fundraising information</b> sponsored or held by individuals.	
	<b>MPS is unable to report the extent to which the amount of funds raised varied across schools</b> without a comprehensive understanding of the amount of funds that are raised and used to support schools outside of the district’s budget allocations, or what those funds are being spent on.	

# Systemic Level

Sub-Finding	Summary	Supporting Data
<p><b>Lack of a systemic way to report and share information</b></p>	<p><b>A comprehensive list of external fundraising groups and third party organizations does not exist.</b></p>	<p><i>“[We] have a newsletter every week, take meeting minutes every week, post meeting minutes to the community, publicize the fundraising calendar and PTA agenda every month, and share a list of grants for every school year. [We] have a website -it’s out of date because the district changed websites and we lost information -[and we] have a Facebook page where we post information.”</i></p> <p style="text-align: right;">- External Fundraising Group</p> <p>ARE evaluators were able to collect 29 external fundraising groups’ contact information which came from a number of sources.</p> <ul style="list-style-type: none"> <li>• 45% were collected from the school leaders via the school leader survey.</li> </ul>
	<p><b>External entities are not required to report any information.</b></p>	
	<p>To understand the full picture around school fundraising and if it is equitable across schools, <b>more information is needed.</b></p>	

# School Fundraising Practices

Sub-Finding	Summary	Supporting Data
<p><b>Not all schools have an external fundraising group</b></p>	<p>School leaders, external fundraising groups, Finance staff, and Associate Superintendents also reported that <b>fundraising activities varied from school to school</b> and ranged from small to large efforts.</p>	<ul style="list-style-type: none"> <li>Elementary schools in the South, Southwest, and Washburn high school attendance areas were more likely to report having an external fundraising group, particularly a Parent Teacher Association or Parent Teacher Organization, than elementary schools in other high school attendance areas.</li> <li>Secondary schools who reported having an external fundraising group were more likely to have either a School Booster Club or School Foundation. More than a third (31%) of school leaders reported they do not have an external fundraising group, while 69% reported having an external fundraising group.</li> </ul>
	<p>Some external fundraising groups feel that their school does not receive supplemental funding, so they <b>fundraise to maintain what they see as a base level of programming or staffing.</b></p>	
	<p><b>Fewer school leaders in the Henry, South, and Magnet/Citywide high school attendance areas reported that they have an external fundraising group</b> compared to school leaders in other high school attendance areas.</p>	

# School Fundraising Practices

Sub-Finding	Summary	Supporting Data
<p><b>Fundraising practices varied across groups</b></p>	<p>Schools with external fundraising groups generally felt they were spending funds equitably and addressing school needs.</p>	<p><i>“I think our biggest challenge has been that idea of what's equitable even within the school and then within the Minneapolis community.”</i>                      – External Fundraising Group</p> <p>Among the 55 school leaders who completed the school leader survey, most perceive that funds are spent equitably at the school, however, two disagreed.</p>
	<p>Most school leaders felt funds were being spent equitably at their school, while some external fundraising groups wondered how they could spend funds more equitably.</p>	
	<p><b>Both external fundraising groups and school leaders reported that funds raised are generally spent on supporting a school need;</b> that is, providing additional support (e.g, supplies, staffing, curriculum resources), hosting events to build community, showing staff and family appreciation, and more.</p>	

# School Fundraising Practices

Sub-Finding	Summary	Supporting Data
<p><b>Fundraising decisions vary across schools and external fundraising groups</b></p>	<p>Though relationships between external fundraising groups and school leaders vary from school to school, they are generally positive. <b>Most external fundraising groups reported that they have regular communication with school leaders.</b></p>	<p><i>"I don't have [a relationship with district leaders/staff]... I have not felt the need to include them or that it's the principal's job. The highest level for us is the principal and if [they] needs to take it anywhere else, it's up to [them]."</i></p> <p>- External Fundraising Group</p> <p><i>"The diversity of our community shifted a ton this year. We want to figure out how to make that more inclusive."</i></p> <p>- External Fundraising Group</p>
	<p><b>Most external fundraising groups reported involving the principal either formally or informally in decision-making.</b> Some external fundraising groups shared that they would also like to have more involvement from parents and the community in their decision-making process.</p>	
	<p>While MPS cannot provide any oversight over external entities, <b>school leaders and external fundraising groups generally feel that school leaders have influence over or can provide input on fundraising decisions</b> (e.g., on what types of activities to put on, approving school space for events, advising on school needs and where funds could be directed) at their site.</p>	
	<p><b>Most school leaders are aware of the fundraising activities or projects happening at their school</b> even if they are not involved or have little influence in the external fundraising group decision-making process.</p>	

# Stakeholder Experiences

Sub-Finding	Summary	Supporting Data
<p><b>Schools using MPS-specific fund accounts experienced some challenges with the reimbursement process</b></p>	<p><b>Schools have access to MPS specific fund accounts</b> (i.e., Achieve account, student activity account, athletic project account, and school generated project account), which are fund accounts for school-related activities outside of the classroom and generally used for school sponsored fundraising activities.</p> <p>Although schools have more flexibility in how to spend funds routed through their <b>Achieve account, both school leaders and external fundraising groups mentioned that the reimbursement process can be a barrier or create challenges</b> for the school and for the group.</p>	<p>“Achieve itself... it's a little bit hard to navigate. How do you tell from their website what some of the biggest needs in the districts are and how you could help to fund that?...They have this form ‘give to MPS’ but there's no information about what your possibilities are or what the highest needs are.”</p> <p>- External Fundraising Group</p> <p>AchieveMpls can hold funds without an admin fee via an AchieveMpls fund account. There are less restrictions around how the funds can be spent and it operates as a reimbursement process.</p>

# Stakeholder Experiences

Sub-Finding	Summary	Supporting Data
<p><b>The pandemic and Comprehensive District Design changes added layers of challenges to school fundraising efforts</b></p>	<p>All stakeholders, including school leaders, external fundraising groups, MPS Finance, and the Associates, reported that the <b>pandemic had a significant impact on schools.</b></p>	<p><i>“I’m hopeful with the return of some in-person events we can reach some new people. It’s harder with COVID and not being able to meet people in person and harder to connect with other parents if they’re not on Facebook.”</i></p> <p>– External Fundraising Group</p>
	<p><b>External fundraising groups mentioned challenges connecting and engaging families</b>, including recruiting and retaining families on external group boards, reaching out to more culturally and linguistically diverse families or those new to the school, restricting and limiting the type of and frequency of fundraising efforts, therefore, raising less money than previous years.</p>	
	<p>On top of the pandemic, <b>some stakeholders report that the implementation of the district’s Comprehensive District Design (CDD) created different challenges</b>, which also impacted fundraising efforts. Some schools saw their population change (e.g., lost some families and gained new families to the school community, saw a decrease in student population, and/or had a new principal).</p>	

# EDIA Committee Letter

**To:** Minneapolis Public Schools Superintendent Graff and Board of Education

**From:** The Equity and Diversity Impact Assessment (EDIA) Committee

**Date:** March 1, 2022

Dear Superintendent Graff and Members of the Minneapolis Public Schools Board of Education,

We are writing to you during a critical moment for the students, families, educators, and staff of Minneapolis Public Schools.

As we are writing this letter, we grieve the loss of Deshaun Hill due to gun violence and honor the life of Amir Locke killed by the Minneapolis Police Department. We are holding and recognizing the impact of a second year of the COVID-19 pandemic on students, educators, and faculty, which has disproportionately impacted communities and people of color.

The EDIA committee and MPS staff have spent the past 8 months evaluating external fundraising per the directive from the Superintendent and school board. Amidst the wide range of issues our students and families are facing this year - from the shortages of bus drivers & services, impact of the Comprehensive District Design, potential teacher strike, virtual learning, and a declared national emergency for child and adolescent mental health - we are disappointed that external fundraising is the issue that the Board has asked this committee to evaluate for several reasons:

- Fundraising as a larger concept has inherent inequities, rooted in power, wealth, and resource access and distribution. Addressing these issues is outside of the scope of the mission of Minneapolis Public Schools.
- Nonprofits are highly regulated and must follow strict guidelines and use money as intended by their donors. The EDIA committee has found that the Minneapolis Public Schools has neither power nor authority over donations to a particular 501c3 organization (such as a PTO).
- Additionally, inadequate funding of schools is at the core of why external fundraising happens. Addressing the problems related to external fundraising does not address the root of the issue.

# EDIA Committee Letter

For these reasons and others, conducting an Equity and Diversity Impact Assessment that produced meaningful recommendations for policy and practice change was challenging and misguided. Additional information from the Superintendent and Board regarding your vision for equitable external fundraising would have been beneficial to inform our analysis.

The full findings of the EDIA can be found in the accompanying report. Below are our core recommendations, based on feedback from stakeholders and conversations of the EDIA committee:

1. Continue Federal, state, and local advocacy for increased funding for public education, that meets the rising costs of inflation, so that external fundraising is not necessary for schools to sufficiently meet the needs of students, families, and staff.
2. Clearly communicate the District's vision for external fundraising (ex: should all elementary schools have PTOs and all secondary schools have booster clubs) and establish foundations at all specialty high schools.
3. Provide resources and administrative support for school-specific fundraising. These resources should be equitably distributed so that schools that do not have robust or active external fundraising practices can be most supported. Examples of resources include:
  - a. Grant identification and grant writing support;
  - b. Assistance with federal and state reporting (for 501c3 nonprofit organizations);
  - c. Fiscal sponsorship and/or organizational development support for schools and fundraising groups that do not have associated 501c3 nonprofit organizations;
  - d. Training and guidance on district policies related to fund development and use;
  - e. Training and guidance on best practices related to fund development and use, with a particular focus on equitable fund development and use;
  - f. Strategic planning (ex: mission statements, goals) support for fundraising groups through an equity lens and that both aligns with the district's equity goals and supports equitable fund development and distribution practices; and
  - g. Opportunities for collaboration and networking among fundraising groups.

# EDIA Committee Letter

4. Explore successful models for a centralized PTO system.
5. Encourage greater transparency and accountability for school leadership and site councils for budgeting and reporting of external funds.
6. Create an equitable fundraising guide for use by external fundraising groups. Provide training so that school leaders, site councils, and school community members can apply an equity lens to their fund development and use.

In solidarity,

**EDIA Committee**

Candace Miller Lopez, Parent

Joe Beaulieu, Executive Director at Little Earth Resident Association

Joseph C. Rice

Kelly Drummer, President MIGIZI

Lisa Dornacker, AchieveMpls CCC Coordinator

Logan Sand

Malaika Eban, Director of Community Strategy Legal Rights Center

Nonoko Sato, executive director, Minnesota Council of Nonprofits and Parent

Rebecca Slaby, MPS parent, Executive Director of AMAZEworks

**SECTION 1:****AMENDMENT** “Policy 4016: Family Medical Leave Act” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

**AMENDMENT**

Policy 4016: Family Medical Leave Act

**1. PURPOSE**

~~The purpose of this policy is to inform the school community and the general public of the position of the School Board on providing family and medical leave in compliance with the Family and Medical Leave Act.~~ The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

**2. GENERAL STATEMENT OF POLICY**

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

**3. DEFINITIONS**

a. “Covered active duty” means:

- i. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
- ii. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code section 101(a)(13)(B).

b. “Covered servicemember” means:

- i. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- ii. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

c. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately

preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

- d. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.
- e. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.
- f. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
  - i. a military medical treatment facility as an outpatient; or
  - ii. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- g. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
  - i. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
  - ii. to attend military events and related activities of a covered military member;
  - iii. to address issues related to childcare and school activities of a covered

military member's child;

- iv. to address financial and legal arrangements for a covered military member;
- v. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
- vi. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
- vii. to attend post-deployment activities related to a covered military member;
- viii. to address care needs of a covered military member's parent who is incapable of self-care; and
- ix. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

h. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- i. inpatient care in a hospital, hospice, or residential medical care facility; or
- ii. continuing treatment by a health care provider.

i. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

j. "Veteran" has the meaning given in 38 United States Code section 101.

#### **4. LEAVE ENTITLEMENT**

a. Twelve-week Leave under Federal Law

i. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:

- (1) birth of the employee's child and to care for such child;
- (2) placement of an adopted or foster child with the employee;
- (3) to care for the employee's spouse, son, daughter, or parent with a serious health condition;
- (4) the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
- (5) any qualifying exigency arising from the employee's spouse,

- son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
- ii. For the purposes of this policy, “year” is defined as a rolling 12-month period measured backward from the date an employee’s leave is to commence.
  - iii. An employee’s entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
  - iv. A “serious health condition” typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
  - v. A “serious injury or illness,” in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
    - (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember’s office, grade, rank, or rating; or
    - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
    - (3) a physical or mental condition that substantially impairs the covered veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
    - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
  - vi. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee’s own serious health condition; or pursuant to Paragraph 4.A.i.5. above.

- vii. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
- viii. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
- ix. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
- x. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph 4.A.i.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
- xi. The school district may require that a request for leave under Paragraph 4.A.i.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.

- xii. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
- xiii. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

- xiv. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

b. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs 4.A.i.1. or 4.A.i.2. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the school district. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the school district so that the total leave does not exceed 12 weeks, unless agreed to by the school district, or leave taken for the same purpose under the

FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the school district reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

c. Twenty-six-week Servicemember Family Military Leave

- i. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
- ii. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs 4.A. and 4.C. above.
- iii. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
- iv. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
- v. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
- vi. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
- vii. The provisions of Paragraphs 4.A.vii., 4.A.ix., 4.A.xii., 4.A.xiii., and 4.A.xiv. above shall apply to leaves under this section.

## **5. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES**

- a. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- b. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the workdays in the leave period may be required to:
  - i. take leave for the entire period or periods of the planned medical treatment; or
  - ii. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- c. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
  - i. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
  - ii. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.
  - iii. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

## **6. OTHER**

- a. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the

FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

- b. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

## **7. DISSEMINATION OF POLICY**

- a. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.

- b. This policy will be reviewed at least annually for compliance with state and federal law.

- c. ~~It is the policy of the Minneapolis Public Schools to provide up to twelve weeks of family and medical leave per calendar year to eligible employees in compliance with the Family and Medical Leave Act. Employees may use paid sick leave for this purpose, at the option of the employee, when usage of the sick leave is in accordance with the provisions of any applicable collective bargaining agreement. The employee may use accrued vacation or personal leave at the employee's option, when usage of the vacation or personal leave is in accordance with the provisions of any applicable collective bargaining agreement. Otherwise, such leave is unpaid leave. All leave requested under this policy will conform to guidelines established by the Human Resources Department.~~

### **Original Adoption:**

03/28/2000

### **Legal References:**

- ~~Family and Medical Leave Act (29 U.S.C. 2611 et seq)~~
- To be updated upon passage

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 13, 2022

#### Hiring - Licensed

Tobias Aickin	Anthony Middle	Teacher, Social Studies	8/14/2022
Britt Anderson	Ella Baker PK-8	Teacher, High Five	8/14/2022
Daniel Anderson	Northeast Middle	Teacher, Music	8/14/2022
Emma Anderson	Sullivan PK-8	Teacher, Elementary	8/28/2022
Leslie Apperson	Roosevelt High	Teacher, Special Education	8/15/2022
Christopher Baker-Raivo	Roosevelt High	Teacher, TOSA General	8/14/2022
Mariane Batista-Mcculloch	Andersen Middle	Teacher, World Languages (Spanish)	8/23/2022
Lisa Becker	South High	Teacher, World Languages (German)	8/24/2022
Theresa Benson	Health Services	Teacher, School Nurse	8/25/2022
Kristen Berkas	South High	Teacher, Counselor	8/24/2022
Rachel Best	Speech Language Clinicians	Teacher, Speech Language Clinician	8/17/2022
Samantha Bosch	Teaching & Learning	Teacher, Music	8/14/2022
David Boucher	Field Elementary	Teacher, English Second Language	7/1/2022
Janessa Brackett	MPS Online K-5	Teacher, Counselor	8/8/2022
Emily Braudt	Roosevelt High	Teacher, TOSA General	8/15/2022
Christopher Brown	Seward Elementary	Teacher, Special Education	8/14/2022
Daryl Brown	Edison High	Teacher, Physical Education	8/14/2022
Ian Buck	Teaching & Learning	Teacher, Technology	8/14/2022
Alex Buddington	Lake Nokomis Keewaydin Elementary	Teacher, Elementary	8/22/2022
Samantha Burlager	Bethune Elementary	Teacher, Elementary	8/14/2022
Nicole Buster	Windom Elementary	Teacher, Elementary	8/24/2022

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 13, 2022

#### Hiring - Licensed

Emma Buttress	Bryn Mawr Elementary	Teacher, Elementary	8/25/2022
Theresa Cacek	Henry High	Teacher, Science	8/29/2022
Eleanor Caldwell	Henry High	Teacher, Science	8/25/2022
Carey Cappuccio	Windom Elementary	Teacher, Library Media Specialist	7/1/2022
Jessica Chapman	Ella Baker PK-8	Teacher, Building Reserve	8/29/2022
Leizl Chavez	Whittier Elementary	Teacher, Elementary	8/24/2022
Heidi Christen	Whittier Elementary	Teacher, Elementary	8/14/2022
Michaela Collins	Speech Language Clinicians	Teacher, Music Therapist	9/1/2022
Julie Conrad	Northeast Middle	Teacher, World Languages (French)	8/14/2022
Paul Cooper	Cityview Elementary	Teacher, Building Reserve	8/14/2022
Margarita Cortez Davila	Andersen Middle	Teacher, Special Education	8/23/2022
Pauline Cotton	Harrison Education Center	Assistant Principal, Special Site	8/10/2022
Kathleen Cruz	Special Ed Monitoring & Compliance	Teacher, District Program Facilitator	8/14/2022
John Doorenbos	Roosevelt High	Teacher, Math	8/14/2022
Joseph Dorau	Loring Elementary	Teacher, Elementary	8/14/2022
Owen Drabek	Bethune Elementary	Teacher, Music	8/14/2022
Emily Duffy-Hanrahan	Teaching & Learning	Teacher, TOSA Literacy Specialist	8/14/2022
Jennifer Dusek	Lyndale Elementary	Teacher, Music	8/14/2022
Nathan Ejuwa	Ella Baker PK-8	Teacher, English	8/14/2022
Emma Eldredge	Pillsbury Elementary	Teacher, Elementary	8/14/2022
Amanda Fassett	Ella Baker PK-8	Teacher, Math	8/14/2022

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 13, 2022

#### Hiring - Licensed

Andrew Ferri	Ella Baker PK-8	Teacher, English	8/23/2022
Aaisha Flint	Roosevelt High	Teacher, Technology	8/14/2022
Quinn Gamble	North High	Teacher, Special Education	8/22/2022
Jenna Garcia	Burroughs Elementary	Teacher, Special Education	8/14/2022
Megan Girgen	Franklin Middle	Teacher, Health	8/29/2022
Makwa Gonzalez	Anishinabe Academy Elementary	Teacher, Special Education	8/14/2022
Justin Goodman	Bethune Elementary	Teacher, TOSA General	8/14/2022
Kristin Green	Roosevelt High	Teacher, Special Education	8/14/2022
Julie Gullickson	Guidance & Counseling Services	Teacher, Counselor	8/25/2022
Althea Gutzmann	Sanford Middle	Teacher, English	8/14/2022
Joel Halvorson	Hall Academy Elementary	Teacher, TOSA General	8/23/2022
Nikki Hanson	Jenny Lind Elementary	Teacher, Elementary	8/14/2022
Matthew Hendrickson	South High	Teacher, Science	8/14/2022
Paula Henn	Ella Baker PK-8	Teacher, TOSA Literacy Specialist	8/14/2022
Angela Hillestad	Whittier Elementary	Teacher, Elementary	8/14/2022
Teri Hitchcock	Field Elementary	Teacher, TOSA Literacy Specialist	8/14/2022
Alicia Hokanson	Early Childhood Special Education	Teacher, Special Education	8/14/2022
Alexandra Holzschuh	Franklin Middle	Teacher, Social Worker	8/14/2022
Rachel Horstman	Teaching & Learning	Teacher, TOSA General	8/14/2022
Jennifer Huster	Northeast Middle	Teacher, Science	8/14/2022
Kiel Hutchins	Anishinabe Academy Elementary	Teacher, Building Reserve	8/14/2022

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 13, 2022

#### Hiring - Licensed

Chloe Imhoff	Pillsbury Elementary	Teacher, High Five	8/14/2022
Anna Jameson	Health Services	Teacher, School Nurse	8/14/2022
Erica Johnson	Andersen Middle	Teacher, English Second Language	8/23/2022
Goldina Johnson	Whittier Elementary	Teacher, Elementary	8/14/2022
Maija Johnson	Southwest High	Teacher, Social Studies	8/14/2022
Thressa Johnson	Green Central Elementary	Teacher, B/B (Spanish) High Five	8/14/2022
Abigail Kielas	Northrop Elementary	Teacher, Elementary	8/23/2022
Kaitlan Kilgore	Anwatin Middle	Teacher, Counselor	8/8/2022
Jessica Kochick	Washburn High	Teacher, Special Education	8/14/2022
Carly Kruzel	Pratt Elementary	Teacher, Special Education	8/14/2022
Amelia Kundert	Lyndale Elementary	Teacher, English Second Language	8/22/2022
May Kyu	Olson Middle	Teacher, English Second Language	8/31/2022
Matthew Lafave	Indian Education	Teacher, World Languages (Ojibwe)	8/14/2022
Joshua Liesner	Roosevelt High	Teacher, Science	8/21/2022
Anne Loja Monnens	Health Services	Teacher, School Nurse	8/14/2022
Melinda Lomen	Ella Baker PK-8	Teacher, TOSA Literacy Specialist	8/14/2022
Anna Lund	South High	Teacher, Social Studies	8/14/2022
Heather Lyke	Teaching & Learning	K-12 Content Lead	9/6/2022
Tatrina Lyon	Lucy Laney Elementary	Teacher, Counselor	8/8/2022
Kirsten Ma	Southwest High	Teacher, Special Education	8/25/2022
Marie Maciej	Edison High	Teacher, Special Education	8/23/2022

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 13, 2022

#### Hiring - Licensed

Haley Magnuson	Henry High	Teacher, English	8/14/2022
Shannon Mathews	Anishinabe Academy Elementary	Teacher, Elementary	8/14/2022
Sean Mattner	Henry High	Teacher, English	8/14/2022
Haley Meyer	Sullivan PK-8	Teacher, Elementary	8/14/2022
Jeremiah Miller	Kenny Elementary	Teacher, Physical Education	8/26/2022
Tyler Monroe	Marcy Elementary	Teacher, Theatre/Dance	8/14/2022
Mychal Morris	Sullivan PK-8	Teacher, Social Studies	8/14/2022
Victoria Morris	Justice Page Middle	Teacher, Math	8/14/2022
Caitlin Mulvahill	Early Childhood Special Education	Teacher, Special Education	8/15/2022
Lisa Nedberg	MPS Online K-5	Teacher, Elementary	8/14/2022
Katherine Nguyen	Bethune Elementary	Teacher, Counselor	8/10/2022
Lucy Niver	Bryn Mawr Elementary	Teacher, Elementary	8/29/2022
Richelle Norton	Anthony Middle	Teacher, Art	8/14/2022
Howard Ojalvo	Hall Academy Elementary	Teacher, Special Education	9/1/2022
Emily Olin	Justice Page Middle	Teacher, English	8/14/2022
Sarah Olson	Kenny Elementary	Teacher, Special Education	8/14/2022
Jason Papp	Andersen Middle	Teacher, B/B (Spanish) Science	8/14/2022
Maggie Pearson	Occupational, Physical Therapists	Teacher, Physical Therapist	8/14/2022
Mary Perpich	North High	Teacher, Special Education	8/23/2022
Kari Person	Cityview Elementary	Teacher, Counselor	8/8/2022
Victor Pinon Flores	Las Estrellas Elementary	Teacher, B/B (Spanish) Elementary	8/29/2022

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 13, 2022

#### Hiring - Licensed

Macy Quinton	Lake Nokomis Keewaydin Elementary	Teacher, Elementary	8/14/2022
Doris Ratcliff	Loring Elementary	Teacher, World Languages (Spanish)	8/14/2022
Timothy Roser	Washburn High	Teacher, Science	8/14/2022
Hannah Samuelson	Olson Middle	Teacher, Social Studies	8/31/2022
Mckayla Schafer	Olson Middle	Teacher, Library Media Specialist	8/31/2022
Elizabeth Scherer	Webster Elementary	Teacher, Elementary	8/14/2022
Philip Scott	Longfellow High	Teacher, English Second Language	8/22/2022
Michael Selmer	Justice Page Middle	Teacher, English	8/14/2022
Idil Shirdon	Whittier Elementary	Teacher, Social Worker	8/14/2022
Michelle Storud	Lyndale Elementary	Teacher, Special Education	8/14/2022
John Strand	Southwest High	Teacher, World Languages (Spanish)	8/14/2022
Sharon Swanby	Reserves On Special Assignment	Teacher, Reserve Spec Asgn (ROSA)	7/1/2022
Karla Tapia Segarra	Emerson Elementary	Teacher, B/B (Spanish) Elementary	8/14/2022
Cassandra Telae	Lake Harriet Lower Elementary	Teacher, Music	8/14/2022
Emma Tiede	Cityview Elementary	Teacher, Elementary	9/1/2022
Melanie Traxler	Whittier Elementary	Teacher, Elementary	8/14/2022
Derrin Turnage	Harrison Education Center	Teacher, Work Experience Coordinator	8/14/2022
Sara Ullmer	FAIR High	Teacher, TOSA Instructional Specialist	8/14/2022
Ritcha Upadhyay	Anthony Middle	Teacher, Science	8/14/2022
Austin Wagner	Northrop Elementary	Teacher, Physical Education	9/1/2022
Jane Ward	Las Estrellas Elementary	Teacher, B/B (Spanish) ESL/ELL	8/29/2022

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 13, 2022

#### Hiring - Licensed

Dawn Wickstrum	Pratt Elementary	Teacher, Physical Education	8/14/2022
Janae Wilson	Nellie Stone Johnson Elementary	Teacher, TOSA General	8/14/2022
Kern Wilson	GEAR Up	Teacher, Counselor Spec Asgn (COSA)	8/17/2022
Kay Lynn Wong	North High	Teacher, Building Reserve	8/14/2022
Faye Wooten	Cityview Elementary	Teacher, Elementary	8/30/2022
Kia Xiong	Hall Academy Elementary	Teacher, Elementary	8/29/2022

#### Hiring - Non Licensed

Ismail Ahmad	Multilingual	Associate Educator	8/25/2022
Idris Ahmed	Roosevelt High	School Success Program Assistant	8/25/2022
Leonor Alvarado	CWS, Site Group 4 - Central East	Food Service Assistant	8/16/2022
Naugh-Tae Amos	SEA Cadre	Special Education Assistant	8/25/2022
Kezyah Athorn	Ella Baker PK-8	Associate Educator	8/29/2022
Hawo Ayanle	Windom Elementary	Special Education Assistant	9/6/2022
Maximilian Beyendorff	Edison High	Special Education Assistant	8/25/2022
Michael Cain	Engineers, Zone 1	Custodian	8/30/2022
Angela Canepa	Lake Harriet Lower Elementary	Special Education Assistant	8/25/2022
Dianne Carlson	Minneapolis Kids	Family Learning Child Care Worker	8/22/2022
Dorris Carter-Murry	FAIR High	Security Monitor	8/25/2022
Leanna Castilleja	CWS, Site Group 2 - Northeast	Food Service Assistant	9/6/2022
Eduardo Cedillo Ponce	CWS, Distribution	Warehouse Specialist, Distribution	8/30/2022
Courtney Chapman	CWS, Site Group 2 - Northeast	Onsite Food Service Coordinator	8/30/2022

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 13, 2022

#### Hiring - Non Licensed

Sally Chhuon	Cityview Elementary	Special Education Assistant	8/25/2022
Asatah Coakley	South High	Security Monitor	9/5/2022
Lynette Collins	CWS, Site Group 4 - Central East	Food Service Assistant	8/16/2022
Haley Comisky	Sanford Middle	School Secretary	8/18/2022
Christine Conner	Minneapolis Kids	Child Care Assistant	2/1/2022
Hannah Conner	Minneapolis Kids	Child Care Assistant	8/16/2022
Melanie Dahlstrom	Sanford Middle	Special Education Assistant	8/25/2022
Mary Davis	Harrison Education Center	Special Education Assistant	8/25/2022
Ellen Demgen	Windom Elementary	Special Education Assistant	8/16/2022
Terreil Dixon	Washburn High	Special Education Assistant	8/25/2022
Ava Elofson	Whittier Elementary	Special Education Assistant	8/25/2022
Marquita Fowler	Minneapolis Kids	Child Care Assistant	8/29/2022
Brooke Freese	Minneapolis Kids	Family Learning Child Care Worker	8/22/2022
Sara Fritzel	Field Elementary	Health Services Assistant	8/30/2022
Danielle Gauthier	Hall Academy Elementary	School Success Program Assistant	8/24/2022
Aryeh Grant-Sasson	Pratt Elementary	Special Education Assistant	8/25/2022
Alando Graves	Franklin Middle	Security Monitor	8/8/2022
Coby Green	Ella Baker PK-8	School Secretary	8/29/2022
Harriet Griffin	FAIR High	School Secretary	8/22/2022
Dekaylen Groman	Minneapolis Kids	Family Learning Child Care Worker	8/16/2022
Jamie Hagen	Minneapolis Kids	Program Coordinator, Minneapolis Kids	8/16/2022

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 13, 2022

#### Hiring - Non Licensed

Shawnshay Harrison	Seward Elementary	Special Education Assistant	8/25/2022
Nadia Hassan	Folwell Elementary	Special Education Assistant	8/25/2022
Emma Heverly	SEA Cadre	Special Education Assistant	8/25/2022
Montana Hirsch	South High	Special Education Assistant	9/6/2022
Daillen Hughes	Bryn Mawr Elementary	School Success Program Assistant	8/30/2022
Gail Jackson	Youth & Adult Enrichment	Coordinator, Youth & Adult Programs	8/22/2022
Amina Jama	Folwell Elementary	Associate Educator	8/25/2022
Morgan Jensen	Jenny Lind Elementary	Associate Educator	8/29/2022
Lacey Johnson	AVID Tutors	AVID Assistant	8/25/2022
Victoria Johnson	Pratt Elementary	Family & Community Liaison (ESP)	8/29/2022
Nathanaell Kay	Bancroft Elementary	Associate Educator	8/25/2022
Samantha Knott	Southwest High	School Secretary, Senior	8/8/2022
Markel Langford	Cityview Elementary	Special Education Assistant	9/6/2022
Daisy Lezama	Anwatin Middle	School Secretary	4/19/2022
Colbi Lierman	Pratt Elementary	Special Education Assistant	8/30/2022
Candace Linares	Transition Plus	Special Education Assistant	9/6/2022
Pepper Luboff	SEA Cadre	Special Education Assistant	8/25/2022
Karina Magistad	Office of the Asst. to the Supt. & Board	Director, Compliance	9/6/2022
Tyler Martin	Pillsbury Elementary	Special Education Assistant	9/1/2022
Noret Matute Leon	Las Estrellas Elementary	Health Services Assistant	8/23/2022
Tamia Mclaughlin	Office of Black Student Achievement	School Success Program Assistant	8/29/2022

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 13, 2022

#### Hiring - Non Licensed

Leslie Mejia	Sullivan PK-8	Security Monitor	8/15/2022
Nicole Melendez	Youth & Adult Enrichment	Coordinator, Youth & Adult Programs	8/24/2022
Veia Mendes	Seward Elementary	Special Education Assistant	8/25/2022
Cheyenne Mercier	Pratt Elementary	Special Education Assistant	8/25/2022
Sharyia Miles	CWS, Site Group 2 - Northeast	Food Service Assistant	8/30/2022
Taleena Milton	CWS, Site Group 4 - Central East	Food Service Assistant	8/30/2022
Nuh Mohamed	Whittier Elementary	Associate Educator	8/16/2022
Samira Morowat	Early Childhood Education Program 1	Associate Educator	8/25/2022
Yacquelin Naranjo	Las Estrellas Elementary	Special Education Assistant	9/1/2022
Ayanna Njie	Transportation	Bus Aide	8/30/2022
Justin Obiofu	Minneapolis Kids	Family Learning Child Care Worker	8/29/2022
Fatuma Osman	CWS, Production	CWS Production Assistant	9/6/2022
Blanca Paucar	Folwell Elementary	Special Education Assistant	8/25/2022
Megan Paulis De Rangel	Teaching & Learning	K-12 Content Lead	8/22/2022
Brock Peterson	Lake Nokomis Keewaydin Elementary	Special Education Assistant	8/25/2022
Robert Petrie	Windom Elementary	Associate Educator	8/30/2022
Chyanne Phravoraxay	Hmong International Academy Elementary	Special Education Assistant	8/25/2022
Jennifer Pliego	CWS, Site Group 5 - Southwest	Food Service Assistant	8/16/2022
Michelle Range	SEA Cadre	Special Education Assistant	8/25/2022
Sharmika Riddley	Homeless and Highly Mobile	Project Coordinator	8/23/2022
Micaela Rios	Northeast Middle	School Secretary	8/22/2022

## Minneapolis Public Schools

### List A: All Employees: Tuesday, September 13, 2022

#### Hiring - Non Licensed

Lindsay Robinson	Teaching & Learning	K-12 Content Lead	8/22/2022
Jordon Rochelle	Engineers, Zone 1	Custodian	2/22/2022
Jason Rodney	Anishinabe Academy Elementary	Special Education Assistant	8/25/2022
Emily Sanderson	Loring Elementary	Special Education Assistant	8/25/2022
Andrew Seffrood	River Bend Education Center	Special Education Assistant	9/1/2022
Amber Shannon	Homeless and Highly Mobile	Project Coordinator	8/21/2022
Gretta Singpiel	Washburn High	Special Education Assistant	8/25/2022
Gary Smith	Indian Education	School Success Program Assistant	8/25/2022
Shivar Spencer	Engineers, Zone 2	Custodian	8/30/2022
Karen Strand	Anwatin Middle	School Secretary	8/8/2022
William Taleen	Sanford Middle	Special Education Assistant	8/25/2022
Ian Taylor	Sanford Middle	Office Assistant	2/28/2022
Ian Taylor	Sanford Middle	Office Assistant	2/28/2022
Quincy Taylor	Harrison Education Center	Special Education Assistant	8/25/2022
Briana Thompson	ECFE Support	Office Specialist, Senior	9/13/2022
Melissa Thompson-Vieira	Minneapolis Kids	Family Learning Child Care Worker	8/29/2022
Anyshka Torres Cruz	Wellstone High	Health Services Assistant	9/13/2022
Thelma Toussaint-Charles	Minneapolis Kids	Child Care Assistant	8/22/2022
Fatima Vite De Los Santos	Andersen Middle	Special Education Assistant	7/1/2022
Nou Vue	Hmong International Academy Elementary	Special Education Assistant	9/6/2022
Kristy Yu	Nellie Stone Johnson Elementary	Health Services Assistant	8/30/2022

**Discharges**

**Licensed**

**Non-Licensed**

School Bus Driver	08-29-2022	2022-9-ER-5144
Special Education Assistant	09-13-2022	2022-9-ER-4047
School Bus Driver	09-07-2022	2022-9-ER-5226

**Probationary Separations**

**Licensed**

Teacher	07-01-2022	2022-9-ER-1003
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**Licensed, Staff Reduction**

Food Service Coordinator II	07-01-2022	2022-9-ER-0001
Laborer	07-01-2022	2022-9-ER-0002

**Non-Licensed**

**Non-Licensed, Staff Reduction**

**Layoffs**

**Licensed**

**Non-Licensed**

**Administrative Contract Non-Renewals**



Customer: Minneapolis Public School District  
 Created By: John Doornbos  
 New Contract  
 9/2/2022  
 Proposal Valid for 30 days

## FINALSITE ORDER

This Finalsite Order (the “**Order**”) is entered into by and between Active Internet Technologies, dba Finalsite (“**Finalsite**”) and Minneapolis Public School District (“**Customer**”) and sets forth the terms of Customer’s use of the products and services set forth below (“**Pricing Summary**”). This Order, together with the Master Terms and Conditions for Services (the “**Master Terms**”) located at <http://www.finalsite.com/agreements> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The “**Effective Date**” of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

### **A. Pricing Summary**

#### **Creative and Deployment Services Package**

Public School Best In Class

The Statement of Work ('SOW') for this Creative Services Package can be reviewed here <https://www.finalsite.com/sowpb>

#### **Composer CMS Platform**

Communications Core Platform - Districts

View a detailed description of what's included in your software package here <http://www.finalsite.com/dcc>

#### **Products Included in Communications Core Platform - Districts**

Admins with ticketing rights (102)	HTTPS Implementation
Bandwidth (40 GB)	LDAP/Google Authentication (Network SSO)
Basic Site Search	Live Webinar Training
Basic Support with integrated ticketing	Mobile-Friendly, Responsive Design
Blog, News and Subscriptions with Finalsite Posts (408 boards pooled)	Website cloud storage (365 GB)
Data Imports through Finalsite Support (4/year)	Page-Based Notifications (Page Pops)
Digital Asset Management & Document Library with Resources	Searchable Knowledge Base and Video Access
District Site and 101 Additional Sites	Site Editors (306)
FERPA-compliant Hosting, Security and Integrated CDN	Social Media Feeds (102)
Finalsite Composer Content Management System	Tiered Permissions and User Management
Faculty/Staff Directory & Role	Unlimited Calendars (Incl. Integration)
Finalsite Payments by BlueSnap	Unlimited Published Pages
Forms Manager (510 forms pooled)	

#### **Additional Products or Services Purchased:**

##### **Consulting & Internet Marketing**

Advantage Consulting

Virtual Webmaster (30)



Customer: Minneapolis Public School District  
Created By: John Doornbos  
New Contract  
9/2/2022  
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<b>Creative and Deployment Services</b>	
Best Practice Asset(s)	Content Migration

<b>Data Integration</b>	
LDAPS/Active Directory Integration	

<b>Modules</b>	
Advanced Search	Feeds for Districts - Standard
Weglot Advanced IM (Unltd languages)	

<b>Training &amp; Support</b>	
Onsite Training: Travel	Support Plan - Priority
Virtual Instructor-Led Custom Training (10)	



Customer: Minneapolis Public School District  
 Created By: John Doornbos  
 New Contract  
 9/2/2022  
 Proposal Valid for 30 days

### Special Provisions:

- 1) This agreement will be processed via TIPS CONTRACT: 190701 Web Hosting, Services or Content Management.
- 2) Training: Included in Advantage are eight days of onsite consulting (two people for two two-day sessions) and ten Custom Virtual Training Sessions with a live instructor. Travel costs for the onsite training are also included.
- 3) Order Term: The Order is for an initial two-year period and will automatically renew for two additional one-year periods at the discretion of the District and agreed upon by both parties.
- 4) Content Migration: Included in the setup cost is 500 pages of Content Migration. Additional content migration can be purchased for \$1000/100 pages.
- 5) Virtual Webmaster: This agreement entitles the Customer to 30 hours of Finalsite's Virtual Webmaster service at a rate of \$150/hour. This service will be made available for a maximum of 5 hours per week. Unused hours expire on June 30th, 2023. Finalsite's Virtual Webmaster team will make every effort to deliver a prompt turnaround on requested tasks. However, due to the shared resource nature of the Virtual Webmaster service, turnaround times are subject to Virtual Webmaster availability.
- 6) The following terms have been added to the Order and supersede the Master Terms and Conditions:

#### DATA PRIVACY:

Finalsite agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Finalsite must comply with any applicable requirements as if it were a governmental entity, provided however that the District shall be the sole responsible party to provide any required notices to individuals pursuant to Minn. Stat. §13.04 concerning requests to provide private or confidential data in connection with use of the Services under this Contract. The remedies in Minn. Stat. § 13.08 apply to the Finalsite. Finalsite will promptly (within three (3) business days) report to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, shall contain the same or similar data practices compliance requirements.

#### CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT:

This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Finalsite specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

#### RECORDS MANAGEMENT AND MAINTENANCE

District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Finalsite, its agents, and subcontractors solely to verify Finalsite's performance and all out-of-pocket expenses submitted for reimbursement pursuant to the terms of this Contract. Finalsite shall make such items available for inspection during normal business hours at Finalsite's place of business, or remotely, at Finalsite's reasonable discretion. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if provided by applicable law in the event federal funds are used for any work under this Contract. All such items shall be retained by Finalsite during the term of this Contract and for a period of six (6) years after the delivery of the Services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Finalsite, its agents and subcontractors, if any, until the claim has been resolved.

#### ASSIGNMENT

Except for any assignment to an affiliate or a successor-in-interest to its business, Finalsite may not assign this Contract without the prior written consent of District. For clarity, engaging subcontractors in the normal course of Finalsite's business shall not constitute 'assignment' for purposes of this Contract. In the event of any subcontracting or assignment (excluding assignment to any successor-in-interest), Finalsite shall remain responsible for its performance and that of any assignee or subcontractor under this Contract. This Contract shall be binding upon Finalsite, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Finalsite shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party in the event of such assignment.

#### COMPLIANCE WITH LAWS AND DEBARMENT

Finalsite represents and agrees that all Services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations (as well as District Policies and procedures which are provided in writing to Finalsite regarding conduct of Finalsite personnel while physically present at District facilities), regardless of whether such laws and regulations are specifically set forth in this Contract. Finalsite represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Finalsite shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract upon written notice in the event of such termination or suspension.

For purposes of the provisions set forth above, the term 'Contract' shall mean this Order, as supplemented by the foregoing terms and conditions, together with Finalsite's Master Terms and Conditions.

### Services: Initial Term and Fees:



Customer: Minneapolis Public School District  
Created By: John Doornbos  
New Contract  
9/2/2022  
Proposal Valid for 30 days

The initial term of this Order is for the (4) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

Fees for the Initial Term for the Services specified in the table above are set forth below:

<b>Total Setup Cost (USD)</b>
\$155,000

<b>Schedule</b>	<b>Amount</b>
Period 1 - Jul 01 2022	\$ 57,055
Period 2 - Jul 01 2023	\$ 57,055
Period 3 - Jul 01 2024	\$ 57,055
Period 4 - Jul 01 2025	\$ 57,055




Customer: Minneapolis Public School District  
 Created By: John Doornbos  
 New Contract  
 9/2/2022  
 Proposal Valid for 30 days

**B. Payment Terms**

1. All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (0) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Unless otherwise specified, all dollars (\$) are United States currency.
4. Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsight will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.
5. Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.

By signing below, Finalsight and Customer each agree to the terms and conditions of this Order and the Master Terms.

<b>Client</b> Minneapolis Public School District
<b>Signature</b>
<b>Name (printed)</b>
<b>Title (printed)</b>
<b>Date</b>

Active Internet Technologies ("AIT") <small>DocuSigned by:</small>
 <small>59DAB97691BB4F7...</small>
<b>Signature</b> Jim Calabrese
<b>Name (printed)</b> Chief Financial Officer
<b>Title (printed)</b> 9/3/2022
<b>Date</b>

As the Customer Contact, by initialing in this box, I agree on behalf of Customer that I have read the Statement of Work ('SOW') and understand the expected deliverables for Finalsight as well as for Customer's project team. I understand that the project timeline is a good faith estimate which is dependent on, among other factors, Customer's ability to meet respective Customer tasks and deadlines.



Customer: Minneapolis Public School District  
Created By: John Doornbos  
New Contract  
9/2/2022  
Proposal Valid for 30 days

**C. Client Contact Information**

Please fill out the following information, which will be used by our deployment & accounting teams.

<b>Billing Contact</b>
<b>Title</b>
<b>Address</b> 1250 W Broadway Ave
<b>City, State Zip</b> Minneapolis, MN 55411
<b>Phone</b>
<b>Email</b>

<b>Project Contact</b>
<b>Title</b>
<b>Phone</b>
<b>Email</b>

<b>*Executive Sponsor (Superintendent, Head of School, CFO, etc.)</b>
<b>Title</b>
<b>Email</b>

\*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND  
Groves Academy**

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Groves Academy dated 9/13/2022 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Groves Academy ("Contractor") (collectively "parties").

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Groves Academy ("Contractor") entered into a contract titled CONTRACT FOR SERVICES for a period between 8/17/2022 through 6/30/2023 ("Contract"), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001507

1. *Original contract amount: \$472,860.00*
2. *Accumulative contract amount: \$590,763.55*

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

**Section:** 3.1 and Exhibit A: Deliverables

**Section 3.1:** District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$590,763.55. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

**Description:** Quote #3: \$111,676.00 for Services February 2023-May 2023. \$6,227.55 for Curriculum February 2023-May 2023. This adds \$117,903.55 to original contract making accumulative contract amount \$590,763.55.

Except as herein amended, the terms, conditions and provisions of the contract shall apply to and govern the provisions of this Amendment.

(The remainder of this page intentionally left blank.)

Updated January, 2020

**SPECIAL SCHOOL DISTRICT NO. 1**

Signature: \_\_\_\_\_

Name: Dr. Aimee Fearing

Title: Senior Academic Officer

Date: \_\_\_\_\_

:

Signature:  \_\_\_\_\_

Name: L. GRAHAM

Title: DIRECTOR OF FINANCE

Date: 9/9/22



MINNEAPOLIS  
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## **COMMUNITY PARTNER CONTRACT FOR SERVICES (\$25,000+)**

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Minneapolis Youth Coordinating Board, “Contractor” (collectively “parties”).

### 1. TERM OF CONTRACT

- 1.1. This Contract is effective on September 13, 2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2023 or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2. Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s **OWN RISK** and as a volunteer.

### 2. SCOPE OF WORK

- 2.1. Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A (“Scope of Work”). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto



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### 3. CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

#### 3.1. Total Obligation.

#### 3.2.

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$113,300.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

#### 3.3. Frequency of Invoicing and Terms of Payment.

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

#### 3.4. Taxes.

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the



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payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

### 3.5. Fund Availability; Federal Funds Contingency.

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

## 4. GENERAL TERMS AND CONDITIONS

4.1. The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

## 5. AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1. The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure

implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

## 6. BACKGROUND CHECKS

- 6.1. Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C. Section 5119a and 42 U.S.C. Section 14501-05.
- 6.2. Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

## 7. DATA PRIVACY

- 7.1. Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

## 8. STUDENT DATA

- 8.1. Contractors who require access to student data agree to the following:
  - 8.1.1. Contractors agree to attend District provided training on data privacy at least one time per year and follow District processes to obtain data.
  - 8.1.2. Contractors will obtain a District release of information on each individual student, and access information solely through the District's Community Partner Portal. Releases of information are accepted on an ongoing basis.
  - 8.1.3. Contractors needing basic, de-identified and aggregate student data, as defined by the District, must contact Partnership Evaluation ([partnership.evaluation@mpls.k12.mn.us](mailto:partnership.evaluation@mpls.k12.mn.us)). Basic reports are subject to a fee.
  - 8.1.4. Contractors needing data for research or evaluation must contact the District's Research, Evaluation and Assessment (<http://rea.mpls.k12.mn.us>) and follow the applicable processes. Requests are also subject to a fee.
  - 8.1.5. Contractors applying for grants that need District student data for reporting purposes are required to contact Resource Development and Innovation (<http://rdi.mpls.k12.mn.us>) for a letter of support and approval.
- 8.2. If Contractor has been hired to do work as an agent for the District, Contractor agrees that when it receives data it shall do the following:
  - 8.2.1. Ensure that all student/family information will be treated as confidential information. Such information will not be discussed, shared or released unless needed to perform the task for which Contractor was selected;
  - 8.2.2. Ensure that no copies of data are made. If copies are made, all copies must be shredded or returned to the District;
  - 8.2.3. Establish policies and procedures to protect the confidentiality of the data;
  - 8.2.4. Securely destroy all data at the end of the Contract or within one year if the data is needed;
  - 8.2.5. Inform the District, in writing, about any data breach that occurs (letter must include specific information about what happened, when, and proposed method for resolving the issue);

8.2.6. Allow the district to review and approve any reported results, prior to public distribution.

## 9. USE OF DISTRICT SPACE

9.1. Contractor agrees that if it will be using District space it will obtain a lease, license or permit. If such lease, license or permit is terminated or revoked, the District shall also have the right, at its discretion, to terminate this contract without regard to notices required herein.

## 10. USE OF DISTRICT NAME OR LOGO

10.1. Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

## 11. MALTREATMENT OF MINORS REPORTING ACT

11.1. Contractor shall comply with all of the provisions of the Maltreatment of Minors Reporting Act, Minn. Stat. § 626.556.

## 12. PROFESSIONAL STANDARDS OF BEHAVIOR

12.1. Contractor shall maintain professional standards of behavior under the leadership and guidance of the building principal or site administrator.

## 13. OWNERSHIP OF MATERIAL

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

## 14. INDEPENDENT CONTRACTOR

14.1. Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor 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 Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

- 14.2. Contractor shall hold District completely 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 Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District to the extent permitted by law.

## 15. WORKER HEALTH, SAFETY AND TRAINING

- 15.1. Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor 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 Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

## 16. BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

- 16.1. Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

## 17. INSURANCE

- 17.1. At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional

insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.

- 17.2. Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has Director's and Officer's Errors and Omissions and professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured as the coverage. Contractor shall provide all such certificates to District.
- 17.3. Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.
- 17.4. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled.

## 18. INDEMNIFICATION

- 18.1. Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. This shall not apply injuries, claims, damages, or loss caused by the intentional, willful, or wanton acts of District.

## 19. LIMITATION ON LIABILITY

- 19.1. In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

## 20. CONFLICT OF INTEREST/CODE OF ETHICS

- 20.1. Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of

obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

## 21. COMPLIANCE WITH LAWS AND DEBARMENT

21.1. Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

## 22. TERMINATION

22.1. The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid 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.

22.2. District may terminate this Contract in whole or in part for Cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. In this event, District will not be liable for any amounts; but Contractor shall be liable to District for all losses, damages, and expenses. including, without limitation, the excess cost of recouping similar goods or services; shipping charges for any items District may at its option return to Contractor, including items already delivered, but for which District no longer has any use because of Contractor's default; and amounts paid by District for any items District has received but returns to Contractor. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

22.3. Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law, equity or statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

## 23. RETURN OF DATA

23.1. Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

## 24. RECORDS MANAGEMENT AND MAINTENANCE

24.1. District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

## 25. NOTICES/ADMINISTRATION

25.1. Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall

be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

### **Special School District No. 1**

Name of the District Signer: Dr. Shawn Harris Berry

Title: Senior Officer of Schools

Email: Shawn.Harris-Berry@mpls.k12.mn.us

### **Partner**

Name: Minneapolis Youth Coordinating Board (MYCB)

Email: Ann.DeGroot@minneapolismn.gov

Address: 350 South 5th Street, #201, Minneapolis, MN 55415

## 26. ACKNOWLEDGMENT

- 26.1. In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.
- 26.2. Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is

required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

## 27. NON-WAIVER

- 27.1. No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

## 28. ASSIGNMENT

- 28.1. Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

## 29. CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

- 29.1. This Contract shall be construed under Minnesota law (without regard for choice of law considerations) and the policies and procedures of the District, as amended from time to time. Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

## 30. WARRANTY

- 30.1. Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or

any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach to the extent permitted by law. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

## 31. SEVERABILITY

- 31.1. If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

## 32. SURVIVABILITY

- 32.1. The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

**SPECIAL SCHOOL DISTRICT NO. 1**

By: \_\_\_\_\_

Name: Dr. Shawn Harris Berry

Title: Senior Officer of Schools

Date: \_\_\_\_\_

**PARTNER**

By: *Ann Marie DeGroot*

Name: Ann DeGroot

Title: Director

Email: Ann.DeGroot@minneapolismn.gov

Phone: 612.673.2060

Date: September 7, 2022



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## **EXHIBIT A: PROGRAMMING PROVIDED**

### **Description of Program and Delivery:**

Trained youth outreach workers from the MYCB will operate inside Patrick Henry School in order to enhance our position school-wide engagement plans and extend them to the trip home. Teams will be made up of four or less youth workers. The team will be in the building over lunch hour and then be with the students as they leave and in the immediate surrounding community (generally 11 am to 4 pm depending on the school time plus 30 minute youth worker debrief at the end of each shift.) The teams will not be MPS employees so therefore they will not be used as student supervisors or expected to act as security for the schools.

### **Service Outcome:**

Increased student engagement by increased quantity and quality of interactions. Decreased referrals/suspensions for issues in the non-classroom areas during the team's shifts. Measured across comparable time periods at the conclusion of the school year.

### **Method of Evaluation**

Number of general engagements- September 2022 and June 2023. Number of interventions in potentially volatile situations- September 2022 and June 2023. Discovery reports on referrals/suspensions- September 2022 and June 2023. Reflections on daily activity- bi weekly summaries

## **EXHIBIT B: PAYMENT TERMS**

If there are exhibits to describe the payment terms:

The payment terms are as follows: N/A

[The remainder of this page intentionally left blank.]



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## Capital Planning, Construction & Maintenance Department

### Construction Contract Change Order Cover Sheet

#### Project Information

Contractor	Sheehy Construction	Date	8/22/2022
Project Name	FY21 Multi Site Flooring Project	Project No.	22MULTI002
Contract Approval Date:	4/12/2022	OP Number	22-2223

#### Summary

Original Contract Amount	\$ 833,300.00	Date of Substantial Completion	8/12/2022
Board Authorized Amount	\$ 916,630.00		

Summary of Previous Change Orders	
Change Order #1	\$ 120,427.02
Change Order #2	\$ -
Change Order #3	\$ -
Change Order #4	\$ -
<b>TOTAL OF PREVIOUS CHANGE ORDERS</b>	
	\$ 120,427.02

<b>AMOUNT OF THIS CHANGE ORDER #</b>	<b>1</b>	<b>\$ 120,427.02</b>
--------------------------------------	----------	----------------------

Additions to accommodate changes in interior finishes.

**TOTAL CHANGE ORDERS TO DATE** \$ 120,427.02

**REVISED CONTRACT AMOUNT** \$ 953,727.02

REVISED DATE OF SUBSTANTIAL COMPLETION N/A

DATE OF BOARD ACTION 4/12/2022

Reviewed By: Diedra Geye Date: 8/22/2022  
Project Manager

Reviewed By: Jessica J Pawelka Date: 8/23/2022  
Manager of Planning & Construction

Approved By: [Signature] Date: 8/23/2022  
Executive Director, CPCM

Approved By: Ibrahima Diop Date: 09-06-2022  
Senior Operating Officer



# AIA<sup>®</sup>

# Document G701™ – 2001

## Change Order

<b>PROJECT</b> <i>(Name and address):</i> MPS FY21 Multi Site Flooring Project	<b>CHANGE ORDER NUMBER:</b> 001 <b>DATE:</b> 08/05/2022	<b>OWNER:</b> <input type="checkbox"/> <b>ARCHITECT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i> Sheehy Construction Company 360 Larpenteur Avenue West, Suite 200 Saint Paul, MN 55113	<b>ARCHITECT'S PROJECT NUMBER:</b> 100321 <b>CONTRACT DATE:</b> 03/24/2022 <b>CONTRACT FOR:</b> General Construction	

### THE CONTRACT IS CHANGED AS FOLLOWS:

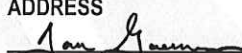

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*  
See attached summary and backup documentation.

The original Contract Sum was	\$	833,300.00
The net change by previously authorized Change Orders	\$	
The Contract Sum prior to this Change Order was	\$	833,300.00
The Contract Sum will be increased by this Change Order in the amount of	\$	120,427.02
The new Contract Sum including this Change Order will be	\$	953,727.02

The Contract Time will be increased by Zero (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is 08/12/2022.

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wendel Architecture, PC (Wendel) <hr/> <b>ARCHITECT</b> <i>(Firm name)</i>  401 2 <sup>nd</sup> Avenue N, #206 Minneapolis, MN 55401 <hr/> <b>ADDRESS</b>  <hr/> <b>BY</b> <i>(Signature)</i>  Dan Goemann, Project Manager <hr/> <i>(Typed name)</i>  08/05/2022 <hr/> <b>DATE</b>	Sheehy Construction Company <hr/> <b>CONTRACTOR</b> <i>(Firm name)</i>  360 Larpenteur Avenue West, Suite 200 Saint Paul, MN 55113 <hr/> <b>ADDRESS</b>  <hr/> <b>BY</b> <i>(Signature)</i>  BLAIR J. J. J. <hr/> <i>(Typed name)</i>  8/11/22 <hr/> <b>DATE</b>	Minneapolis Public Schools Special School District No. 1 <hr/> <b>OWNER</b> <i>(Firm name)</i>  1250 W. Broadway Ave. Minneapolis, MN 55411 <hr/> <b>ADDRESS</b>  <hr/> <b>BY</b> <i>(Signature)</i>  <hr/> <i>(Typed name)</i>  <hr/> <b>DATE</b>
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**Date:** 08/04/2022  
**Project:** MPS FY21 Multi Site Flooring Replacement  
**Comm. No.:** 1003.21  
**Subject:** Change Order No. 01 Summary Sheet  
**Memo by:** Becca Staley, Wendel  
**Memo to:** Diedra Geye, MPS  
Dan Hannover, Sheehy Construction

<b>Change No.</b>	<b>Description</b>	<b>Cost</b>
COR #101	Extended School Year Schedule Impact	\$ 31,363.20
PR - 01	Additional VCT Locations	\$ 4,752.00
PR - 02	Ceiling Replacement	\$ 44,211.96
PR - 03	Northeast - Carpet at Band, Choir, Storage	\$13,532.40
COR #103	Floor Prep - NEMS 301, 303, 308, 310, 311, 312, Wilder 132.	\$ 26,567.46
	<b>Total</b>	<b>\$120,427.02</b>



Extended School Year

DESCRIPTION: Cost to start the project two weeks later.

Schedule Impact:

PROJECT : MPS - FY21 Multi Site Flooring Project
DATE : 7/12/22 TIME 10:13:18
PROJECT MANAGER: Dan Hannover

Table with columns: DESCRIPTION, QTY, U, LABOR, MATL, SUB, TOT LAB, TOT MAT, TOT SUB. Includes a row for 'St Paul Lino' and multiple rows of zeros.

SUBTOTALS \$ - \$ - \$ 29,040.00

TOTAL LABOR \$ -
TOTAL MATERIAL \$ -
TOTAL SUBCONTRACTS \$ 29,040.00

SUBTOTAL \$ 29,040.00

10% O&P on Labor and Material: \$ - \$ -
5% O&P on Subcontracts: \$ 29,040.00 \$ 1,452.00
3% Bond/Insurance: \$ 29,040.00 \$ 871.20

TOTAL \$ 31,363.20



# Quotation

2956 CENTER COURT. EAGAN. MN 55121  
651.686.7770 [www.SPLINO.com](http://www.SPLINO.com)

DATE: 7/12/2022

**TO:** Dan Hannover  
**COMPANY:** Sheehy Construction  
**PROJECT NAME:** MPS MULTI SCHOOL PROJECT

**FROM:** Joe St Clair  
**PHONE:** 612.501.6219  
**EMAIL:** [joes@splino.com](mailto:joes@splino.com)

**SCOPE:** Change Order Request for 2 weeks of OT due to delays and time lost.

DESCRIPTION		
CHANGE ORDER		
2 WEEKS / 10 INSTALLERS (ST):		\$ 90,240.00
2 WEEKS / 10 INSTALLERS (OT):		\$ 116,640.00
DELTA		\$ 26,400.00
10% OH/P		\$ 2,640.00
<b>TOTAL</b>		<b>\$ 29,040.00</b>

**ALTERNATES:** N/A

**ADDENDA:** N/A

**CLARIFICATIONS:** Except as noted above, correction of excess moisture, PH and/or removal of any surface substance that may interfere with proper installation is not included. Pricing based on normal working hours, M-F, 7am-3:30pm. Cleaning, protecting and vacuuming not included. Demolition of existing flooring not included in above pricing unless otherwise noted.



PR-01 (REV 01)

DESCRIPTION: Revised pricing as directed at the on site meeting on 6/22.

Schedule Impact:

PROJECT : MPS - Elizabeth Hall
DATE : 6/27/22 TIME 12:42:50
PROJECT MANAGER: Dan Hannover

Table with columns: DESCRIPTION, QTY, U, LABOR, MATL, SUB, TOT LAB, TOT MAT, TOT SUB. Includes line item 'St Paul Lino' and multiple empty rows.

SUBTOTALS \$ - \$ - \$ 4,400.00

TOTAL LABOR \$ -
TOTAL MATERIAL \$ -
TOTAL SUBCONTRACTS \$ 4,400.00

SUBTOTAL \$ 4,400.00

10% O&P on Labor and Material: \$ - \$ -
5% O&P on Subcontracts: \$ 4,400.00 \$ 220.00
3% Bond/Insurance: \$ 4,400.00 \$ 132.00

TOTAL \$ 4,752.00



# Quotation

2956 CENTER COURT. EAGAN. MN 55121  
651.686.7770 [www.SPLINO.com](http://www.SPLINO.com)

DATE: 6/27/2022

**TO:** Dan Hannover  
**COMPANY:** Sheehy Construction  
**PROJECT NAME:** MPS MULTI SCHOOL PROJECT

**FROM:** Joe St Clair  
**PHONE:** 612.501.6219  
**EMAIL:** [joes@splino.com](mailto:joes@splino.com)

**SCOPE:** Revised PR-01 pricing to account for the existing half room of VCT to be replaced in room A104. The concrete half to remain.

DESCRIPTION	PRICE
REVISED PR-01 Pricing:	\$ 4,400.00
Sheet W-A101 – Wilder First Floor Plan	
a. At rooms AC103 and A104 – Remove note 115. Add new note 118 – Install new VCT.	
b. VCT-1: Tarkett VCT II – 580 Mineral White W	

**TOTAL \$ 4,400.00**

**ALTERNATES:** N/A

**ADDENDA:** N/A

**CLARIFICATIONS:** Except as noted above, pricing is based on flooring surfaces being broom clean at time of installation. Correction of excess moisture, PH and/or removal of any surface substance that may interfere with proper installation is not included. Pricing based on normal working hours, M-F, 7am-3:30pm. Cleaning, protecting and vacuuming not included. Demolition of existing flooring not included in above pricing unless otherwise noted.



**PR-02**

**DESCRIPTION:** Cost to add ACT to the project.

**Schedule Impact:**

**PROJECT :** MPS - Elizabeth Hall  
**DATE :** 6/13/22 **TIME** 21:43:51  
**PROJECT MANAGER:** Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
Acoustics Associates	1	LS			40937.00	0.00	0.00	40937.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								

**SUBTOTALS** **\$ -** **\$ -** **\$ 40,937.00**

<b>TOTAL LABOR</b>	<b>\$ -</b>
<b>TOTAL MATERIAL</b>	<b>\$ -</b>
<b>TOTAL SUBCONTRACTS</b>	<b>\$ 40,937.00</b>

**SUBTOTAL** **\$ 40,937.00**

<b>10% O&amp;P on Labor and Material:</b>	<b>\$ -</b>	<b>\$ -</b>
<b>5% O&amp;P on Subcontracts:</b>	<b>\$ 40,937.00</b>	<b>\$ 2,046.85</b>
<b>3% Bond/Insurance:</b>	<b>\$ 40,937.00</b>	<b>\$ 1,228.11</b>

**TOTAL** **\$ 44,211.96**

Acoustical Ceilings  
Access Flooring  
Flooring  
Demountable Partitions  
Acoustical Sound Panels  
Chalkboards/Tackboards

# Acoustics

## ASSOCIATES

763-544-8901  
Fax 763-544-2928  
WWW.ACOUSTICSASSOCIATES.COM

1250 Zane Ave North  
Golden Valley, MN 55422

To: SHEEHY CONSTRUCTION

Date: JUNE 9, 2022  
Job Name: WILDER SCHOOL  
Location: MINNEAPOLIS, MN  
Addenda:  
Architect:

Attn: DANIAL

We propose to furnish the following materials for the above job in accordance with terms and conditions below of this proposal. Labor and equipment for installation is included unless specifically stated to the contrary:

### SECTION 09 51 00 -- ACOUSTICAL CEILINGS:

PR #02 – FURNISH AND INSTALL NEW ACT GRID AND TILE PER PLANS

MATERIALS	\$18,864.00
LABOR	\$18,352.00
10% OHP	\$ 3,721.00
<b>TOTAL</b>	<b><u>\$40,937.00</u></b>

For the Sum Of: \_\_\_\_\_  
FOB: JOBSITE Delivery: INCLUDED

On all flooring work, purchaser certifies the subsurface(s) to be properly cured, hardened, moisture protected and prepared per specified or generally accepted manufacturers standard for the performance set out in this proposal. Acoustics Associates, Inc will not be held responsible or liable for any defects of finished product due to improper or incorrect substrate preparedness.

This proposal is subject to acceptance within 30 days.

TERMS: Net cash payment for 90% of value of material delivered on job, and labor for installing materials in job, during previous 30 day period; shall be done 10<sup>th</sup> of following month. Balance net cash 30 days after completion. **Unpaid balances after 60 days will be subject to interest at the annual rate of 12%. If collection efforts are required to achieve payment, purchaser shall be responsible for all costs incurred including attorney's fees.**

All taxes now or hereafter levied by any Federal, State or local authority, upon sale of foregoing materials, are not included in the price and shall be paid by purchaser unless specially stated otherwise in this proposal.

Accepted By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Customer Order #: \_\_\_\_\_

Acoustics Associates, Inc  
\_\_\_\_\_  
Paul Dean  
Project Manager



### PR-03 Pricing

DESCRIPTION: Cost for flooring changes in accordance with PR-03.

Schedule Impact:

PROJECT : MPS - FY21 Multi Site Flooring Project  
DATE : 7/12/22 TIME 12:05:54  
PROJECT MANAGER: Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
St Paul Lino	1	LS			12530.00	0.00	0.00	12530.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
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						0.00	0.00	0.00
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						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								

SUBTOTALS \$ - \$ - \$ 12,530.00

TOTAL LABOR	\$ -
TOTAL MATERIAL	\$ -
TOTAL SUBCONTRACTS	\$ 12,530.00

SUBTOTAL \$ 12,530.00

10% O&P on Labor and Material:	\$ -	\$ -
5% O&P on Subcontracts:	\$ 12,530.00	\$ 626.50
3% Bond/Insurance:	\$ 12,530.00	\$ 375.90

TOTAL \$ 13,532.40



# Quotation

2956 CENTER COURT. EAGAN. MN 55121  
651.686.7770 [www.SPLINO.com](http://www.SPLINO.com)

DATE: 7/12/2022

TO: Dan Hannover  
COMPANY: Sheehy Construction  
PROJECT NAME: MPS MULTI SCHOOL PROJECT

FROM: Joe St Clair  
PHONE: 612.501.6219  
EMAIL: [joes@splino.com](mailto:joes@splino.com)

SCOPE: PR-03 - NE MIDDLE SCHOOL BAND, CHOIR, STORAGE ROOM

DESCRIPTION	PRICE
PR-03 Pricing:	\$ 12,530.00
Sheet NE-A101 - Second Floor Plan	
a. At Choir and Band rooms B214 and B216: Revise finish hatch pattern and tags for to CARPET-3	
b. Storage Room B215: Add notes 103 and 105 to provide new flooring and rubber base CPT-3 and RB-1	

**TOTAL \$ 12,530.00**

ALTERNATES: N/A

ADDENDA: N/A

CLARIFICATIONS: Except as noted above, pricing is based on flooring surfaces being broom clean at time of installation. Correction of excess moisture, PH and/or removal of any surface substance that may interfere with proper installation is not included. Pricing based on normal working hours, M-F, 7am-3:30pm. Cleaning, protecting and vacuuming not included. Demolition of existing flooring not included in above pricing unless otherwise noted.



## Additional Floor Prep

**DESCRIPTION:** Cost for additional floor prep at Northeast MS and Anthony MS.

**Schedule Impact:**

**PROJECT :** MPS - FY21 Multi Site Flooring Project  
**DATE :** 8/4/22 **TIME** 14:03:20  
**PROJECT MANAGER:** Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
St Paul Lino	1	LS			24599.50	0.00	0.00	24599.50
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
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						0.00	0.00	0.00
						0.00	0.00	0.00
<b>SUBTOTALS</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ 24,599.50</b>

<b>TOTAL LABOR</b>	<b>\$ -</b>
<b>TOTAL MATERIAL</b>	<b>\$ -</b>
<b>TOTAL SUBCONTRACTS</b>	<b>\$ 24,599.50</b>

**SUBTOTAL** **\$ 24,599.50**

10% O&P on Labor and Material:	\$ -	\$ -
5% O&P on Subcontracts:	\$ 24,599.50	\$ 1,229.98
3% Bond/Insurance:	\$ 24,599.50	\$ 737.99

**TOTAL** **\$ 26,567.46**



# Quotation

2956 CENTER COURT. EAGAN. MN 55121  
 651.686.7770 [www.SPLINO.com](http://www.SPLINO.com)

DATE: 8/1/2022

TO: Dan Hannover  
 COMPANY: Sheehy Construction  
 PROJECT NAME: MPS MULTI SCHOOL PROJECT

FROM: Joe St. Clair  
 PHONE: 612.501.6219  
 EMAIL: [joes@splino.com](mailto:joes@splino.com)

SCOPE: NE Middle School Subfloor Failure - Added Prep Work - Shot blasting rooms 308 and 310, Prime and pour Ardex K-40 to create new 1/8" - 1/4" subfloor cap in rooms 301, 303, 308, 310, 311, 312 at Anthony Middle School and room 132 at Wilder Complex.

DESCRIPTION	MATERIALS	LABOR
PRICING:		
5 DAYS / 2 INSTALLERS (\$92.75 X 48 HOURS)		\$7,415.00
10% OH/P ON LABOR		\$741.50
260 - 50 LBS BAGS OF ARDEX K-40	\$14,585.00	
3 - 4 GALLON PAILS OF ARDEX P-51 PRIMER	\$1,075.00	
MATERIAL SUB-TOTAL	\$15,660.00	
5% OH/P ON MATERIALS	\$783.00	
<b>TOTALS</b>	<b>\$16,443.00</b>	<b>\$8,156.50</b>

**CLARIFICATIONS:** Except as noted above, correction of excess moisture, PH and/or removal of any surface substance that may interfere with proper installation is not included. Pricing based on normal working hours, M-F, 7am-3:30pm. Cleaning, protecting and vacuuming not included. Demolition of existing flooring not included in above pricing unless otherwise noted.



## Capital Planning, Construction & Maintenance Department

### Construction Contract Change Order Cover Sheet

#### Project Information

Contractor	Sheehy Construction	Date	8/22/2022
Project Name	FY21 Justice Page Middle School Renovation	Project No.	21PAGE001
Contract Approval Date:	1/11/2022	OP Number	22-2211

#### Summary

Original Contract Amount	\$ 5,368,300.00	Date of Substantial Completion	8/19/2022
Board Authorized Amount	\$ 5,905,130.00		

Summary of Previous Change Orders			
Change Order #1	\$ 28,565.08	PR#001, 002, 003 and 005	
Change Order #2	\$ 507,694.46	PR#004, 006, 007 and 010 COR 001-006, 009	
Change Order #3	\$ -		
Change Order #4	\$ -		
TOTAL OF PREVIOUS CHANGE ORDERS			\$ 536,259.54

<b>AMOUNT OF THIS CHANGE ORDER #</b>	<b>3</b>	<b>\$ 110,491.02</b>
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Additions and deductions to accommodate existing conditions.

**TOTAL CHANGE ORDERS TO DATE** \$ 646,750.56

**REVISED CONTRACT AMOUNT** \$ 6,015,050.56

REVISED DATE OF SUBSTANTIAL COMPLETION N/A

DATE OF BOARD ACTION 1/11/2022

Reviewed By: Diedra Geye Date: 8/22/2022  
Project Manager

Reviewed By: Jessica J Pavelka Date: 8/22/2022  
Manager of Planning & Construction

Approved By: [Signature] Date: 8/24/2022  
Executive Director, CPCM

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Senior Financial Officer



# Document G701™ – 2017

## Change Order

**PROJECT: (Name and address)**

Justice Page Middle School  
Addition and Renovation  
10 West 50<sup>th</sup> St.  
Minneapolis, MN 55419

**CONTRACT INFORMATION:**

Contract For: General Construction  
  
Date: 12/15/2021

**CHANGE ORDER INFORMATION:**

Change Order Number: 003  
  
Date: 08/12/2022

**OWNER: (Name and address)**

Minneapolis Public Schools, SSD No.1  
1250 West Broadway Avenue  
Minneapolis, MN 55411

**ARCHITECT: (Name and address)**

Miller Dunwiddie  
100 Washington Ave. S., Suite 500  
Minneapolis, MN 55401

**CONTRACTOR: (Name and address)**

Sheehy Construction Co. Inc  
360 Larpenteur Ave. W., Suite 200  
St. Paul, MN 55113

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

See attached Change Order #03: Summary.

The original Contract Sum was	\$	<u>5,368,300.00</u>
The net change by previously authorized Change Orders	\$	<u>536,259.54</u>
The Contract Sum prior to this Change Order was	\$	<u>5,904,559.54</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>110,491.02</u>
The new Contract Sum including this Change Order will be	\$	<u>6,015,050.56</u>

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Miller Dunwiddie

ARCHITECT (Firm name)

SIGNATURE

Kermit Duncan, Architect

PRINTED NAME AND TITLE

DATE

Sheehy Construction Co. Inc.

CONTRACTOR (Firm name)

SIGNATURE

Blair Juliar, Vice President

PRINTED NAME AND TITLE

DATE

8/16/22

Minneapolis Public Schools

OWNER (Firm name)

SIGNATURE

Curtis Hartog, Executive Director

PRINTED NAME AND TITLE

DATE

Minneapolis Public Schools Project: OP# 22-2211		<b>Justice Page Middle School Renovation and Addition</b>		Miller Dunwiddie Project #MPS2101		
		<b>Change Order #03: Summary</b>		GC: Danial Hannover, Sheehy Construction		
CO Item #	Ref #	Date	Description	Reason for change	Result (Add / Deduct)	Construction Cost Change
1.0	PR 008	5/9/2022	Relocating JACE controls from the AHUs	Owner Request	ADD	\$ 24,037.40
2.0	PR 009	6/1/2022	RFI 23 - Conduits in Corridors	Coordination With Other Work	ADD	\$ 5,677.15
3.0	PR 012	8/11/2022	Partition in 104H	Coordination With Other Work	ADD	\$ 2,324.31
4.0	PR 015	8/11/2022	HW/CW Master Controls	Owner Request	DEDUCT	\$ (3,348.83)
5.0	COR 007	5/17/2022	ASI 002 - Structural Details	Coordination With Other Work	ADD	\$ 1,839.24
6.0	COR 010	7/12/2022	RFI 52 - Removal of Steam Piping	Coordination With Other Work	ADD	\$ 17,964.95
7.0	COR 012	7/12/2022	RFI 35 - Remove/ Reinstall Ductwork for Clg Install	Coordination With Other Work	ADD	\$ 2,024.19
8.0	COR 013	7/12/2022	Remove Footing - Unforeseen	Unforeseen or Concealed Condition	ADD	\$ 2,890.08
9.0	COR 014	7/12/2022	RFI 66 - Eliminate Feeder	Unforeseen or Concealed Condition	DEDUCT	\$ (8,542.58)
10.0	COR 015	7/12/2022	RFI 65 Conduit & Wire Run from Basement to Office	Unforeseen or Concealed Condition	ADD	\$ 5,038.70
11.0	COR 016	7/12/2022	RFI's 28 & 55 Band Room Riser Demo	Unforeseen or Concealed Condition	ADD	\$ 1,785.37
#REF!	COR 018	7/12/2022	Remove Built-in Casework @ Band Rm	Owner Request	ADD	\$ 2,534.87
#REF!	COR 019	7/12/2022	RFI 46 - Paint Orchestra South Wall	Coordination With Subsequent Work	ADD	\$ 698.89
#REF!	COR 020	8/2/2022	RFI 85 - Hydronic Tie Ins	Coordination With Subsequent Work	ADD	\$ 22,382.70
#REF!	COR 021	8/2/2022	VAV Control Valves	Discrepancy among documents	ADD	\$ 5,437.53
#REF!	COR 022	8/2/2022	Pneumatic Controls Demo	Coordination With Subsequent Work	ADD	\$ 2,455.11
#REF!	COR 023	8/2/2022	RFI 86 - Wall Penetration in Mech Rm	Coordination With Subsequent Work	ADD	\$ 613.49
#REF!	COR 025	8/2/2022	RFI 59 - Unfinished Wall (behind wall base)	Unforeseen or Concealed Condition	ADD	\$ 10,054.80
#REF!	COR 026	8/3/2022	RFI 34 - Brick Angle	Unforeseen or Concealed Condition	ADD	\$ 11,736.91
#REF!	COR 029	8/11/2022	RFI 57 - Remove Band Rm Cubbies	Owner Request	ADD	\$ 2,886.74
<b>Total Change Order Amount</b>						<b>\$ 110,491.02</b>
Original Contract Amount				\$	5,368,300.00	
Net change by previous change orders				\$	536,259.54	
Contract amount prior to this change order				\$	5,904,559.54	
<b>Total Contract Amount With Change Order</b>						<b>\$ 6,015,050.56</b>

**PR-08**

**DESCRIPTION:** Relocating the JACE controls from the AHUs to the gymnasium storage rooms per PR-08.

Schedule Impact: N/A

**PROJECT :** MPS - Justice Page  
**DATE :** 5/9/22 **TIME** 20:36:13  
**PROJECT MANAGER:** Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
RJ Mechanical	1	EA			22256.85	0.00	0.00	22256.85
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								
<b>SUBTOTALS</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ 22,256.85</b>

TOTAL LABOR	\$ -
TOTAL MATERIAL	\$ -
TOTAL SUBCONTRACTS	\$ 22,256.85

**SUBTOTAL** **\$ 22,256.85**

10% O&P on Labor and Material:	\$ -	\$ -
5% O&P on Subcontracts:	\$ 22,256.85	\$ 1,112.84
3% Bond/Insurance:	\$ 22,256.85	\$ 667.71

**TOTAL** **\$ 24,037.40**



MN Lic. #005105PM

HPP #038327-CL

901 N. Industrial Park RD [Pat@rjmechanical.biz](mailto:Pat@rjmechanical.biz)  
PO Box 373 Phone 320-679-0602  
Mora, Mn. 55051 Fax 320-679-0356

PR#08

To: Sheehy Construction  
Attention: Danial Hannover

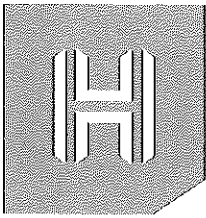
Project: Justice Page MS

**Description:** Relocate JACE controllers and the associated panel equipment on AHU 4 & AHU 8 from the elevated space to the gymnasium storage rooms.

Material Total:	\$	-
Labor Total:	\$	-
Subcontractor:	\$	21,197.00
5% Markup:	\$	1,059.85
<b>TOTAL:</b>	<b>\$</b>	<b><u>22,256.85</u></b>

Pat Pitman

**Date:** 5/9/2022



909 MONTREAL CIRCLE  
ST. PAUL, MN 55102

May 9, 2022

Pat Pitman  
901 N Industrial Park Rd  
P.O Box 373  
Mora, MN 55051

**RE: MPS Justice Page Middle School Proposal Request 008**

Pat,

Please review the following scope of work and lump sum pricing for added scope as noted below.

**Clarifications:**

- The pricing included in this proposal is good for 30 days.

**Scope of Work**

- Relocate JACE controllers and the associated panel equipment on AHU 4 and AHU 8 from the elevated space to the gymnasium storage rooms.
  - Install new panels (two thus).
  - Install conduit for controls, pneumatics, and power.
  - Install new CAT 6 cabling from communication room to new panel locations.
  - Extend panel power to new panel locations.
  - Extend control wiring and pneumatics to new panel locations.
  - Relocate panel devices to new panel locations.
- Update O&M documentation for each item noted above.
- One-year warranty on all installed parts and labor.

Material						
Qty	Part Number	Description	List	MPS List	Tax	Total
4000	18/2 Wire	Control Wiring	\$0.25	\$0.31	\$0.34	\$1,353.13
200		Conduit, anchors, boxes, etc	\$2.00	\$2.50	\$2.71	\$541.25
2		Cat 6 Cable	\$100.00	\$125.00	\$135.31	\$270.63
2		Panel Power	\$125.00	\$156.25	\$169.14	\$338.28
2		Panel Parts	\$180.00	\$225.00	\$243.56	\$487.13
2		Panel	\$170.00	\$212.50	\$230.03	\$460.06
1		Lift Rental	\$325.00	\$406.25	\$439.77	\$439.77
<b>Material Subtotal</b>						<b>\$3,890.23</b>

Labor				
Hours	Category	Labor Description	Rate	Total
8	Control System Designer	Documentation, Programming, Purchasing	\$133.00	\$1,064
0	Control System Specialist	Point Verification, Graphics, & Commissioning	\$128.00	\$0
100	Electrician	Electrician Labor	\$123.00	\$12,300
16	Pipe Fitter	Pipe Fitter Labor	\$126.00	\$2,016
<b>Labor Subtotal</b>				<b>\$15,380.00</b>

<b>Subcontractor Overhead &amp; Profit (5%)</b>	<b>\$0</b>
<b>Material Overhead &amp; Profit (10%)</b>	<b>\$4,279</b>
<b>Labor Overhead &amp; Profit (10%)</b>	<b>\$16,918.00</b>
<b>Total</b>	<b>\$21,197</b>

**Exclusions**

- Work with hazardous materials
- Premium / overtime hours
- Installation of valves / taps / wells / dampers
- Troubleshooting or repair of existing equipment
- Cutting / patching / core drilling / wall finish repair
- Fire alarm work unless noted
- Control or monitoring of fire / smoke / combination dampers
- Line voltage wiring for control panels
- Lighting control
- Dampers
- Starters / disconnects / VFD's
- Computers / workstations / servers
- Upgrade of existing Automation software

Sincerely,



Dan Schindeldecker  
Building Automation Project Manager  
C: 612-490-7692  
[dschindeldecker@harriscompany.com](mailto:dschindeldecker@harriscompany.com)



# PROPOSAL REQUEST

PR 008

Date:	5/4/2022
Project:	Justice Page Middle School Addition and Renovation
	Miller Dunwiddie Project No. MPS2101
RE:	<b>JACE Controllers</b>
To:	Danial Hanover, Sheehy Construction
From:	Jean Turck

**Indicate, with a check mark below, the reason for the requested change**

<input type="checkbox"/>	Unforeseen or concealed condition	<input checked="" type="checkbox"/>	Owner/tenant requested change in scope
<input type="checkbox"/>	Coordination with subsequent work	<input type="checkbox"/>	Code item or unanticipated request other than by owner, consultant, or contractor (such as a government body or code official)
<input type="checkbox"/>	Discrepancy among packages, documents, or disciplines	<input type="checkbox"/>	Shop drawing coordination, or a method or material unsuitable or commercially impractical
<input type="checkbox"/>	Schedule acceleration	<input type="checkbox"/>	Contractor request, corrective work, or miscellaneous

**Provide an itemized proposal to modify the documents as noted below. Do not proceed with this Change until the change is approved. Include any time extensions in your proposal.**

## DESCRIPTION

Provide pricing to move JACE controllers on AHU 4 and AHU 8 from the top of the units to storage rooms in the gymnasium to allow better access for servicing. Final locations to be coordinated with MPS.

## ATTACHMENTS

- None

**C:** Paul May, Miller Dunwiddie  
 Lisa Hillstad, EPI  
 Diedra Geye, MPS  
 Jason Kohnen, MPS  
 Dave Weinzettl, Sheehy

## PR-09 (REVISION 01)

**DESCRIPTION:** Price to refasten the ceiling mounted items that were previously fastened to the spline ceilings.

Schedule Impact: N/A

**PROJECT :** MPS - Justice Page **TIME** 08:19:15  
**DATE :** 6/24/22  
**PROJECT MANAGER:** Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
Muska Companies	1	LS			4840.80	0.00	0.00	4840.80
RJ Mechanical	1	LS			415.82	0.00	0.00	415.82
Summit Fire Protection	1	LS			0.00	0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								
<b>SUBTOTALS</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,256.62</b>

TOTAL LABOR	\$ -
TOTAL MATERIAL	\$ -
TOTAL SUBCONTRACTS	\$ 5,256.62

**SUBTOTAL** **\$ 5,256.62**

10% O&P on Labor and Material:	\$ -	\$ -
5% O&P on Subcontracts:	\$ 5,256.62	\$ 262.83
3% Bond/Insurance:	\$ 5,256.62	\$ 157.70

**TOTAL** **\$ 5,677.15**



# Sheehy Construction Company Inc.

SUMMARY SHEET

**Job:** Justice Page Middle School Renovation & Add      **Job #:** C87406      **Date:** 5/3/2022

**Re:** PR #09 - Floors 1-3      **CO#:** 7

Resupport all conduits routed through corridors affected by the removal of the existing ceilings. Work to be completed on weekdays.

1. Materials				\$600.00	
2. Sales Tax	8.0%			\$48.00	
3. Material OH/P	10%			\$60.00	
4. Truck Charge				\$270.00	
5. Subtotal Material/Truck		sum of lines 1, 2, 3 & 4.....			\$978.00
6. Standard Hours Labor	30.00	Hours @ \$111.00 per hour		\$3,330.00	
9. DT Hours Labor	0.00	Hours @ \$222.00 per hour		\$0.00	
10. Labor OH/P	10%			\$333.00	
11. Subtotal Labor		sum of lines 6, 7, 8 & 9.....			\$3,663.00
12. Tools & Equipment	6%	of lines 6, 7 & 8.....		\$199.80	
13. Permits & Fees				\$0.00	
14. DirtworX OT				\$0.00	
15. Xcel Energy Costs				\$0.00	
16. Material Handling				\$0.00	
17. Lift Equipment Rental				\$0.00	
18. Additional Bond Premium				\$0.00	
19. Expense OH/P	5%	of lines 13,14,15,16,17&18.....		\$0.00	
20. Subtotal Expense		sum of lines 12-19.....			\$199.80
<b>Total Price of Change</b>					<b>\$4,840.80</b>

Prices subject to cost changes if not accepted in 10 days.

Additional contract time required for this change is 0 additional work day(s)

**Muska Electrical Contractors**

**Sheehy Construction Company Inc.**

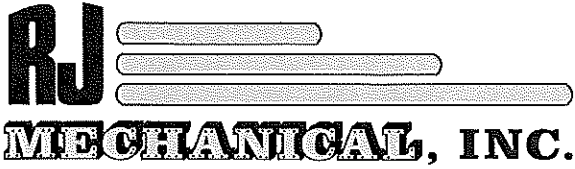
*Geoff Roering*

Signature: \_\_\_\_\_

Senior Project Manager

Print Name: \_\_\_\_\_

\*Please return approved CO to Muska to proceed with changes



MN Lic. #065105PM

HPP #038327-CL

901 N. Industrial Park RD [Pat@rjmechanical.biz](mailto:Pat@rjmechanical.biz)  
PO Box 373 Phone 320-679-0602  
Mora, Mn. 55051 Fax 320-679-0356

PR#009

To: Sheehy Construction  
Attention: Dan Hannover

Project: Justice Page MS

**Description:** Re-support piping as needed in the corridor ceilings

Material Total: \$ 130.08  
Labor Total: \$ 285.74

TOTAL: \$ 415.82

Pat Pitman

Date: 5/12/2022

## Danial Hannover

---

**From:** David Lodermeier [MN-STP] <dlodermeier@summitfire.com>  
**Sent:** Thursday, May 12, 2022 9:47 AM  
**To:** Danial Hannover  
**Subject:** RE: MPS - JPMS: PR-09

**CAUTION:** This email originated from outside of the Sheehy Construction organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Dan,

I went out to the site this morning to review the conditions. The existing sprinkler piping is hung from the concrete structure and **there will be no need for additional hangers**. The only thing that would be a change is if they break a head during demolition or installation of this new ceiling in the corridor. Otherwise all will be fine with sprinkler. Thank you.



**David Lodermeier | NICET IV**  
Project Manager

**D** 651-251-1871  
**C** 651-216-6624

575 Minnehaha Ave W  
St. Paul, MN 55103  
Office: 651-251-1880  
www.summitfire.com

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**From:** Danial Hannover <daniel.hannover@sheehyconstruction.com>  
**Sent:** Wednesday, May 11, 2022 1:59 PM  
**To:** Pat Pitman (RJ Mech) <pat@rjmechanical.biz>; Geoff Roering (Muska) <groering@muskaelectric.com>; David Lodermeier [MN-STP] <dlodermeier@summitfire.com>  
**Cc:** Dave Weinzetl <dave.weinzetl@sheehyconstruction.com>  
**Subject:** MPS - JPMS: PR-09

**CAUTION:** This email originated from outside the organization. Do not follow guidance, click links, or open attachments unless you **KNOW** the content is safe.

Pat/Geoff/Dave,

See attached for PR-09.

The Owner and Design Team is asking for a NTE price for this scope of work.

I suggest you go to the site and perform a site survey of the required work prior to pricing this up.

Third Floor ceilings are already removed and about 1/2 of second floor.



# PROPOSAL REQUEST

PR 009

Date:	5/11/2022
Project:	Justice Page Middle School Addition and Renovation
	Miller Dunwiddie Project No. MPS2101
RE:	<b>Ceiling RFI 23</b>
To:	Danial Hanover, Sheehy Construction
From:	Jean Turck

**Indicate, with a check mark below, the reason for the requested change**

<input checked="" type="checkbox"/>	Unforeseen or concealed condition	<input type="checkbox"/>	Owner/tenant requested change in scope
<input type="checkbox"/>	Coordination with subsequent work	<input type="checkbox"/>	Code item or unanticipated request other than by owner, consultant, or contractor (such as a government body or code official)
<input type="checkbox"/>	Discrepancy among packages, documents, or disciplines	<input type="checkbox"/>	Shop drawing coordination, or a method or material unsuitable or commercially impractical
<input type="checkbox"/>	Schedule acceleration	<input type="checkbox"/>	Contractor request, corrective work, or miscellaneous

**Provide an itemized proposal to modify the documents as noted below. Do not proceed with this Change until the change is approved. Include any time extensions in your proposal.**

## DESCRIPTION

Provide pricing in the form of time and materials with a dollar amount not to exceed to re-support conduits and piping as needed in the corridor ceilings under Alternate #1. Provide and install fasteners that are appropriate for the substrate they will be anchored to.

Furr strips that the conduits and piping were previously anchored to were removed as a part of the ceiling demolition.

## ATTACHMENTS

- RFI 23

**C:** Paul May, Miller Dunwiddie  
 Diedra Geye, MPS  
 Dave Weinzettl, Sheehy



## RFI #23: Conduits in Corridors

<b>Status</b>	Closed on 05/10/22		
<b>To</b>	Laura Stene (Miller Dunwiddie)	<b>From</b>	Danial Hannover (Sheehy Construction Company Inc.)
<b>Date Initiated</b>	Apr 6, 2022	<b>Due Date</b>	Apr 9, 2022
<b>Location</b>		<b>Project Stage</b>	
<b>Cost Impact</b>	TBD	<b>Schedule Impact</b>	TBD
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>		<b>Reference</b>	
<b>Linked Drawings</b>			
<b>Received From</b>			
<b>Copies To</b>	Derek Brinker (Twin City Acoustics), Diedra Geye (Minneapolis Public Schools), Geoff Roering (Muska Companies), Jean Turck (Miller Dunwiddie), Dave Weinzetl (Sheehy Construction Company Inc.)		

### Activity

<b>Question</b>	<p><b>Question from Danial Hannover Sheehy Construction Company Inc. on Wednesday, Apr 6, 2022 at 10:22 AM CDT</b></p> <p>During a meeting on site on 04/06/2022 discussing the removal of the existing spline ceiling and installing new tectum ceilings, it was noticed that there are number of conduits and other MEP items currently 'tight' against the existing ceiling. The electrical plans do not call for any of these items to be removed/reinstalled.</p> <p>At the meeting it was the agreed upon direction that we are to leave the MEP items and do our best to work around with the in place MEP items. Should this be met with complications during the installation, it will be re-evaluated at that point in time if items need to be altered.</p> <p>Can Miller-Dunwiddie and MPS please confirm this direction?</p>
<b>Official Response</b>	<p><b>Response from Jean Turck Miller Dunwiddie on Tuesday, May 10, 2022 at 02:09 PM CDT</b></p> <p>After reviewing the ceiling in the field on 5/9/2022, it was determined that the conduits need to be re-anchored to the ceiling using an anchoring method appropriate for the substrate. A PR will be issued for this work.</p>
<b>Official Response</b>	<p><b>Response from Laura Stene Miller Dunwiddie on Wednesday, Apr 6, 2022 at 12:22 PM CDT</b></p> <p>The direction as described above is correct.</p>
<b>All Replies</b>	<p><b>Response from Jean Turck Miller Dunwiddie on Tuesday, May 10, 2022 at 02:09 PM CDT</b></p> <p>After reviewing the ceiling in the field on 5/9/2022, it was determined that the conduits need to be re-anchored to the ceiling using an anchoring method appropriate for the substrate. A PR will be issued for this work.</p> <p><b>Response from Danial Hannover Sheehy Construction Company Inc. on Tuesday, May 3, 2022 at 10:03 AM CDT</b></p> <p>Upon removal of the existing ceiling, it was discovered that the existing conduits were fastened to the ceiling furring strips that are being removed.</p> <p>Please advise how to re-fasten the conduits.</p>

**Response from Laura Stene Miller Dunwiddie** on *Wednesday, Apr 6, 2022 at 12:22 PM CDT*

The direction as described above is correct.

**PR 12**

**DESCRIPTION:** Pricing for the changes associated with PR-12.

Schedule Impact: N/A

**PROJECT :** MPS - Justice Page  
**DATE :** 8/11/22 **TIME** 15:00:23  
**PROJECT MANAGER:** Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
Mulcahy-Nickolaus	1	LS			2152.14	0.00	0.00	2152.14
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								
<b>SUBTOTALS</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,152.14</b>

<b>TOTAL LABOR</b>	<b>\$ -</b>
<b>TOTAL MATERIAL</b>	<b>\$ -</b>
<b>TOTAL SUBCONTRACTS</b>	<b>\$ 2,152.14</b>

**SUBTOTAL** **\$ 2,152.14**

<b>10% O&amp;P on Labor and Material:</b>	<b>\$ -</b>	<b>\$ -</b>
<b>5% O&amp;P on Subcontracts:</b>	<b>\$ 2,152.14</b>	<b>\$ 107.61</b>
<b>3% Bond/Insurance:</b>	<b>\$ 2,152.14</b>	<b>\$ 64.56</b>

**TOTAL** **\$ 2,324.31**

  
**MULCAHY MN NICKOLAUS**  
**DRYWALL • PLASTER • EIFS • FIREPROOFING**  
 2980 Granada Lane N., Ste 100 | Oakdale, MN 55128  
 Phone: 651-770-5250 Fax: 651-770-8118  
 www.mulcahynickolaus.com

*PROPOSED CONTRACT CHANGES*

<b>Date:</b> <u>Wednesday, July 27, 2022</u>	<b>Project Name:</b> <u>Justice Page Middle School</u>
<b>To:</b> <u>Sheehy Construction</u>	<b>Mul-Nic Job #</b> <u>22033</u>
<b>Attn:</b> <u>Danial Hannover</u>	<b>Mul-Nic FWO #</b> <u>PR12</u>
<b>Address:</b> <u>360 West Larpenteur Avenue</u>	<b>Reference #</b> _____
<u>Saint Paul, MN 55113</u>	<b>Reference Date:</b> _____

<b>Description of work ADDED / DELETED:</b>	PR12 - Partition in 104H

**Labor:**

Foreman:	0	Hours @	\$110.00 / Hour		\$0.00
Carpenter:	8	Hours @	\$105.00 / Hour		\$840.00
Taper:	6	Hours @	\$105.00 / Hour		\$630.00
Plaster:	0	Hours @	\$105.00 / Hour		\$0.00
Painter:	0	Hours @	\$105.00 / Hour		\$0.00
Overtime:	0	Hours @	\$36.00 / Hour		\$0.00
<b>Total Labor Cost</b>					<b>\$1,470.00</b>

**Materials and Equipment:**

Mulcahy-Nickolaus owned equipment % of Labor Cost:	0%		\$0.00
Materials:			\$473.00
Equipment Rental:			\$0.00
<i>Material Subtotal:</i>			\$473.00
<i>Add % Sales Tax:</i>			7.75%
<b>Total Material Cost:</b>			<b>\$509.66</b>

**General Conditions:**

Per Diem (Parking):			\$0.00
Delivery Expense:			\$0.00
<b>Total General Conditions Cost:</b>			<b>\$0.00</b>

**Overhead, Profit and Bonding**

<i>Labor, Material, Equipment &amp; General Conditions Subtotal</i>			<b>\$1,979.66</b>
<del>Overhead &amp; Profit</del>	<del>15%</del>		<del>\$298.95</del>
<b>10% - Labor : \$147.00</b>			
<b>5% - Material / Subs : \$25.48</b>			
<b>Total: \$2,152.14</b>			
<del>Total Cost Plus OH&amp;P</del>			<del>\$2,276.61</del>
<del>Bond (if required):</del>	<del>0%</del>		<del>\$0</del>
<b>Grand Total Add:</b>			<b>\$2,277</b>
<i>TOTAL MATERIALS, EQUIPMENT, GENERAL CONDITIONS &amp; BOND:</i>			\$807
<i>TOTAL LABOR:</i>			\$1,470

Please contact me should you have any questions regarding the above information.

Respectfully,

Devin Mulcahy - Project Manager



# PROPOSAL REQUEST

PR 012

Date:	7/8/2022
Project:	Justice Page Middle School Addition and Renovation Miller Dunwiddie Project No. MPS2101
RE:	<b>Partition in 104H</b>
To:	Danial Hanover, Sheehy Construction
From:	Laura Stene

**Indicate, with a check mark below, the reason for the requested change**

<input type="checkbox"/>	Unforeseen or concealed condition	<input type="checkbox"/>	Owner/tenant requested change in scope
<input checked="" type="checkbox"/>	Coordination with subsequent work	<input type="checkbox"/>	Code item or unanticipated request other than by owner, consultant, or contractor (such as a government body or code official)
<input type="checkbox"/>	Discrepancy among packages, documents, or disciplines	<input type="checkbox"/>	Shop drawing coordination, or a method or material unsuitable or commercially impractical
<input type="checkbox"/>	Schedule acceleration	<input type="checkbox"/>	Contractor request, corrective work, or miscellaneous

**Provide an itemized proposal to modify the documents as noted below. Do not proceed with this Change until the change is approved. Include any time extensions in your proposal.**

## DESCRIPTION

After speaking with RJ, it was determined the plumbing cannot be run from below the sink due to an electrical room below. Additionally, the millwork and equipment in this area are not compatible for plumbing.

Provide pricing to provide and install a partition behind millwork in 104H (Nurses Office) to accommodate plumbing for the sink and to conceal the vent pipe.

## DRAWINGS

1. Add a partition behind millwork in 104H to provide plumbing access to the sink. Millwork and accessories are to shift 6" south to accommodate partition. Finishes as scheduled.

## ATTACHMENTS

- Drawings: A411

**C:** Paul May, Miller Dunwiddie

Kermit Duncan, Miller Dunwiddie  
Lisa Hillestad, Emanuelson-Podas  
Diedra Geye, MPS

**JUSTICE PAGE MIDDLE SCHOOL ADDITION AND RENOVATION**

MINNEAPOLIS PUBLIC SCHOOLS  
MPS OP# 22-2211  
10 WEST 50TH STREET  
MINNEAPOLIS, MN 55419

REVISED

Mark	Date	Description
1	12/02/2021	ADDENDUM #1
2	12/07/2021	ADDENDUM #2
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
3	7/08/2022	PR 012
4	6/24/2022	RFI #61

Project Number: MPS2101

Date: 11/22/2021

Drawn By: EKK, LES, JMT

Checked By: PGM

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DRAWING TITLE

**ENLARGED FLOOR PLAN - FIRST FLOOR OFFICE**

DRAWING NUMBER

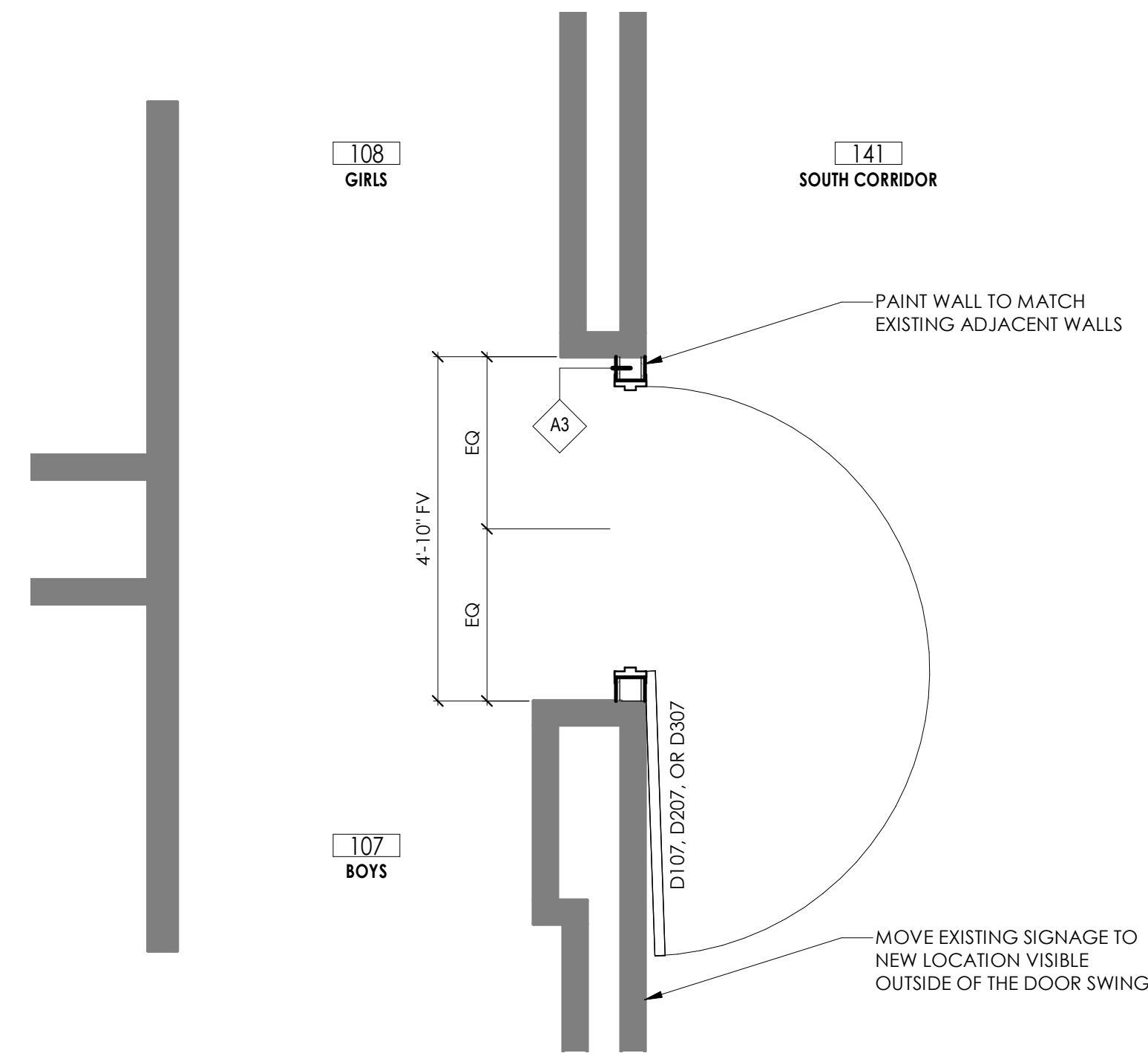
**A411**

FLOOR PLAN NOTES

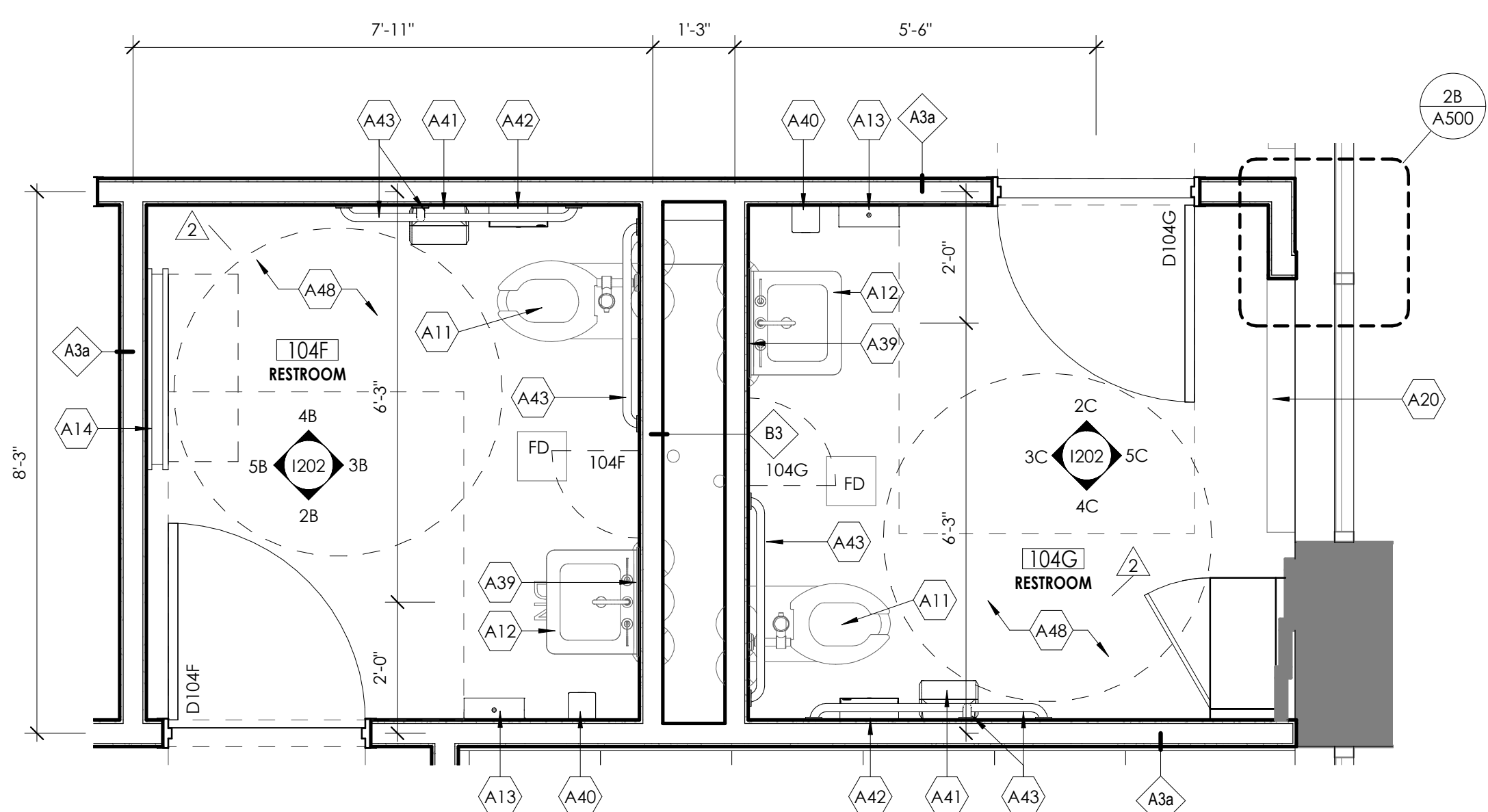
- SEE CODE PLANS FOR LOCATIONS OF RATED WALLS. SEE PARTITION TYPES (S201) AND WALL ASSEMBLIES (A310) FOR RATED ASSEMBLIES.
- PARTITION TYPES DESCRIBE GENERAL REQUIREMENTS FOR INTERIOR WALL CONSTRUCTION AND DETAILS AND SHOW FRAMING FOR REFERENCE ONLY. REFER TO THE MANUFACTURER'S SPECIFICATIONS AND REQUIREMENTS OF APPLICABLE TESTING AGENCIES FOR SPECIFICS OF STUD ASSEMBLIES. PROVIDE HORIZONTAL BRACING OR BRACE TO COLUMN AS REQUIRED.
- PARTITIONS REQUIREMENTS SHOWN ARE CONSIDERED TO BE MINIMUM STANDARDS. WHERE CONDITIONS OF THE WORK CAUSE PARTITION TO EXCEED LIMITS RECOMMENDED BY MANUFACTURER, REINFORCE PARTITION.
- PENETRATIONS THROUGH RATED PARTITIONS AND CONNECTIONS OF THE PARTITIONS TO OTHER PORTION OF THE WORK SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDED DETAIL AND IN COMPLIANCE WITH APPLICABLE TESTING AGENCY REQUIREMENTS.
- AT EXTERIOR WALLS, DIMENSIONS ARE TO FACE OF STEEL STUDS AND FACE OF CMU OR FACE OF EXTERIOR FINISH UNLESS SHOWN OR NOTED OTHERWISE.
- AT INTERIOR PARTITIONS, DIMENSIONS ARE TO CENTER OF FRAMING AND TO GRID LINES OR CENTER LINE OF COLUMNS UNLESS SHOWN OR NOTED OTHERWISE. WHERE A CLEAR DIMENSION OR OPENING IS REQUIRED OR NOTED, MEASURE DIMENSION TO FACE OF PARTITION FINISH.
- UL NUMBERS MAY VARY DEPENDING ON THE MANUFACTURER OF COMPONENTS ACTUALLY USED.
- PROVIDE 5/8" TYPE X GYPSUM BOARD UNLESS NOTED OTHERWISE.
- WOOD BLOCKING TO BE INSTALLED IN WALLS FOR FUTURE DISPLAYS. REQUIREMENTS AND LOCATIONS TO BE COORDINATED WITH OWNER.
- WOOD BLOCKING WITHIN ANY WALL SYSTEM SHALL BE FIRE RETARDANT TREATED.
- DOOR FRAMES SHALL BE LOCATED 4" FROM ADJACENT WALL UNLESS NOTED OTHERWISE.

KEYNOTES - ARCHITECTURAL

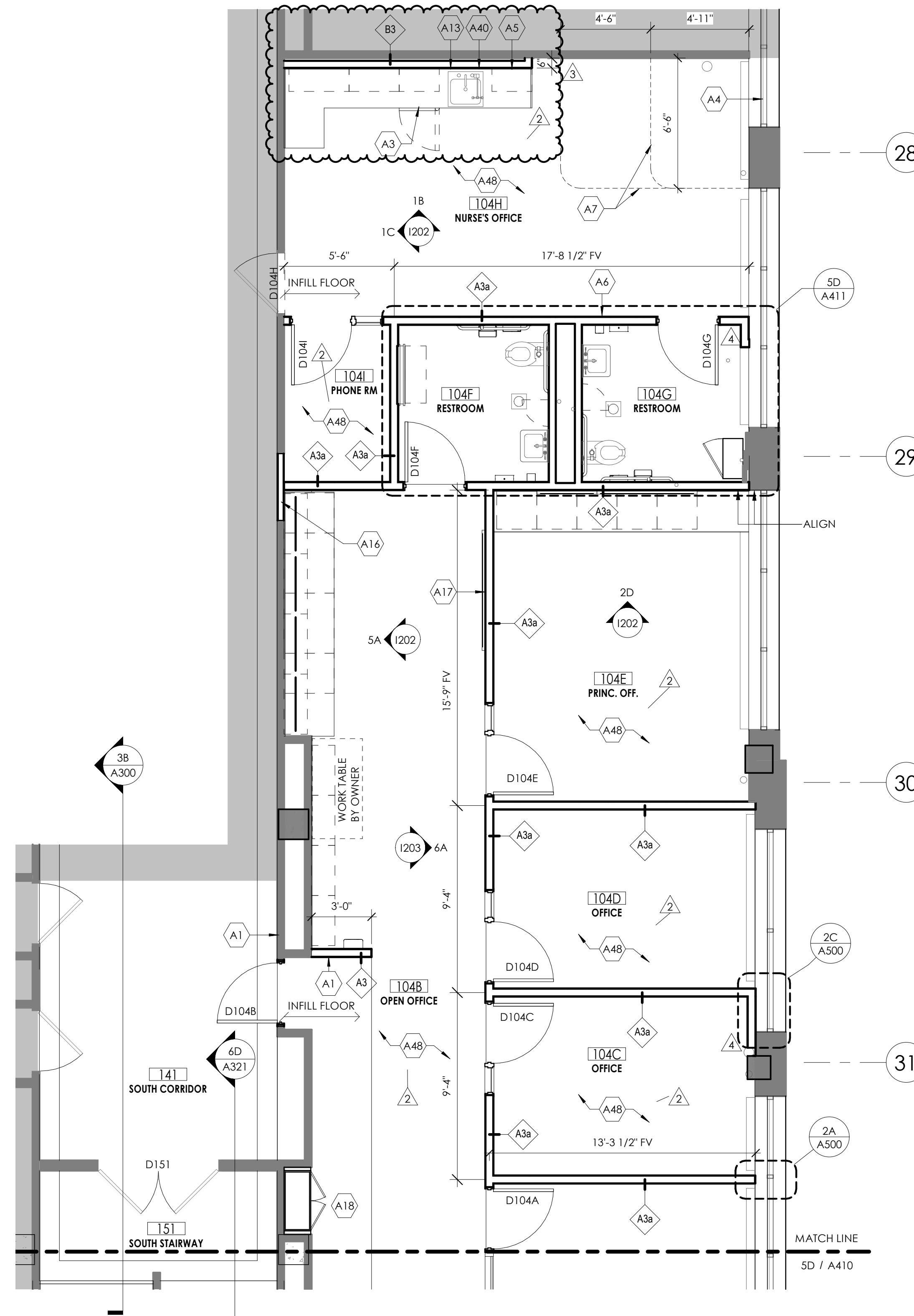
No	DESCRIPTION
A1	WALL MOUNTED DOOR CONTROLS - SEE TECHNOLOGY SHEETS
A2	POST MOUNTED DOOR CONTROLS - SEE TECHNOLOGY SHEETS
A3	REFRIGERATOR UNDER COUNTER - BY OWNER
A4	TRANSLUCENT WINDOW FILM ON LOWER WINDOW
A5	SURFACE MOUNTED MEDICINE CABINET
A6	WALL MOUNTED STADIOMETER AND SCALE
A7	CURTAIN AND CLG TRACK
A8	RADIATOR COVER WITH COUNTERTOP AND GRILLES
A11	ACCESSIBLE WATERCLOSET - SEE PLUMBING
A12	ACCESSIBLE SINK. PER MPS MASTER SPEC-SEE PLUMBING
A13	SURFACE MOUNTED PAPER TOWEL DISPENSER, FURNISHED BY OWNER. PER MPS MASTER SPEC
A14	BABY CHANGING STATION PER MPS MASTER SPEC
A16	INFILL WALL AT PRIOR DOOR LOCATION - WALL FINISH SHALL BE FLUSH AND MATCHES THE ADJACENT SURFACES
A17	WHITE BOARD WITH TACK BOARD - SEE ELEVATIONS FOR DIMENSIONS
A18	BUILT IN WARDROBE WITH METAL ROD AND ADJUSTABLE SHELVES
A20	EXISTING RADIATOR
A24	RECEPTION DESK - SEE ELEVATIONS
A29	INFILL WALL TO MATCH EXISTING ADJACENT WALL
A30	FIRE DEPARTMENT KEY BOX - FINAL LOCATION TO BE VERIFIED WITH AHJ
A36	INFILL AND ADD CONCRETE SLAB
A37	CASH-IN-PLACE CONCRETE STAIRS - SEE STRUCTURAL
A38	FIRE DEPARTMENT CONNECTION. SEE MECHANICAL
A39	24 X 36 ACCESSIBLE MIRROR
A40	SOAP DISPENSER, FURNISHED BY OWNER, PER MPS MASTER SPEC
A41	TOILET PAPER DISPENSER
A42	SANITARY NAPKIN AND TAMPON DISPOSAL
A43	ACCESSIBLE GRAB BARS
A44	NEW WALL TO MATCH EXISTING WALL THICKNESS
A45	SOLID SURFACE WINDOW SILL - FRAMING AS REQUIRED TO SUPPORT QUARTZ TOP AND VENTING COVERS.
A46	PATCH AND REPAIR WALL. ADD NEW LOCKER TRIM AND ADJUST TO SEAL UP LOCKER OPENINGS. TYPICAL ALL NEW CORRIDOR DOORS
A47	WOOD PANELS TO COVER RADIATOR - PROVIDE ACCESS AT VALVE LOCATION. COORD. WITH MECH.
A48	INFILL TO FINISH FLOOR ELEVATION WITH GYPCRETE



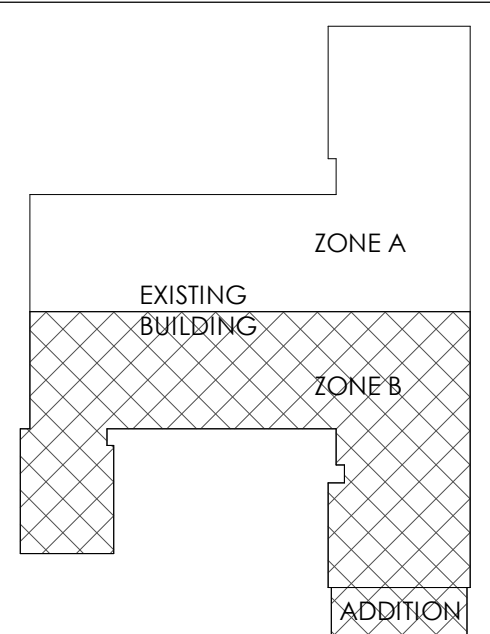
5B A411 ENLARGED FLOOR PLAN - FIRST FLOOR RESTROOMS (SECOND AND THIRD FLOOR SIM)  
1/2" = 1'-0"



5D A411 ENLARGED FLOOR PLAN - RESTROOMS  
1/2" = 1'-0"



3D A411 ENLARGED FLOOR PLAN - OFFICE NORTH  
1/4" = 1'-0"



**PR-15 Credit**

**DESCRIPTION:** Credit for HW/CW master controls, add piping drops up through the ceiling for both labs.

Schedule Impact: N/A

**PROJECT :** MPS - Justice Page  
**DATE :** 8/11/22 **TIME** 11:15:14  
**PROJECT MANAGER:** Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
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						0.00	0.00	0.00
RJ Mechanical	1	LS			-3348.83	0.00	0.00	-3348.83
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**SUBTOTALS** **\$ -** **\$ -** **\$ (3,348.83)**

TOTAL LABOR	<b>\$ -</b>
TOTAL MATERIAL	<b>\$ -</b>
TOTAL SUBCONTRACTS	<b>\$ (3,348.83)</b>

**SUBTOTAL** **\$ (3,348.83)**

10% O&P on Labor and Material:	<b>\$ -</b>	<b>\$ -</b>
5% O&P on Subcontracts:	<b>\$ (3,348.83)</b>	<b>\$ -</b>
3% Bond/Insurance:	<b>\$ (3,348.83)</b>	<b>\$ -</b>

**TOTAL** **\$ (3,348.83)**



# PROPOSAL REQUEST

PR 015

Date:	8/5/2022
Project:	Justice Page Middle School Addition and Renovation
	Miller Dunwiddie Project No. MPS2101
RE:	<b>RFI #80 and RFI #83 – Plumbing in Classrooms</b>
To:	Danial Hanover, Sheehy Construction
From:	Laura Stene

**Indicate, with a check mark below, the reason for the requested change**

<input checked="" type="checkbox"/>	Unforeseen or concealed condition	<input type="checkbox"/>	Owner/tenant requested change in scope
<input type="checkbox"/>	Coordination with subsequent work	<input checked="" type="checkbox"/>	Code item or unanticipated request other than by owner, consultant, or contractor (such as a government body or code official)
<input type="checkbox"/>	Discrepancy among packages, documents, or disciplines	<input type="checkbox"/>	Shop drawing coordination, or a method or material unsuitable or commercially impractical
<input type="checkbox"/>	Schedule acceleration	<input type="checkbox"/>	Contractor request, corrective work, or miscellaneous

**Provide an itemized proposal to modify the documents as noted below. Do not proceed with this Change until the change is approved. Include any time extensions in your proposal.**

## DESCRIPTION

1. P101: Revised connections in tunnel.
2. P401: Removed island venting where sinks are not under windows. Route HW, CW, HWR, and gas in ceiling of 1<sup>st</sup> floor instead of under floor. Remove HW/CW master controls and credit owner.
3. P402: Removed island venting where sinks are not under windows. Route HW, CW, HWR, and gas in ceiling of 3<sup>rd</sup> floor science rooms instead of under the floor. Remove HW/CW master controls and credit owner.
4. P500: Revise riser according to science room plumbing changes.
5. P501: Revise riser according to science room plumbing changes.
6. P502: Revise riser according to science room plumbing changes.

## ATTACHMENTS

- Drawings: P101, P401, P402, P500, P501, P502

**C:** Paul May, Miller Dunwiddie  
Kermit Duncan, Miller Dunwiddie

Lisa Hillestad, Emanuelson-Podas  
Diedra Geye, MPS  
Dave Weinzetl, Sheehy

*Scott A. Vander Heiden*  
Signature

SCOTT A. VANDER HEIDEN  
Name

11-22-2021 40918  
Date License #

PROJECT

**JUSTICE PAGE  
MIDDLE  
SCHOOL  
ADDITION AND  
RENOVATION**

MINNEAPOLIS PUBLIC SCHOOLS  
MPS OP# 22-2211  
1 WEST 49TH STREET  
MINNEAPOLIS, MN.

REVISED

Mark	Date	Description
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
9	08/05/2022	PR 15

Project Number: MPS2101

Date: 11/22/2021

Drawn By: RGO/LMH

Checked By: SAV

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DRAWING TITLE

**PLUMBING PLAN  
- GROUND  
FLOOR ZONE B**

DRAWING NUMBER

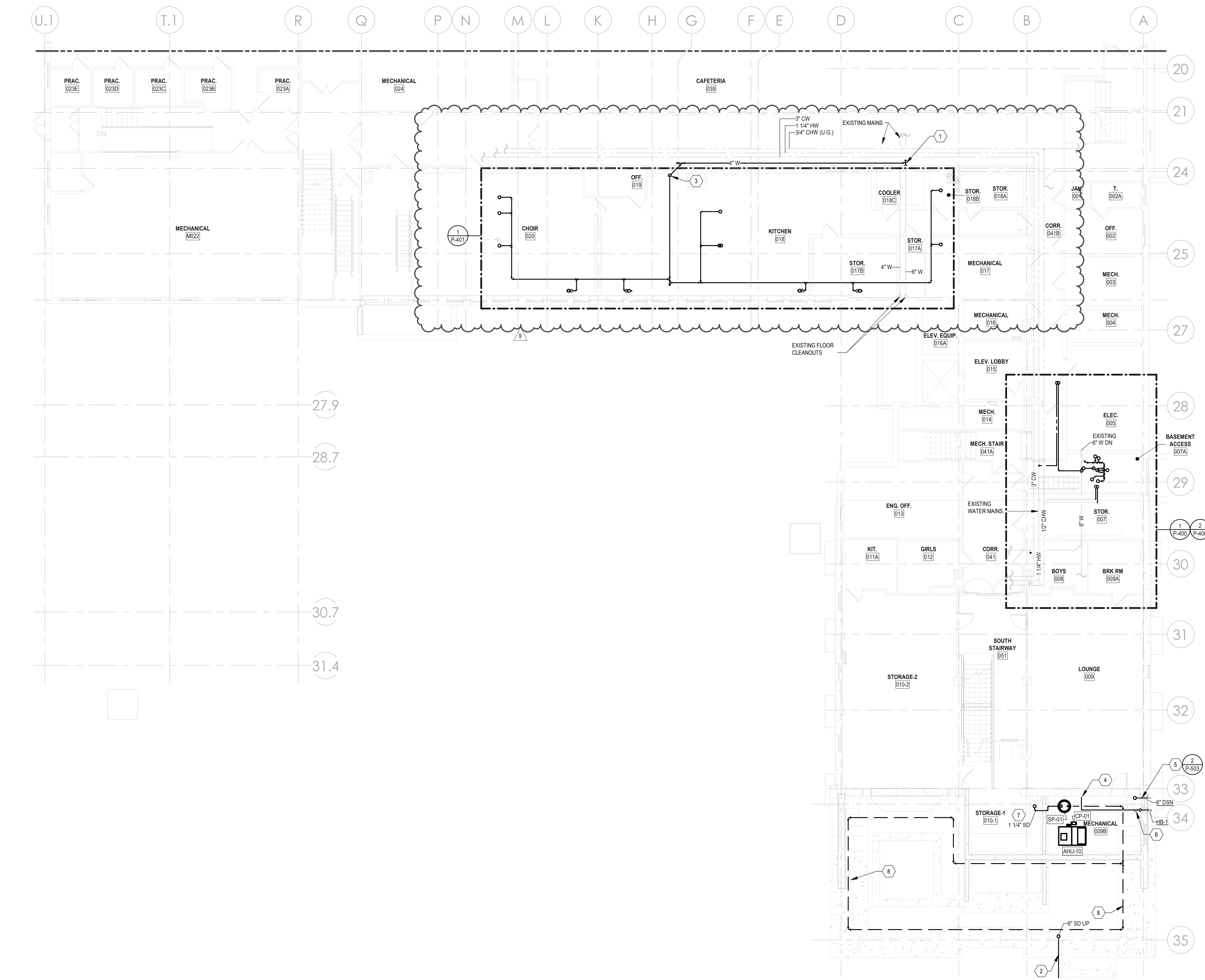
P-101

GENERAL NOTES:

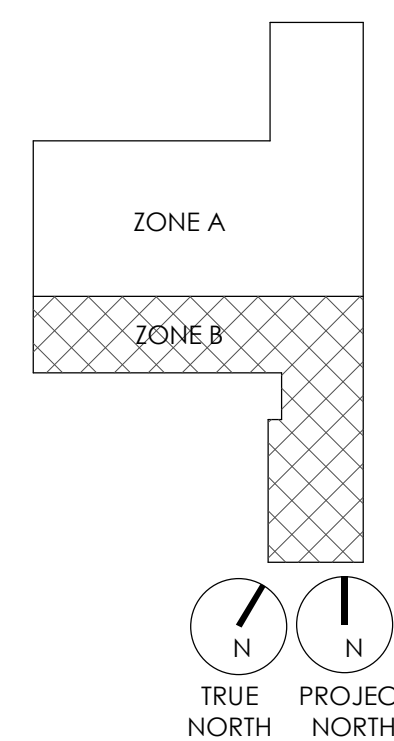
A. SEE SHEET M-000 M-001 FOR GENERAL INFORMATION AND NOTES.

KEY NOTES:

- CONNECT SANITARY PIPING SERVING SCIENCE LABS TO EXISTING MAINS LOCATED IN TUNNEL LEVEL.
- 6" STORM MAIN, I.E. = 4'-6" (201). SEE CIVIL PLANS FOR CONTINUATION. PLUMBING CONTRACTOR TO CONNECT TO SITE STORM MAIN. COORDINATE WITH CIVIL PLANS/SITE CONDITIONS. EXTEND STORM TO 5'-0" OUTSIDE THE BUILDING. COORDINATE WITH STRUCTURAL FOOTINGS.
- DROP PIPING THRU FLOOR TO TUNNEL LEVEL.
- REMOVE EXISTING EXTERIOR WALL HYDRANT. EXTEND CW LINE TO NEW FREEZE PROOF WALL HYDRANT.
- ROUTE 6" OVERFLOW STORM DRAIN DOWN WALL. SPOUT TO DISCHARGE ABOVE GRADE. SEE SHEET P-111 FOR CONTINUATION.
- PROVIDE SHUT OFF VALVE FOR WINTER SHUT DOWN.
- ROUTE SUMP PUMP PIPING UP TO CEILING IN LEVEL ABOVE.
- PLUMBING CONTRACTOR SHALL EXTEND 4" PERFORATED DRAIN TILE WITH FABRIC SOCK UNDER DUCTING AS SHOWN. DRAIN TILE SHALL BE CONNECTED TO SP-1. BOTTOM OF DRAIN TILE SHALL BE LOCATED LOWER THAN THE BOTTOM OF THE FOOTING.



1 PLUMBING PLAN - GROUND FLOOR ZONE B  
SCALE: 3/32" = 1'-0"



*Scott A. Vander Heiden*  
Signature

SCOTT A. VANDER HEIDEN  
Name

11-22-2021 40918  
Date License #

PROJECT

**JUSTICE PAGE  
MIDDLE  
SCHOOL  
ADDITION AND  
RENOVATION**

MINNEAPOLIS PUBLIC SCHOOLS  
MPS OP# 22-2211  
1 WEST 49TH STREET  
MINNEAPOLIS, MN.

REVISED

Mark	Date	Description
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
9	08/05/2022	PR 15

Project Number: MPS2101

Date: 11/22/2021

Drawn By: RGO/LMH

Checked By: SAV

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DRAWING TITLE

**ENLARGED  
PLUMBING PLAN  
- FIRST FLOOR  
SCIENCE LABS**

DRAWING NUMBER

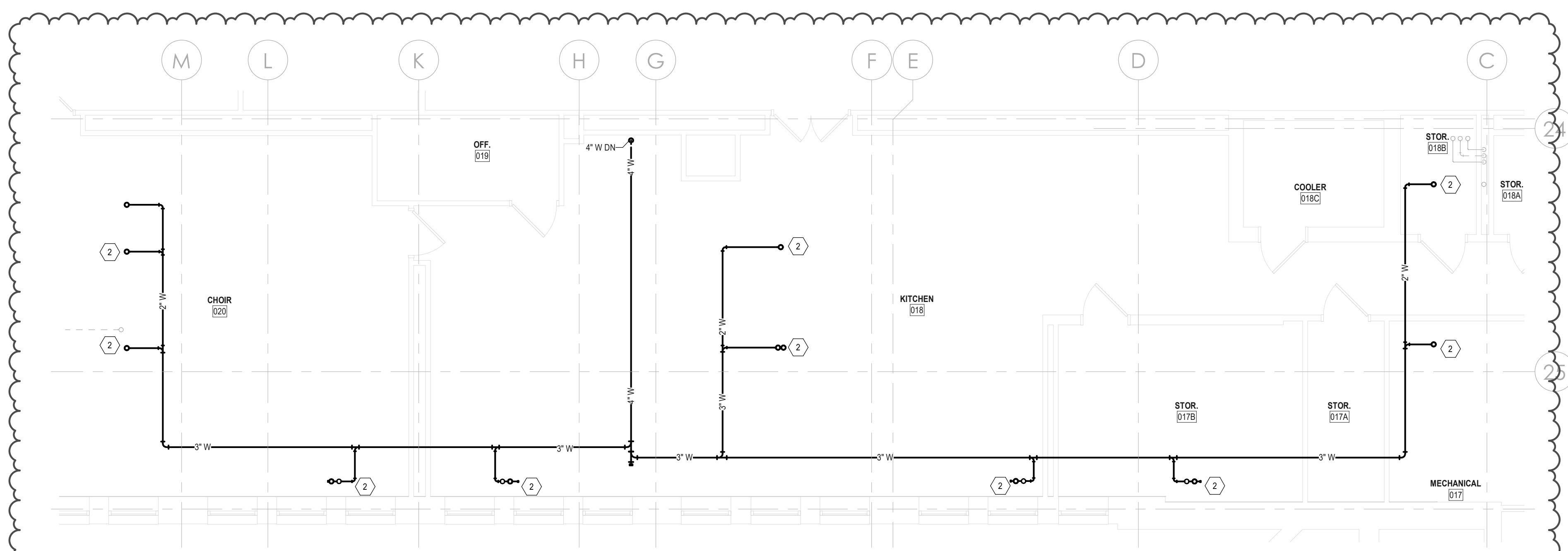
P-401

GENERAL NOTES:

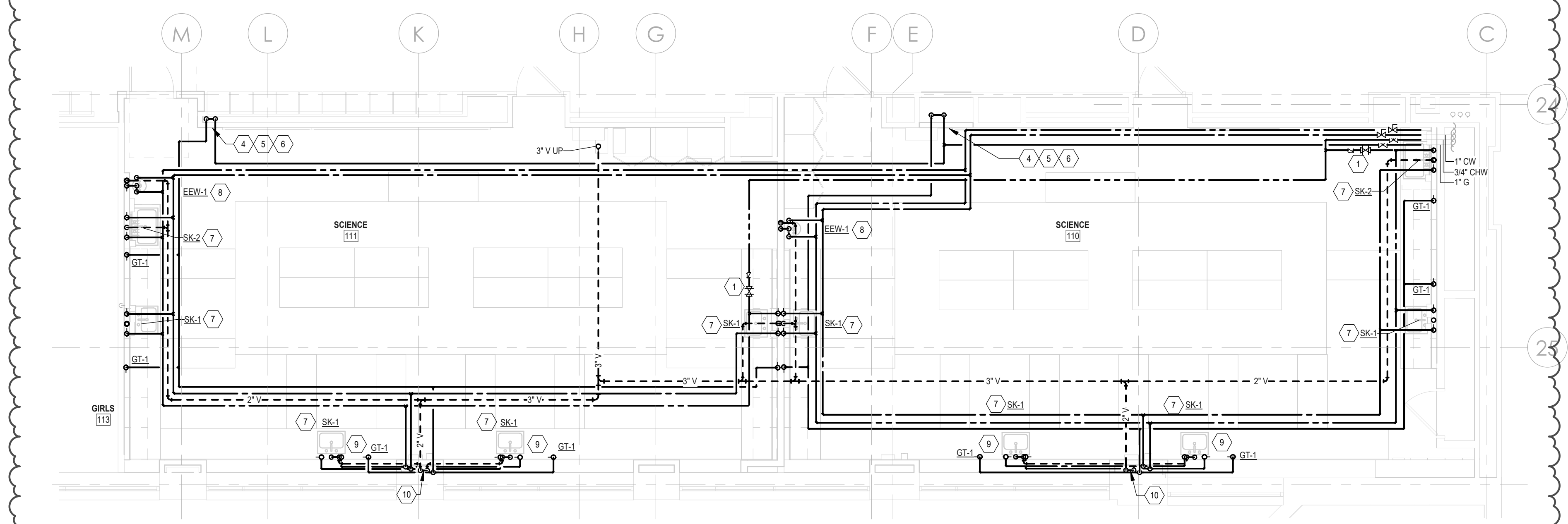
A. SEE SHEET M-000 M-001 FOR GENERAL INFORMATION AND NOTES.

KEY NOTES:

1. CONNECT 3/4" CHW TO END OF HOT WATER. PROVIDE BALANCING VALVE AND CHECK VALVE LOCATED IN ACCESSIBLE LOCATION. BALANCE TO 0.5 GPM.
2. NEW SANITARY SERVING NEW LAB STATION ABOVE.
3. NOT USED.
4. ROOM GAS LINES SHALL BE CONTROLLED BY KEYED MASTER GAS CONTROL SWITCH WITH EMERGENCY STOP. SEE SPEC FOR GAS PIPE MATERIALS. POWER FOR PANEL AND TO SOLENOID VALVE BY DIV 26.
5. GAS PIPING DOWN IN WALL. PROVIDE GAS SOLENOID VALVE ACCESSIBLE BY ACCESS PANEL. ROUTE PIPE BACK UP IN WALL FOR ROUTING TO LAB STATIONS.
6. LOCATE GAS SOLENOID VALVE AND GAS SHUT OFF VALVE IN WALL ACCESSIBLE BY ACCESS PANEL.
7. PROVIDE ACCESS PANEL TO UNDERCOUNTER PIPING. PROVIDE SHUT OFF VALVES FOR WATER AND GAS LINES IN CABINET.
8. PROVIDE THERMOSTATIC MIXING VALVE SERVING EMERGENCY EYEWASH IN ACCESSIBLE LOCATION ABOVE CEILING.
9. SINKS TO BE ISLAND VENTED. ROUTE VENT PIPING THROUGH CAVITY BEHIND CABINETS.
10. VENT PIPES TO BE CONNECTED TOGETHER MORE THAN 6" ABOVE THE SINK FLOOD RIM.



1 PLUMBING PLAN - GROUND FLOOR SCIENCE LAB 110 AND 111  
SCALE: 3/16" = 1'-0"



2 PLUMBING PLAN - FIRST FLOOR SCIENCE LAB 110 AND 111  
SCALE: 3/16" = 1'-0"

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

*Scott A. Vander Heiden*  
Signature

SCOTT A. VANDER HEIDEN  
Name

11-22-2021 40918  
Date License #

**PROJECT**

**JUSTICE PAGE  
MIDDLE  
SCHOOL  
ADDITION AND  
RENOVATION**

MINNEAPOLIS PUBLIC SCHOOLS  
MPS OP# 22-2211

1 WEST 49TH STREET  
MINNEAPOLIS, MN.

**REVISED**

Mark	Date	Description
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
9	08/05/2022	PR 15

Project Number: MPS2101

Date: 11/22/2021

Drawn By: RGO/LMH

Checked By: SAV

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**DRAWING TITLE**

**ENLARGED  
PLUMBING PLAN  
- THIRD FLOOR  
SCIENCE LABS**

**DRAWING NUMBER**

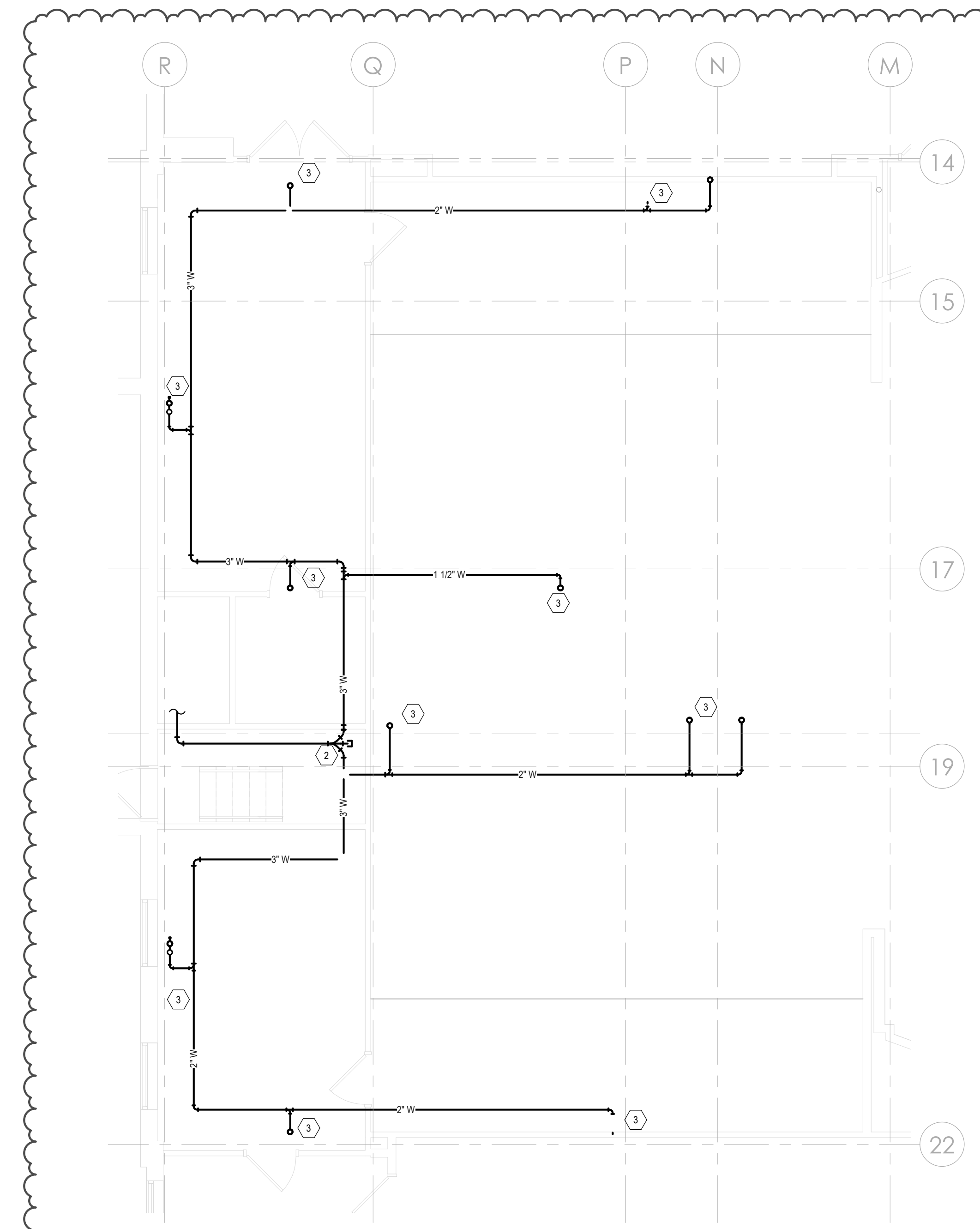
P-402

**GENERAL NOTES:**

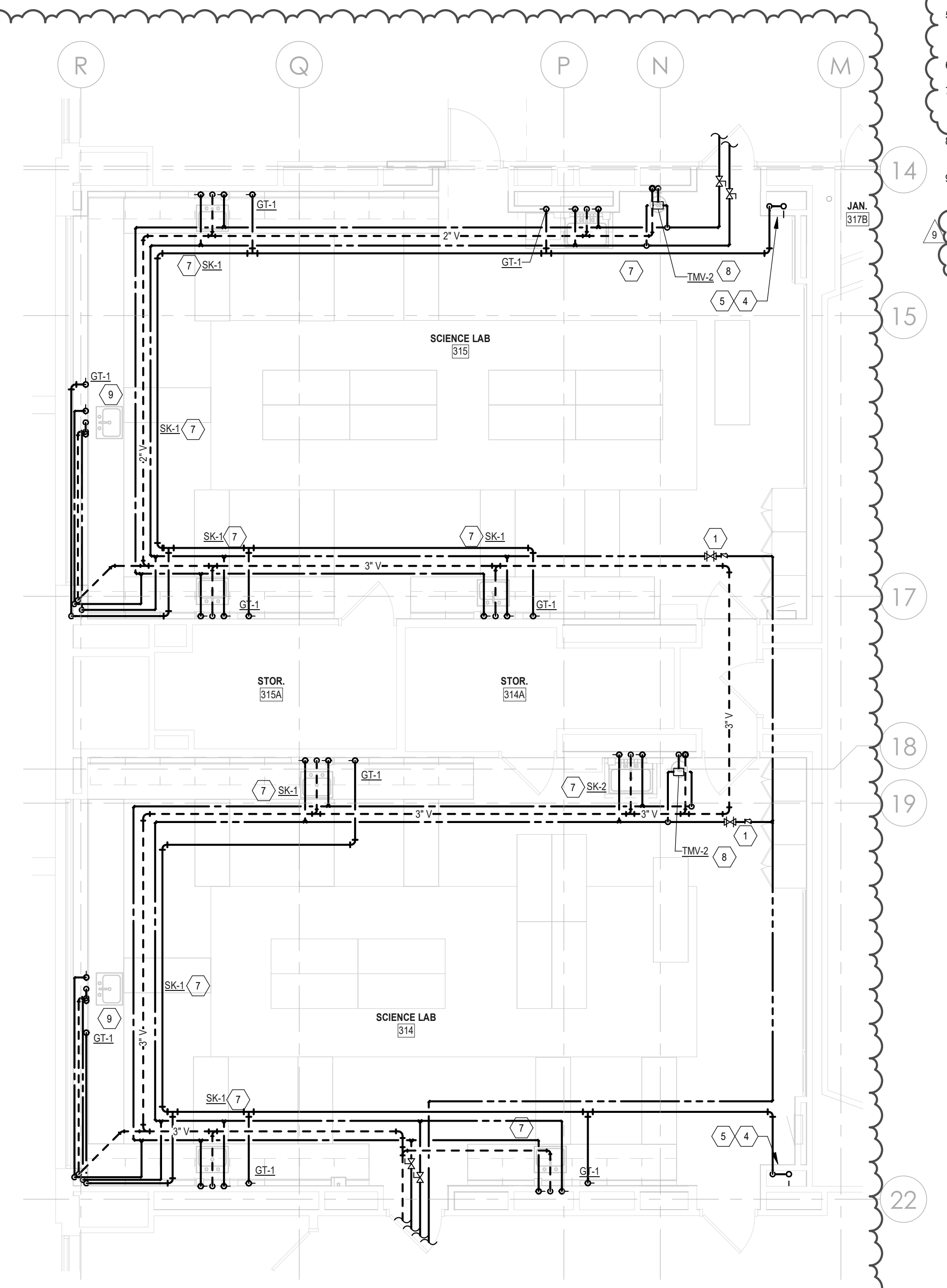
A. SEE SHEET M-000 M-001 FOR GENERAL INFORMATION AND NOTES.

**KEY NOTES:**

1. ADD ALTERNATE #3. CONNECT 3/4" CHW TO END OF HOT WATER. PROVIDE BALANCING VALVE AND CHECK VALVE LOCATED IN ACCESSIBLE LOCATION. BALANCE TO 0.5 GPM.
2. ADD ALTERNATE #3. REPLACE EXISTING ACID WASTE PIPING WITH CAST IRON PIPING BACK TO CAST IRON MAIN.
3. ADD ALTERNATE #3. NEW SANITARY LINE SERVE NEW LAB STATION ABOVE.
4. ADD ALTERNATE #3. ROOM GAS LINES SHALL BE CONTROLLED BY EXISTING KEYED MASTER GAS CONTROL SWITCH WITH EMERGENCY STOP.
5. ADD ALTERNATE #3. GAS PIPING DOWN IN WALL. EXISTING GAS SOLENOID VALVE ACCESSIBLE BY ACCESS PANEL. ROUTE PIPES BACK UP IN WALL FOR ROUTING TO LAB STATIONS.
6. NOT USED.
7. ADD ALTERNATE #3. PROVIDE ACCESS PANEL TO UNDERCOUNTER PIPING. PROVIDE SHUT OFF VALVES FOR WATER AND GAS LINES IN CABINET.
8. ADD ALTERNATE #3. PROVIDE THERMOSTATIC MIXING VALVE SERVING EMERGENCY EYEWASH IN ACCESSIBLE LOCATION ABOVE CEILING.
9. ADD ALTERNATE #3. SINKS TO BE ISLAND VENTED. ROUTE VENT PIPING THROUGH CAVITY BEHIND CABINETS.



**1 PLUMBING PLAN - SECOND FLOOR SCIENCE LAB 314 AND 315**  
SCALE: 3/16" = 1'-0"



**2 PLUMBING PLAN - THIRD FLOOR LABS SCIENCE LAB 314 AND 315**  
SCALE: 3/16" = 1'-0"

ADD ALTERNATE #3: LABS 314 & 315

*Scott A. Vander Heiden*  
Signature

SCOTT A. VANDER HEIDEN  
Name

11-22-2021  
Date License # 40918

**PROJECT**

**JUSTICE PAGE  
MIDDLE  
SCHOOL  
ADDITION AND  
RENOVATION**

MINNEAPOLIS PUBLIC SCHOOLS  
MPS OP# 22-2211  
1 WEST 49TH STREET  
MINNEAPOLIS, MN.

**REVISED**

Mark	Date	Description
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
9	08/05/2022	PR 15

Project Number: MPS2101

Date: 11/22/2021

Drawn By: RGO/LMH

Checked By: SAV

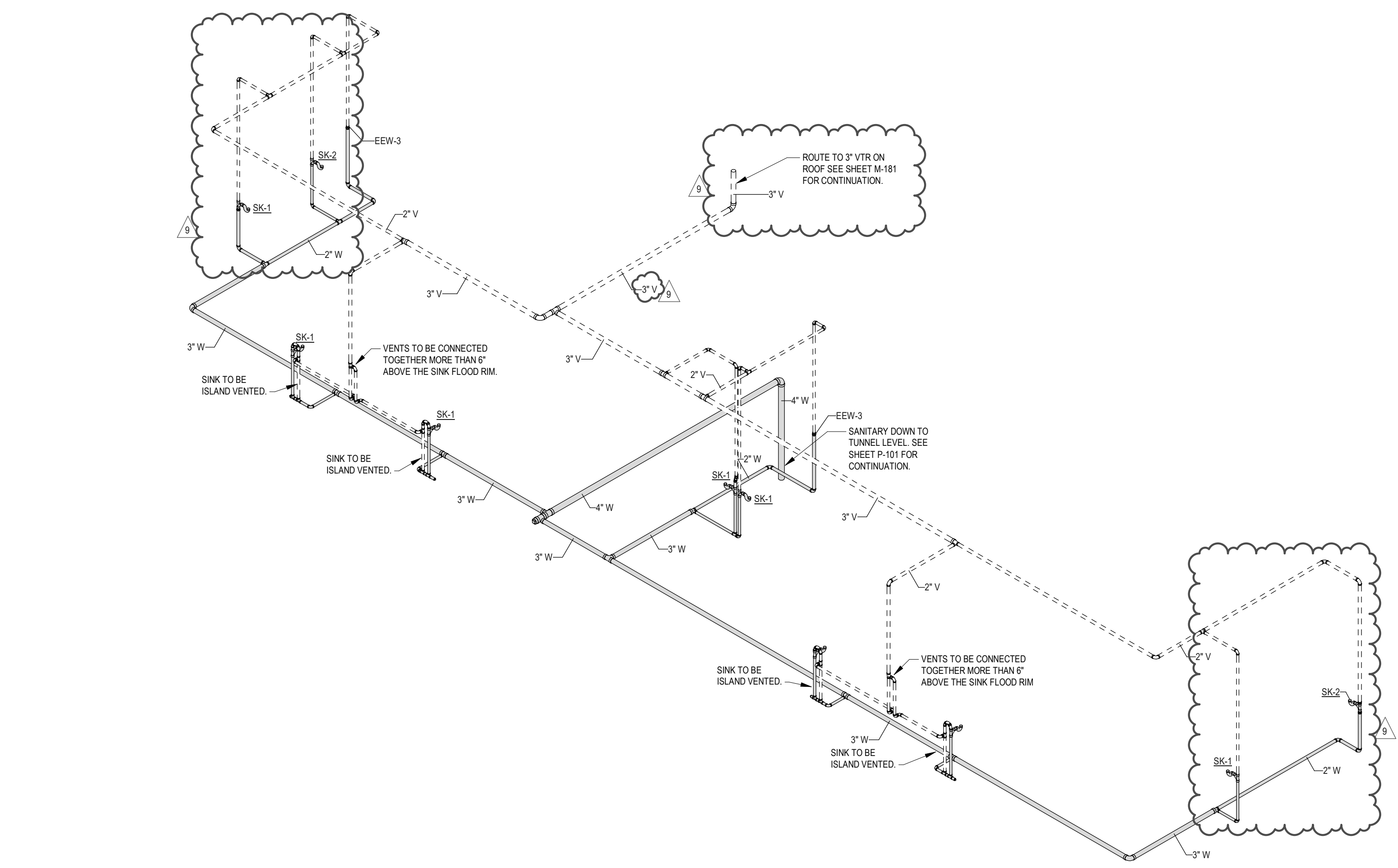
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**DRAWING TITLE**

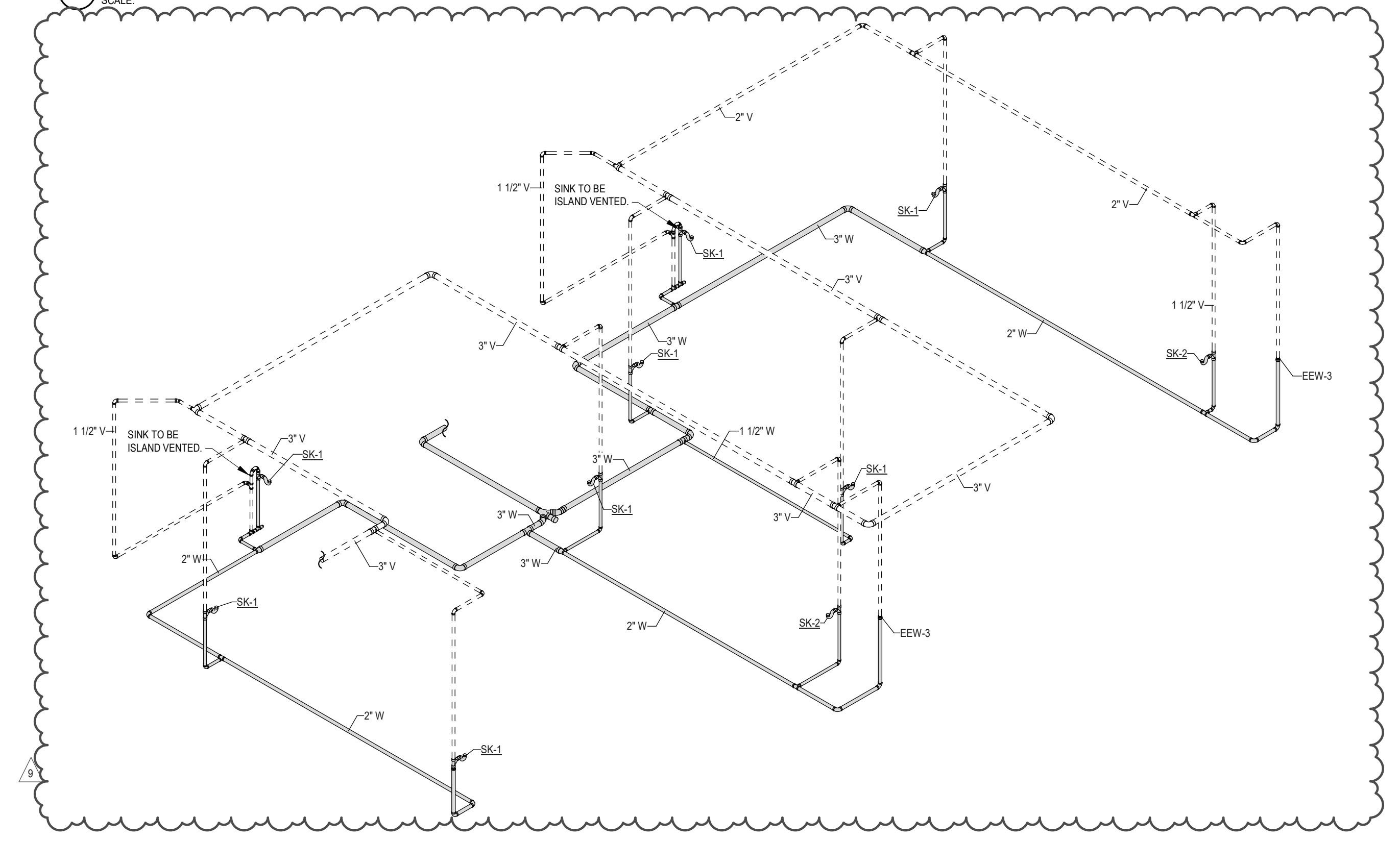
**WASTE AND  
VENT RISER  
DIAGRAM**

**DRAWING NUMBER**

**P-500**



**1 1ST FLOOR LAB ROOM SANITARY RISER**



**2 3RD FLOOR LAB ROOM SANITARY RISER - ADD ALTERNATE #3**

*Scott A. Vander Heiden*  
Signature

SCOTT A. VANDER HEIDEN  
Name

11-22-2021 40918  
Date License #

PROJECT

**JUSTICE PAGE  
MIDDLE  
SCHOOL  
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MINNEAPOLIS PUBLIC SCHOOLS  
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	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
9	08/05/2022	PR 15

Project Number: MPS2101

Date: 11/22/2021

Drawn By: RGO/LMH

Checked By: SAV

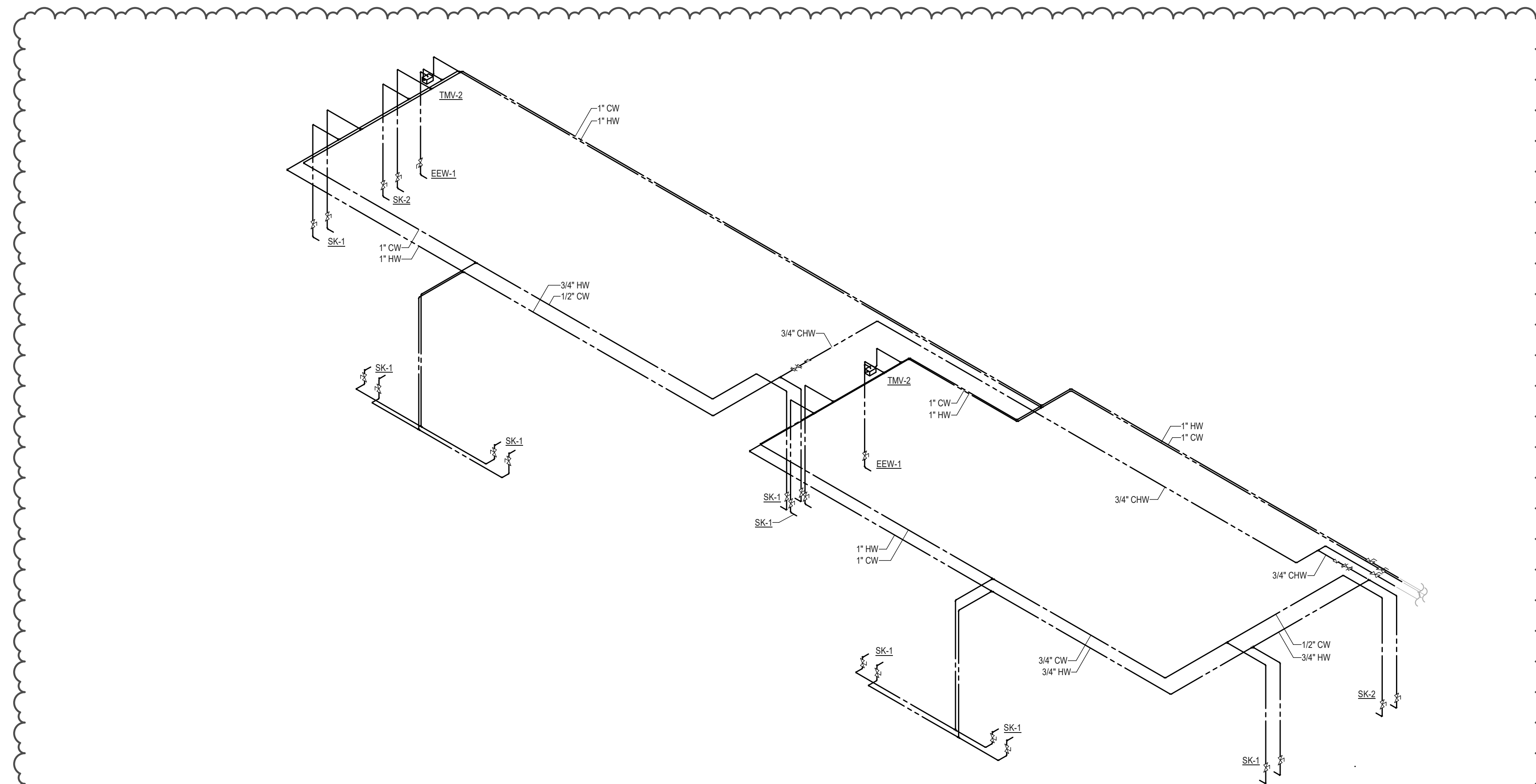
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DRAWING TITLE

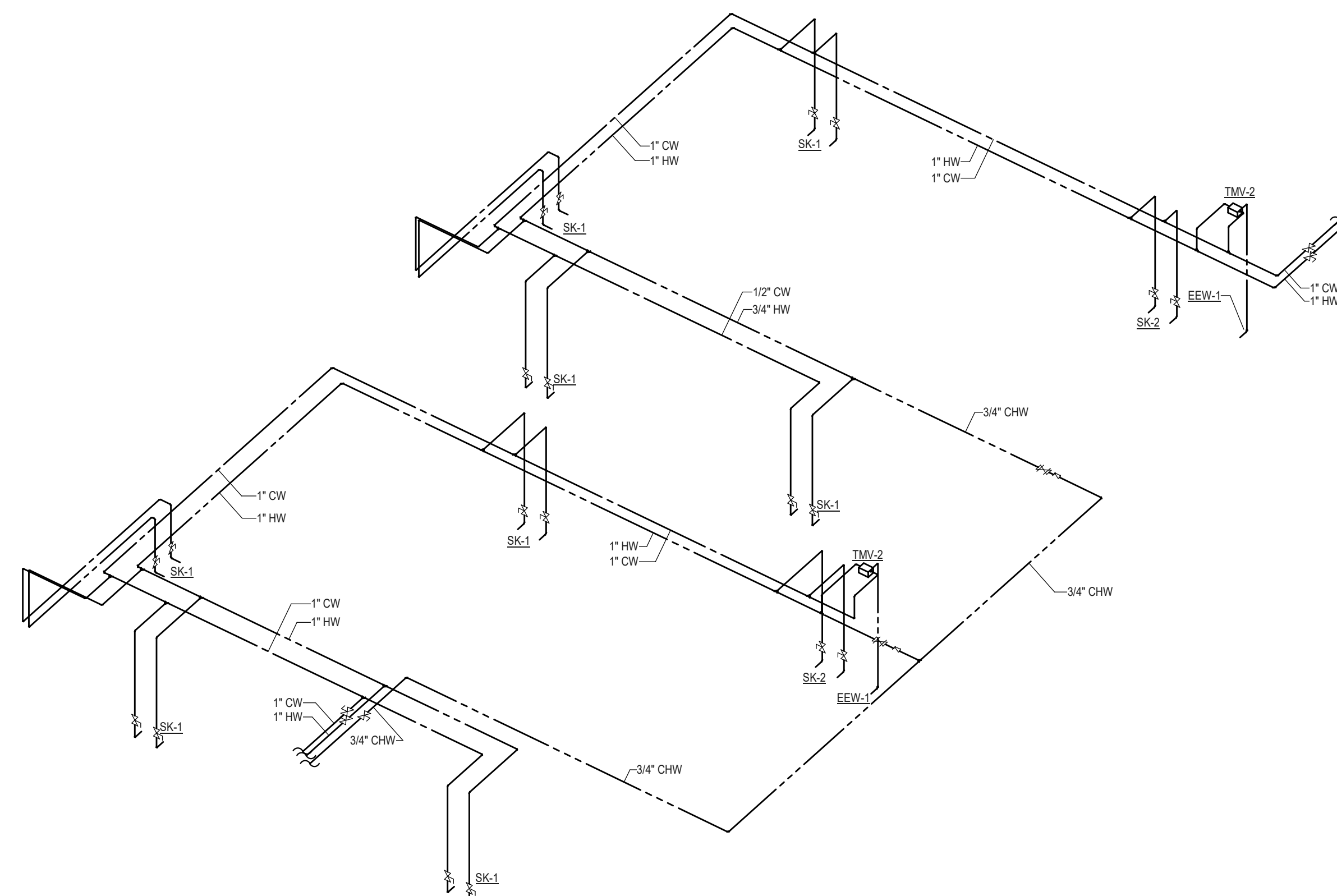
**DOMESTIC  
WATER RISER  
DIAGRAM**

DRAWING NUMBER

P-501



1 1ST FLOOR LAB ROOM DOMESTIC RISER  
SCALE:



2 3RD FLOOR LAB ROOM DOMESTIC RISER - ADD ALTERNATE #3  
SCALE:

PROJECT

**JUSTICE PAGE  
MIDDLE  
SCHOOL  
ADDITION AND  
RENOVATION**

MINNEAPOLIS PUBLIC SCHOOLS  
MPS OP# 22-2211  
1 WEST 49TH STREET  
MINNEAPOLIS, MN.

REVISED

Mark	Date	Description
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
9	08/05/2022	PR 15

Project Number: MPS2101

Date: 11/22/2021

Drawn By: RGO/LMH

Checked By: SAV

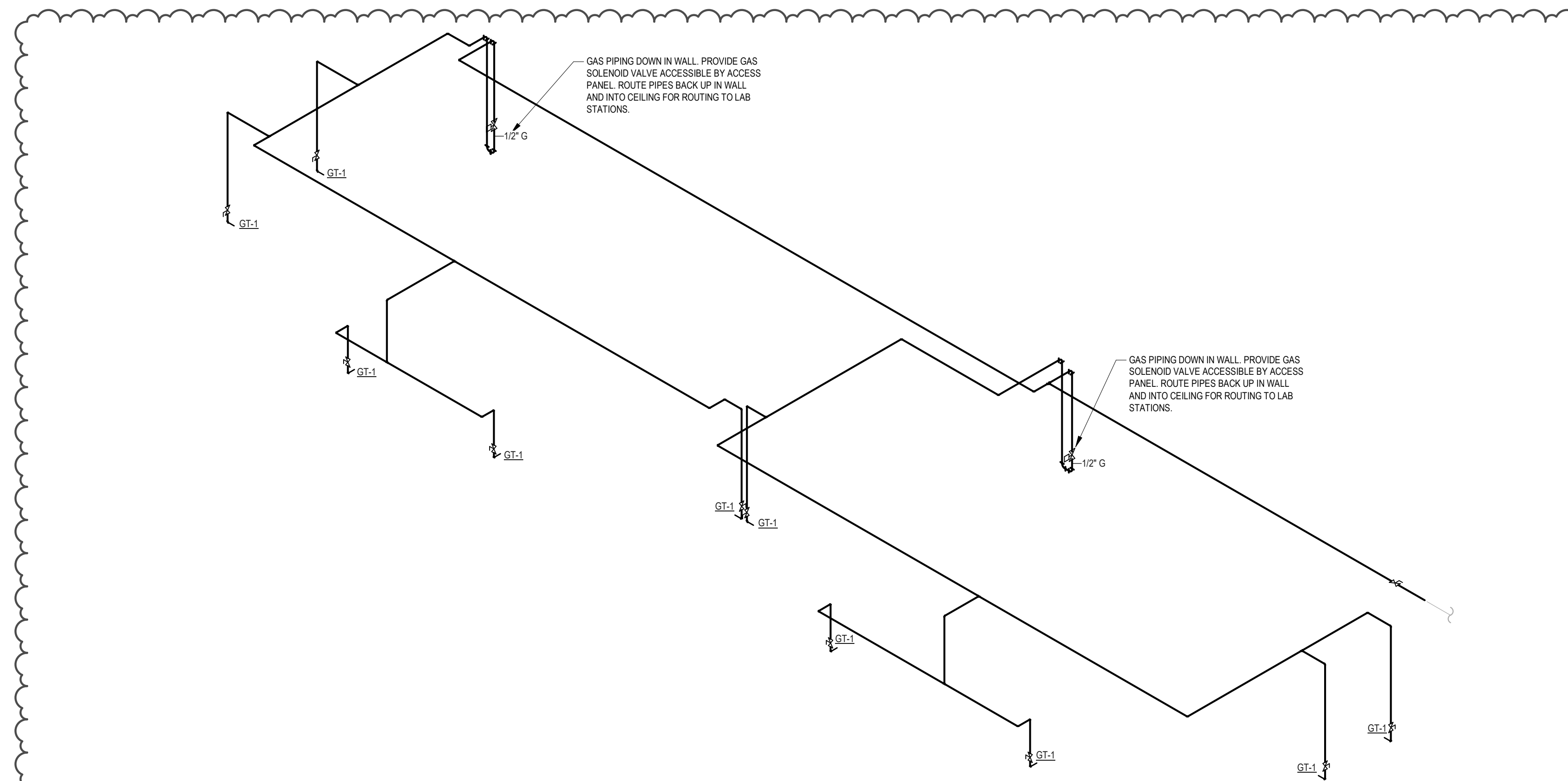
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DRAWING TITLE

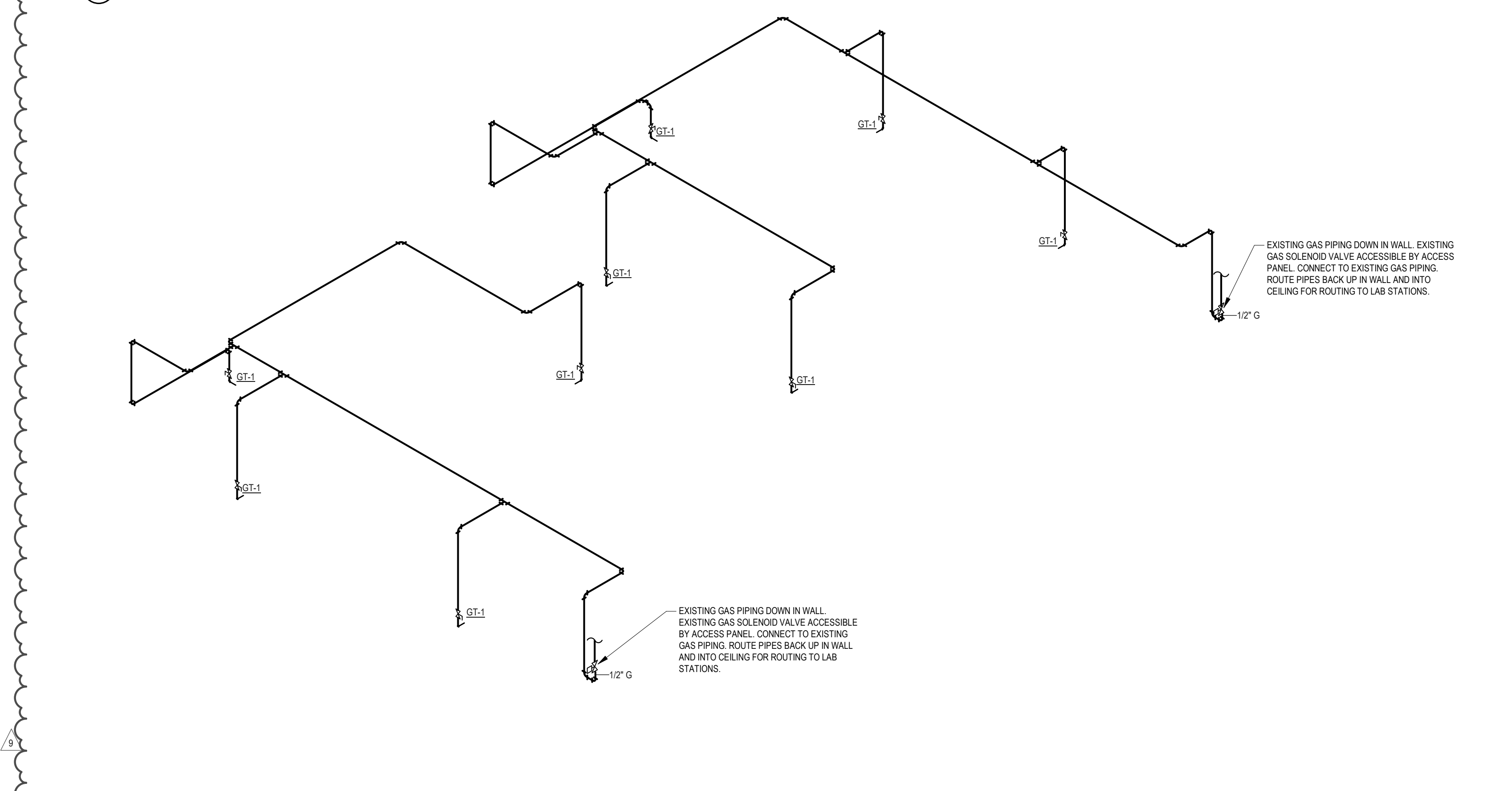
**NATURAL GAS  
RISER DIAGRAM**

DRAWING NUMBER

P-502



① 1ST FLOOR LAB ROOM NATURAL GAS RISER  
SCALE:



② 3RD FLOOR LAB ROOM NATURAL GAS RISER - ADD ALTERNATE #3  
SCALE:



**COR 007 ASI 002 - Structural Details**

**DESCRIPTION:** Pricing for the changes to the details on ASI 02.

Schedule Impact: N/A

**PROJECT :** MPS - Justice Page  
**DATE :** 5/17/22 **TIME** 20:38:17  
**PROJECT MANAGER:** Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
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Amerect	1	LS			1703.00	0.00	0.00	1703.00
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						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								
<b>SUBTOTALS</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,703.00</b>

TOTAL LABOR	\$ -
TOTAL MATERIAL	\$ -
TOTAL SUBCONTRACTS	\$ 1,703.00

**SUBTOTAL** **\$ 1,703.00**

10% O&P on Labor and Material:	\$ -	\$ -
5% O&P on Subcontracts:	\$ 1,703.00	\$ 85.15
3% Bond/Insurance:	\$ 1,703.00	\$ 51.09

**TOTAL** **\$ 1,839.24**



4-21-2022

Danial Hannover

**SHEEHY**

Regarding: Justice Page Middle School Addition & Renovation  
10 West 50<sup>th</sup> Street  
Minneapolis, MN 55419

ASI 002  
RECEIVED: 4-19-2022

Dear Dan,

See below for the cost impacts associated with ASI 002.

Please let us know if you have any questions or concerns.  
Sincerely,

Caleb Riermann  
Amerect, Inc.  
651-272-6607

**Scope:**

- Added fastening at new post & added angles per 7/S701 & 4/S702
  - ADD \$917.00
- Added angles, fastening, & plate per 1 & 5/S702
  - ADD \$786.00

**Total Change Price for ASI 002: \$1,703.00**



## SUPPLEMENTAL INSTRUCTIONS

ASI 002

Date:	4/19/2022
Project:	Justice Page Middle School Addition and Renovation
	Miller Dunwiddie Project No. MPS2101
RE:	<b>STRUCTURAL DETAILS</b>
To:	Danial Hanover, Sheehy Construction
From:	Jean Turck, Phil Koktan

**These supplemental instructions are provided to clarify the Work. Proceeding with this Work does not represent a change in the Contract Sum or Contract Time.**

### DESCRIPTION

This is to clarify structural detailing by updating details on the attached sheets.

### ATTACHMENTS

Drawing Sheet: S201, S501, S503, S701, S702

**C:** Paul May, Miller Dunwiddie  
Matt Thomas, MBJ  
Phil Koktan, MBJ  
Diedra Geye, MPS

**JUSTICE PAGE  
MIDDLE  
SCHOOL  
ADDITION AND  
RENOVATION**

MINNEAPOLIS PUBLIC SCHOOLS

MPS OP# 22-2211

10 WEST 50TH STREET  
MINNEAPOLIS, MN 55419

REVISED

Mark	Date	Description
1	12/7/2021	ADDENDUM #2
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
2	04/19/2022	ASI 002

Project Number: MPS2101

Date: 11/22/2021

Drawn By: JJH

Checked By: PDK

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DRAWING TITLE

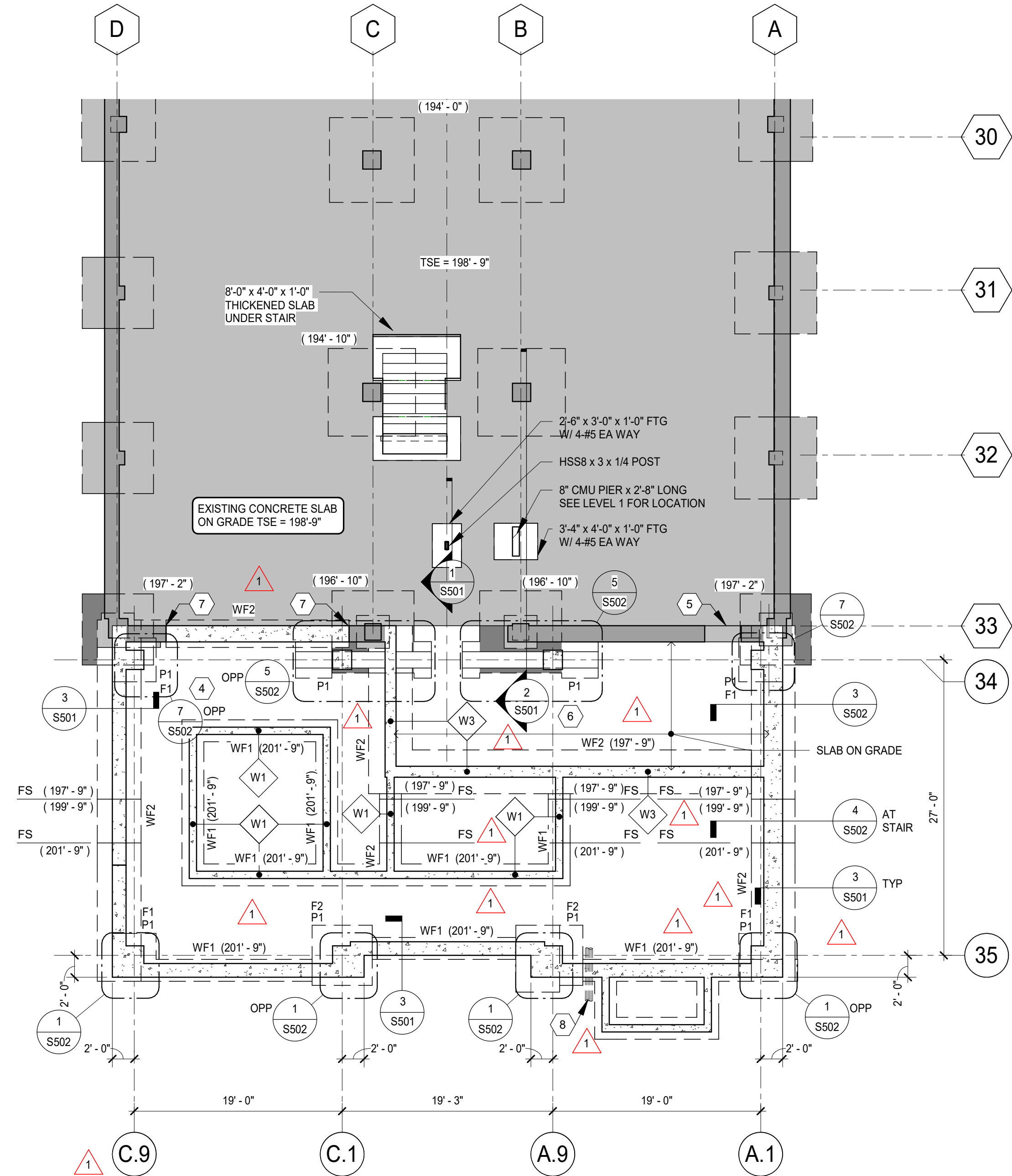
**FOUNDATION  
AND LEVEL 1  
FRAMING PLAN**

DRAWING NUMBER

**S201**



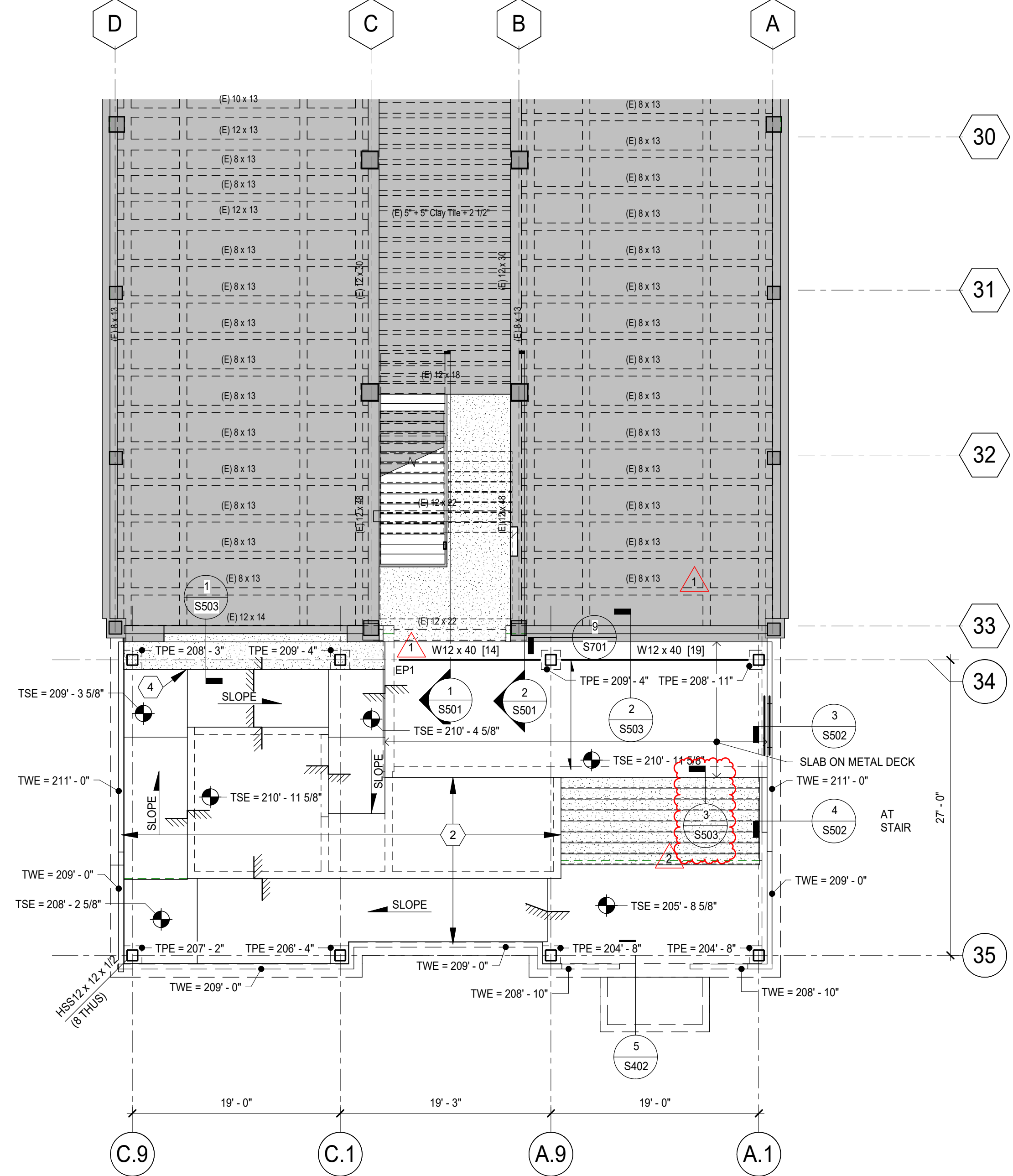
PROJECT  
NORTH



**1 FOUNDATION PLAN**  
1/8" = 1'-0"

**PLAN NOTES**

1. TOP OF FOOTING ELEVATION NOTED ON PLAN AS (XX'-XX").
2. ALL FOOTINGS ARE CENTERED UNDER WALLS AND COLUMNS UNLESS DETAILED OTHERWISE.
3. SEE TYPICAL FOUNDATION DETAILS FOR UTILITY PENETRATIONS THROUGH FOUNDATIONS. VERIFY LOCATIONS AND ELEVATIONS WITH MECHANICAL DRAWINGS.
4. TOP OF PIER ELEVATION NOTED ON PLAN AS (XX'-XX").
5. TYPICAL SLAB ON GRADE: 4" CONC SLAB W/ #4 AT 16" ON CENTER EACH WAY. TSE = 198'-9". MATCH EXISTING.
6. PROVIDE THICKENED SLAB-ON-GRADE UNDER NON-LOAD-BEARING MASONRY WALLS AND STAIR STRINGER BASES AS SHOWN IN THE TYPICAL DETAILS. SEE ARCHITECTURAL DRAWINGS FOR EXTENT AND LOCATIONS OF THESE ELEMENTS.
7. SEE ARCHITECTURAL FOR DEMOLITION EXTENTS OF EXISTING STRUCTURE.
8. FOR SLAB JOINT LAYOUTS, SEE GENERAL STRUCTURAL NOTES FOR CRITERIA. FOR TYPICAL CONTROL AND CONSTRUCTION JOINTS SEE TYPICAL SLAB JOINTING DETAILS.
9. SEE ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION, INCLUDING LOCATIONS AND DIMENSIONS OF RAMPS, SLAB SLOPES, SLAB STEPS AND SLAB DEPRESSIONS.
10. VERIFY SIZE, LOCATION AND INVERT ELEVATIONS FOR ALL UTILITIES, SITE STRUCTURES, SUMPS AND DRAINS WITH CIVIL, MECHANICAL, ELECTRICAL AND ARCHITECTURAL DRAWINGS.
11. SEE CIVIL / LANDSCAPE DRAWINGS FOR PAVING AND SITE DETAILS AT THE BUILDING EXTERIOR.



**2 LEVEL 1 FRAMING PLAN**  
1/8" = 1'-0"

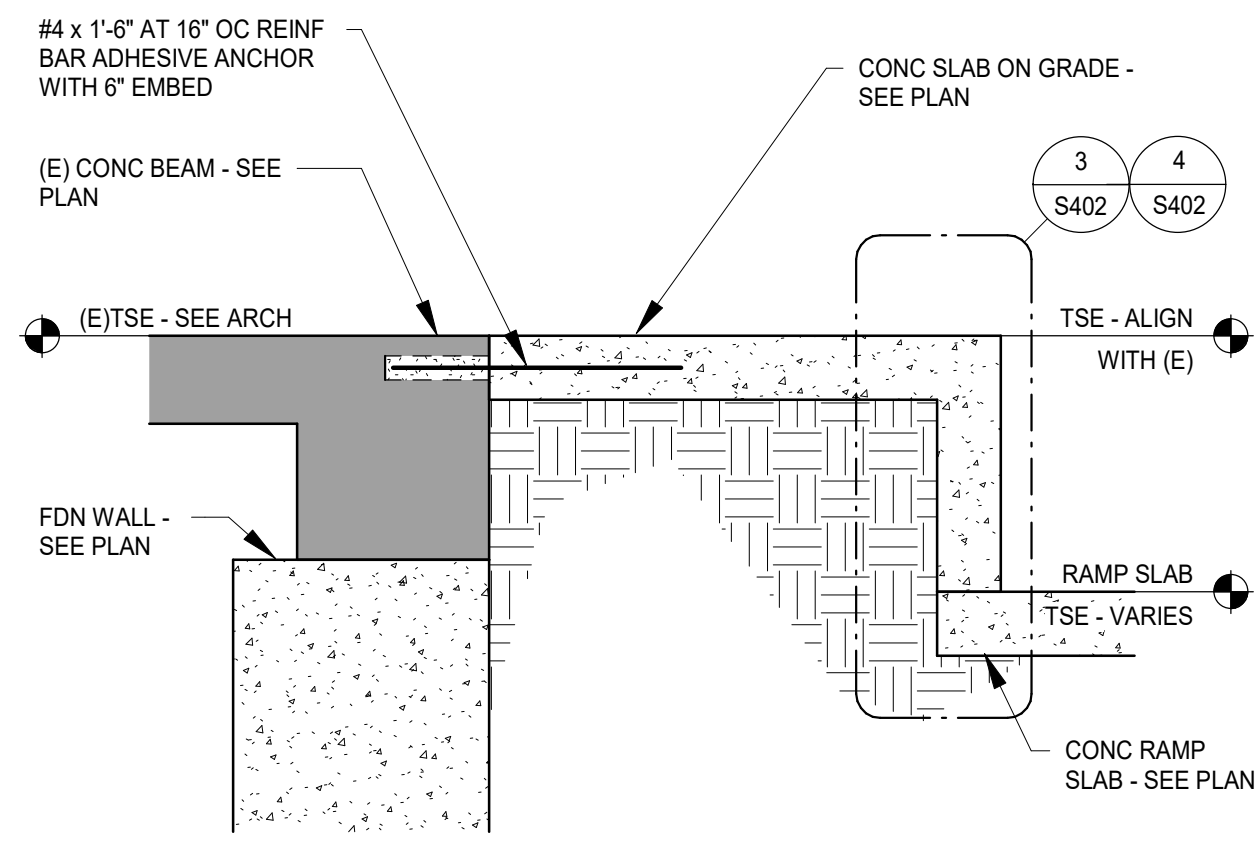
**PLAN NOTES**

1. TYPICAL SLAB ON GRADE: 4" CONC SLAB W/ #4 AT 16" ON CENTER EACH WAY.
2. TYPICAL SLAB ON METAL DECK: 4 1/2" NW CONC SLAB ON 3" - 16 GA COMP METAL DECK (7 1/2" TOTAL THICKNESS) W/ 6 x 6 - W2.1 x W2.1.
3. SEE PLAN AND SCHEDULES FOR COLUMN INFORMATION.
4. SEE ARCHITECTURAL FOR DEMOLITION EXTENTS OF EXISTING STRUCTURE.
5. VERIFY SIZE, LOCATION AND NUMBER OF ALL OPENINGS THROUGH FLOOR - OR - ROOF WITH ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS. SEE TYPICAL DETAILS FOR REQUIRED FRAMING AT OPENINGS.
6. SEE ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION, INCLUDING LOCATIONS AND DIMENSIONS OF RAMPS, SLAB SLOPES, SLAB STEPS AND SLAB DEPRESSIONS.
7. CONTRACTOR SHALL FIELD VERIFY EXISTING DIMENSIONS AFFECTING WORK, SEE GENERAL STRUCTURAL NOTES FOR ADDITIONAL REQUIREMENTS.

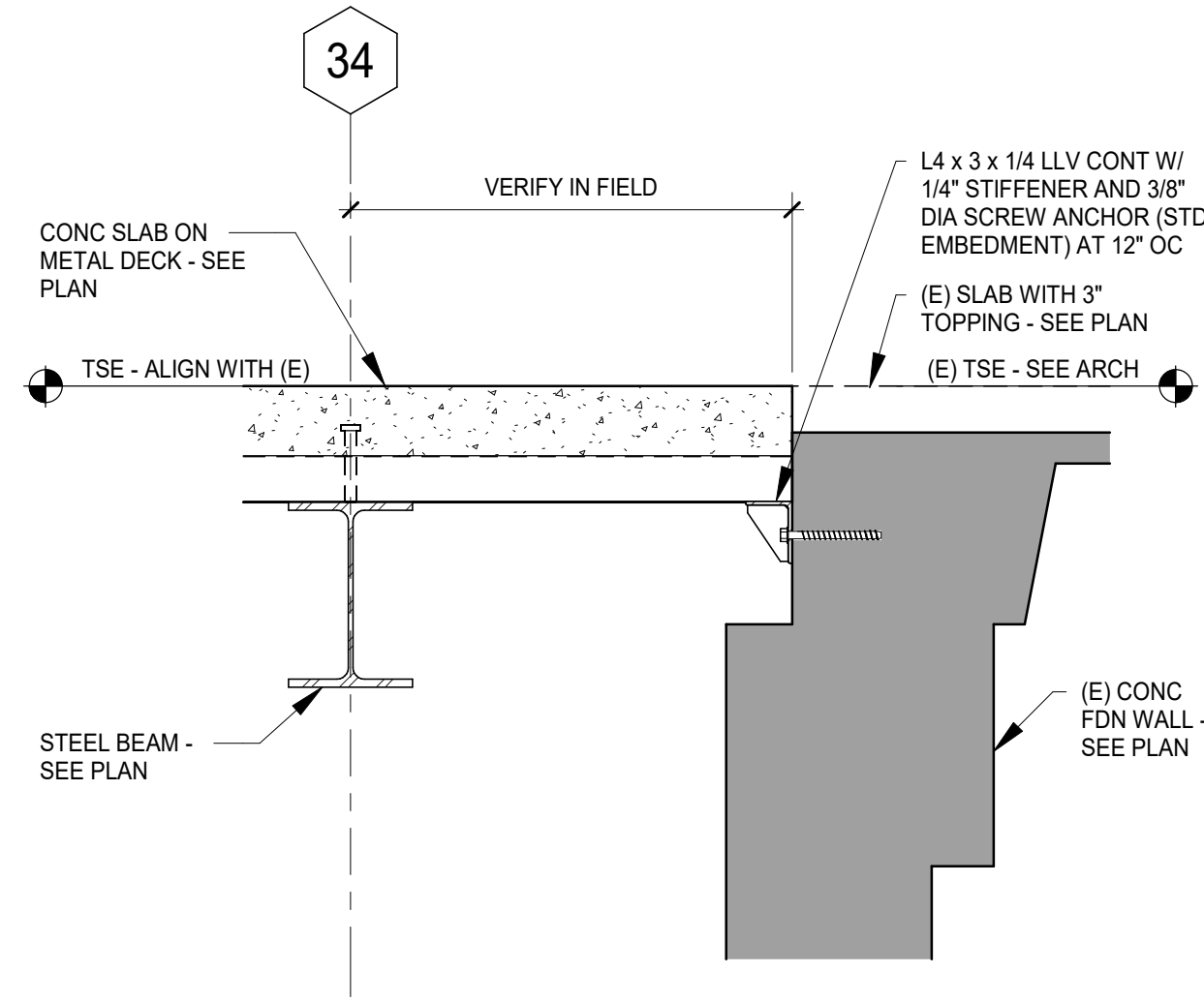
**KEYNOTES:**

- 1 DEMO PORTION OF (E) BEAM UNDER STAIR LANDING - SEE SECTION 2/ S501.
- 2 4" CONC SLAB ON GRADE - TYP AT RAMPS AND LANDINGS.
- 3 NOT USED.
- 4 DEMO EXISTING BAY WINDOW FOUNDATION WALL AND CONCRETE SLAB. DO NOT DAMAGE (E) CONC BEAM AT LEVEL 1 - SEE ARCH FOR INFILL WALL.
- 5 DEMO NEW OPENING IN EXISTING WALL. DO NOT OVERCUT AT CORNERS. SEE ARCHITECTURAL FOR SIZE AND LOCATION.
- 6 PROVIDE THICKENED SLAB BELOW 8" MASONRY INTERIOR WALL PER 6/S402. SEE ARCHITECTURAL.
- 7 DRILL AND EPOXY DOWELS WITH STANDARD EMBEDMENT TO MATCH NEW WALL REINFORCING. SEE 8/ S403.
- 8 STORM DRAIN THROUGH FOUNDATION WALL. SEE PLUMBING DRAWINGS. DROP WALL FOOTING TO BE 8" LOWER THAN BOTTOM OF PIPE.

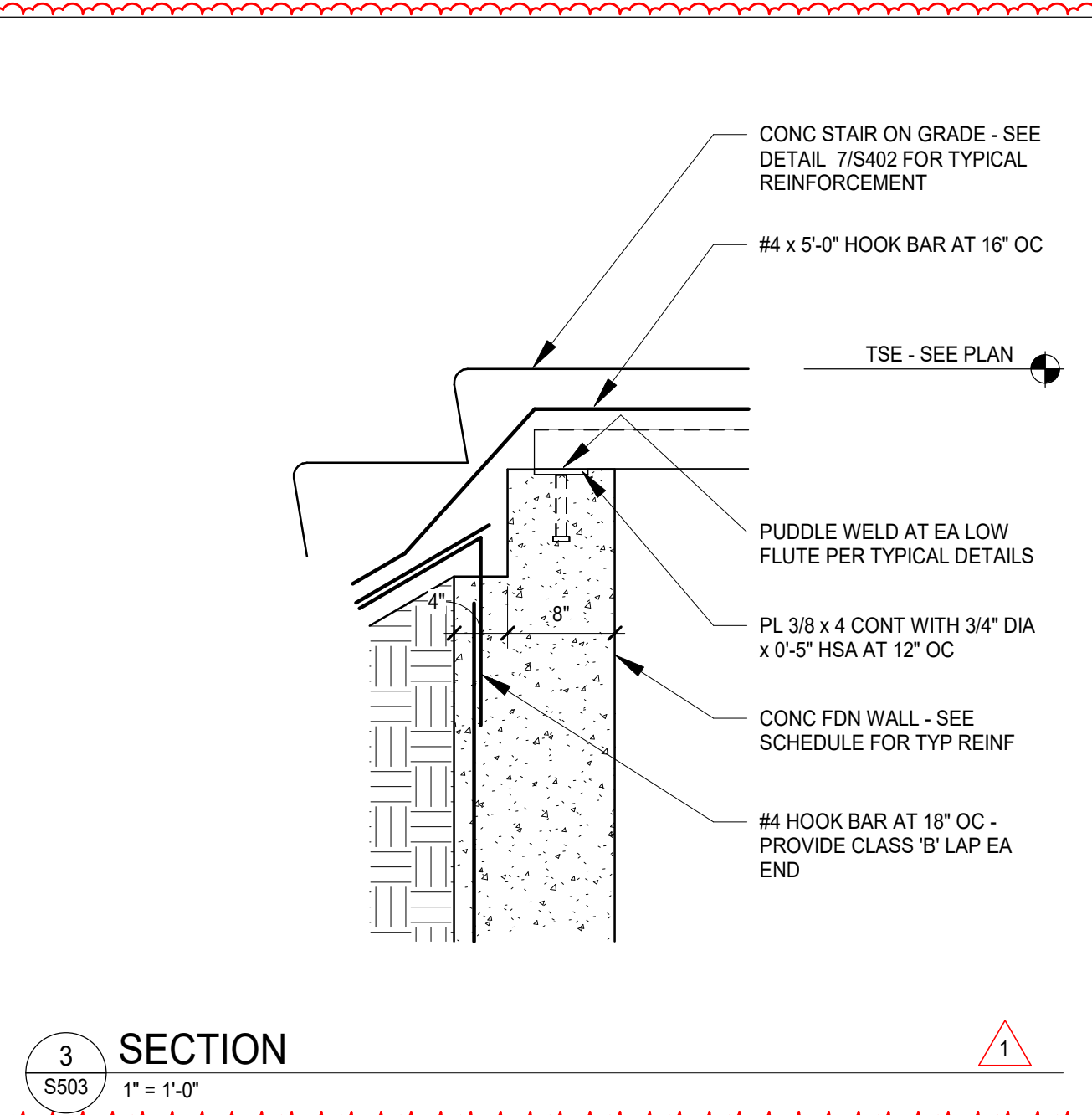




1 SECTION  
S503 1" = 1'-0"



2 SECTION  
S503 1" = 1'-0"



3 SECTION  
S503 1" = 1'-0"

C:\Users\jdundw\Documents\2021\1036\_MPS Junior Page Middle School\Drawings\FOUNDATION\2021\FOUNDATION.rvt

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

*Matt Thomas*

Signature  
MATT THOMAS  
Name  
11/22/2021  
Date 44681  
License #

**PROJECT**

**JUSTICE PAGE MIDDLE SCHOOL ADDITION AND RENOVATION**

MINNEAPOLIS PUBLIC SCHOOLS  
MPS OP# 22-2211  
10 WEST 50TH STREET  
MINNEAPOLIS, MN 55419

**REVISED**

Mark	Date	Description
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
1	04/19/2022	ASI 002

Project Number: MPS2101  
Date: 11/22/2021  
Drawn By: JJH  
Checked By: PDK

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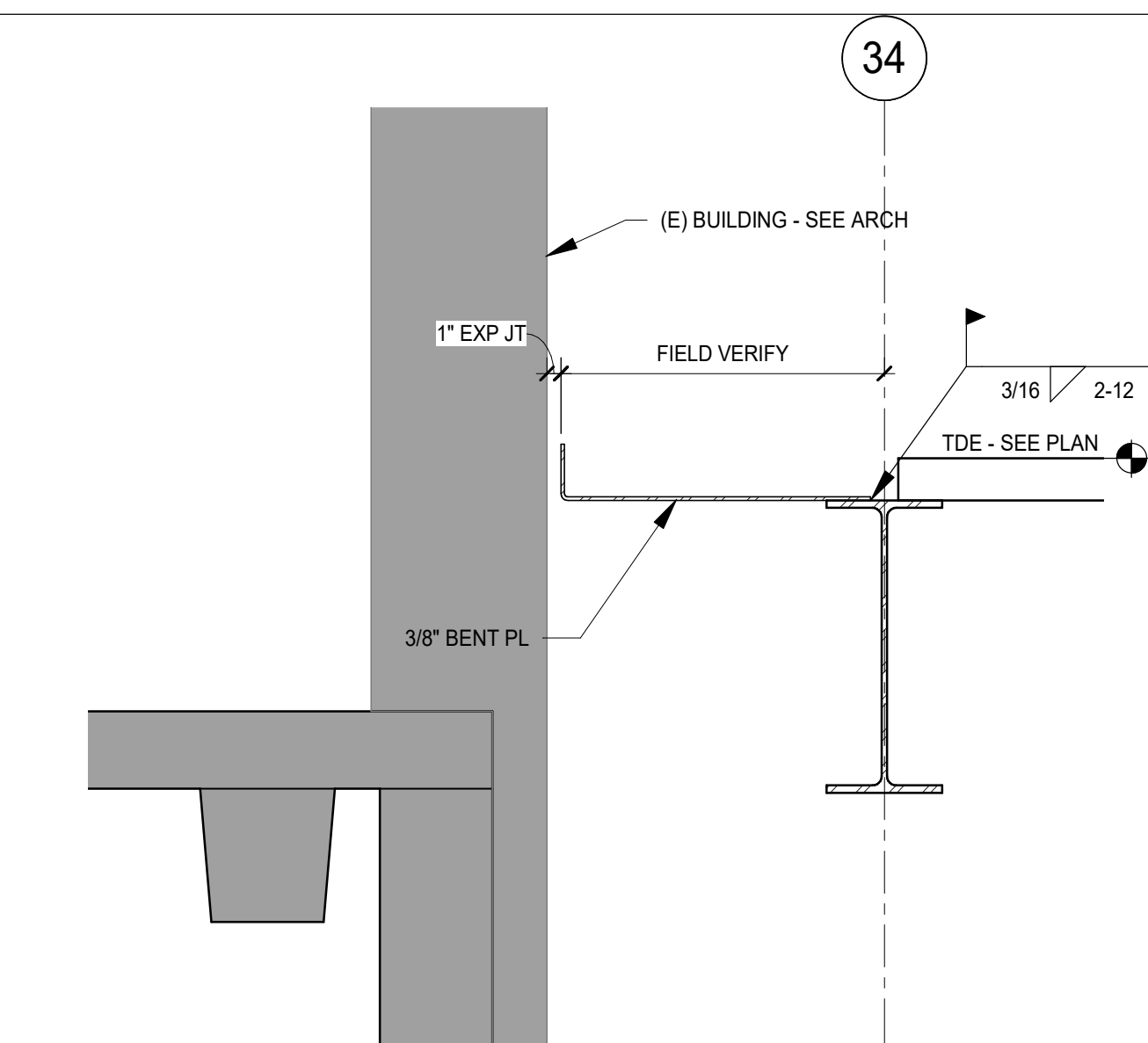
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**FOUNDATION DETAILS**

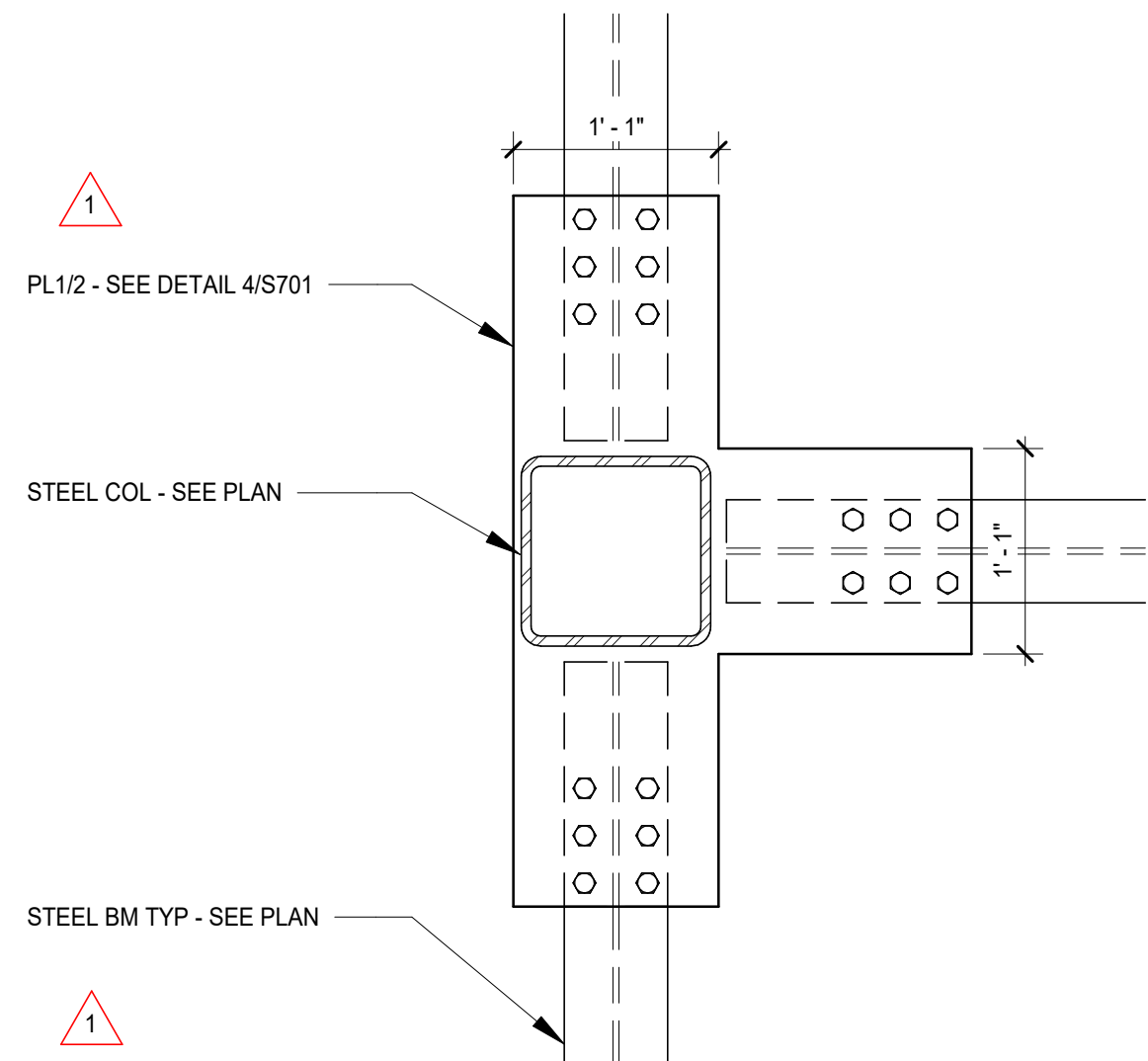
**DRAWING NUMBER**

**S503**

Mark	Date	Description
1	12/7/2021	ADDENDUM #2
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
2	04/19/2022	ASI 002

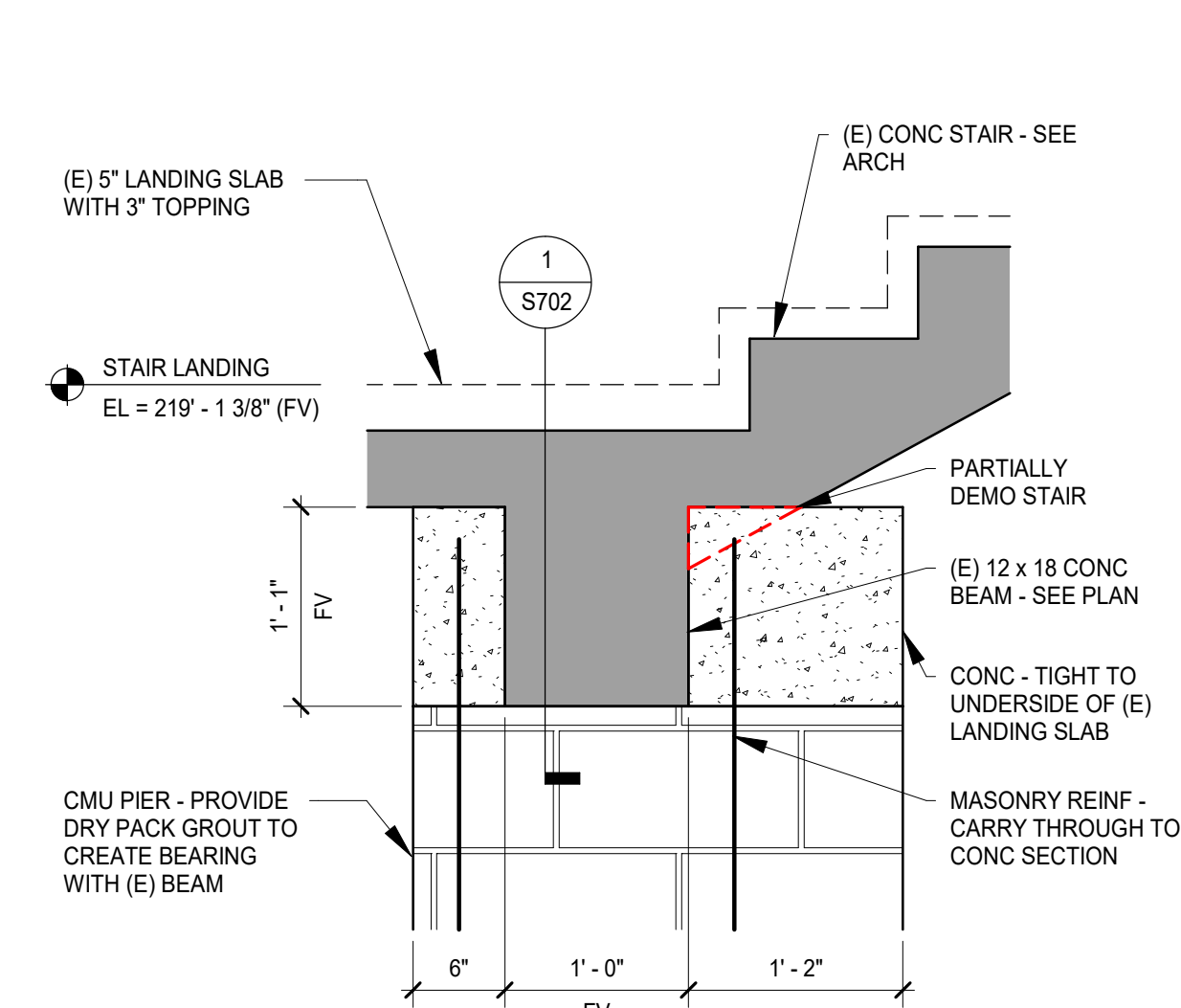


1 SECTION AT EXISTING BUILDING  
S701 1" = 1'-0"

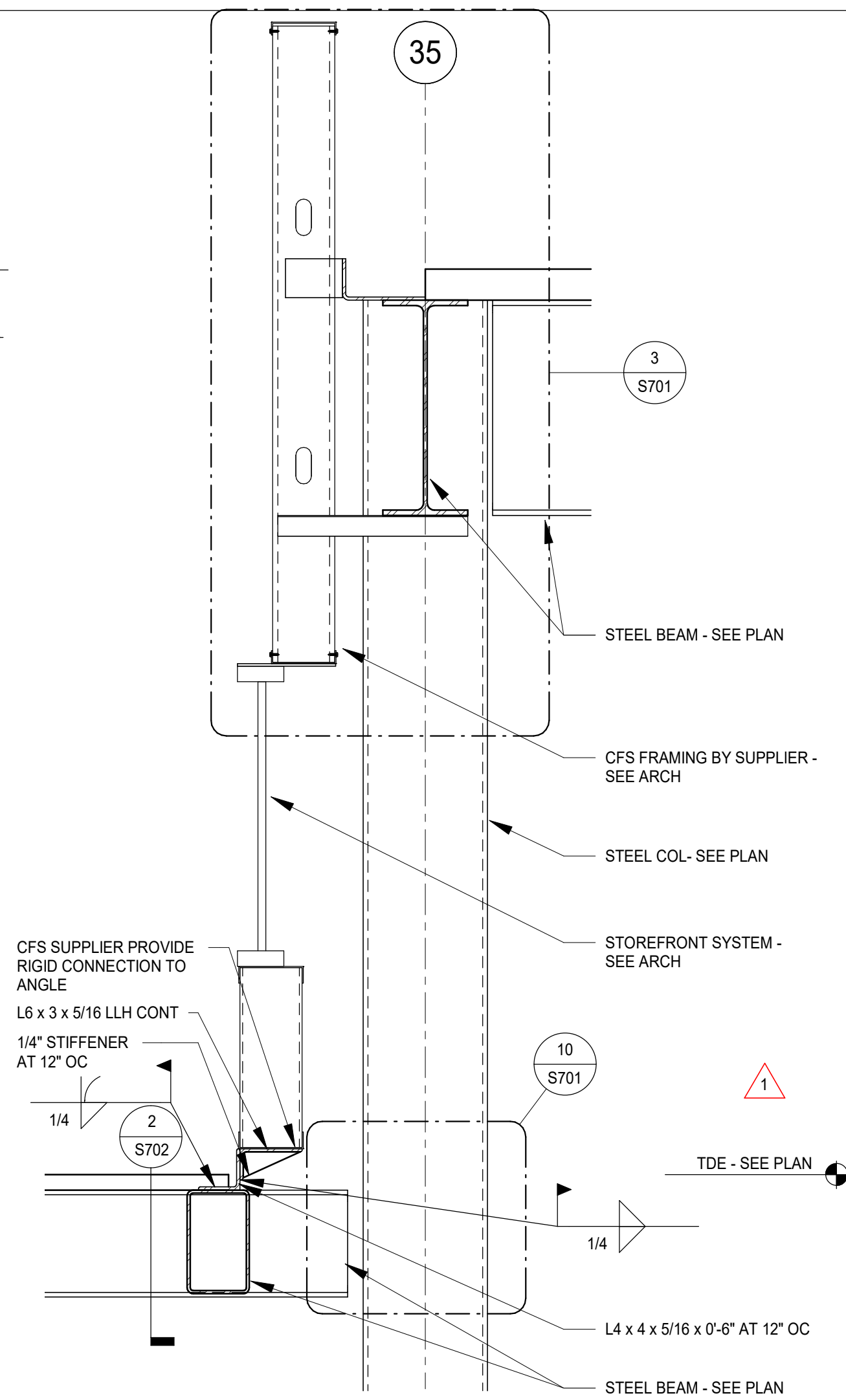


NOTE:  
1. CONTRACTOR'S OPTION TO FABRICATE IN TWO PIECES AND SPLICE WITH CJP WELD.

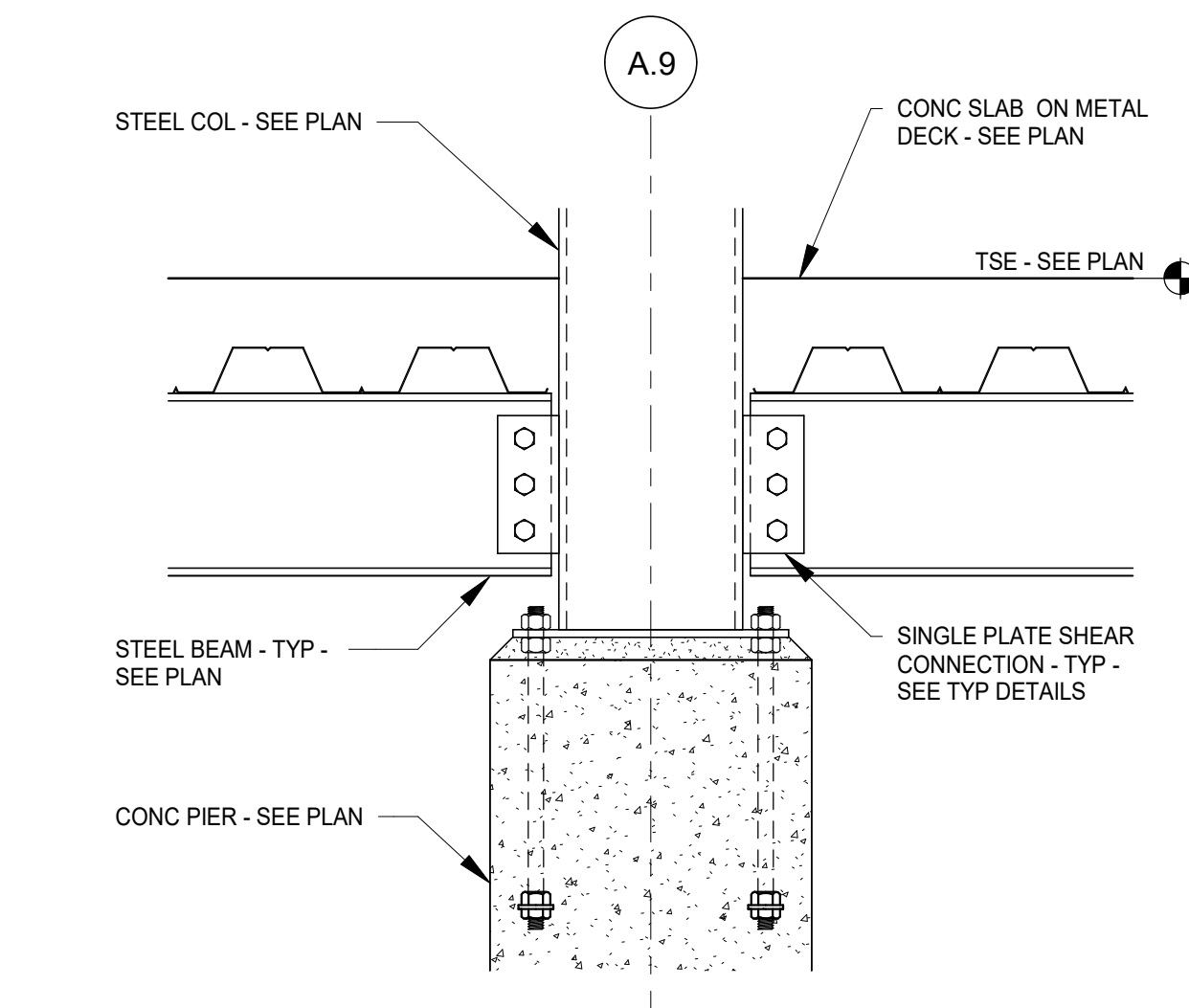
5 PLAN SECTION  
S701 1" = 1'-0"



8 SECTION  
S701 1" = 1'-0"

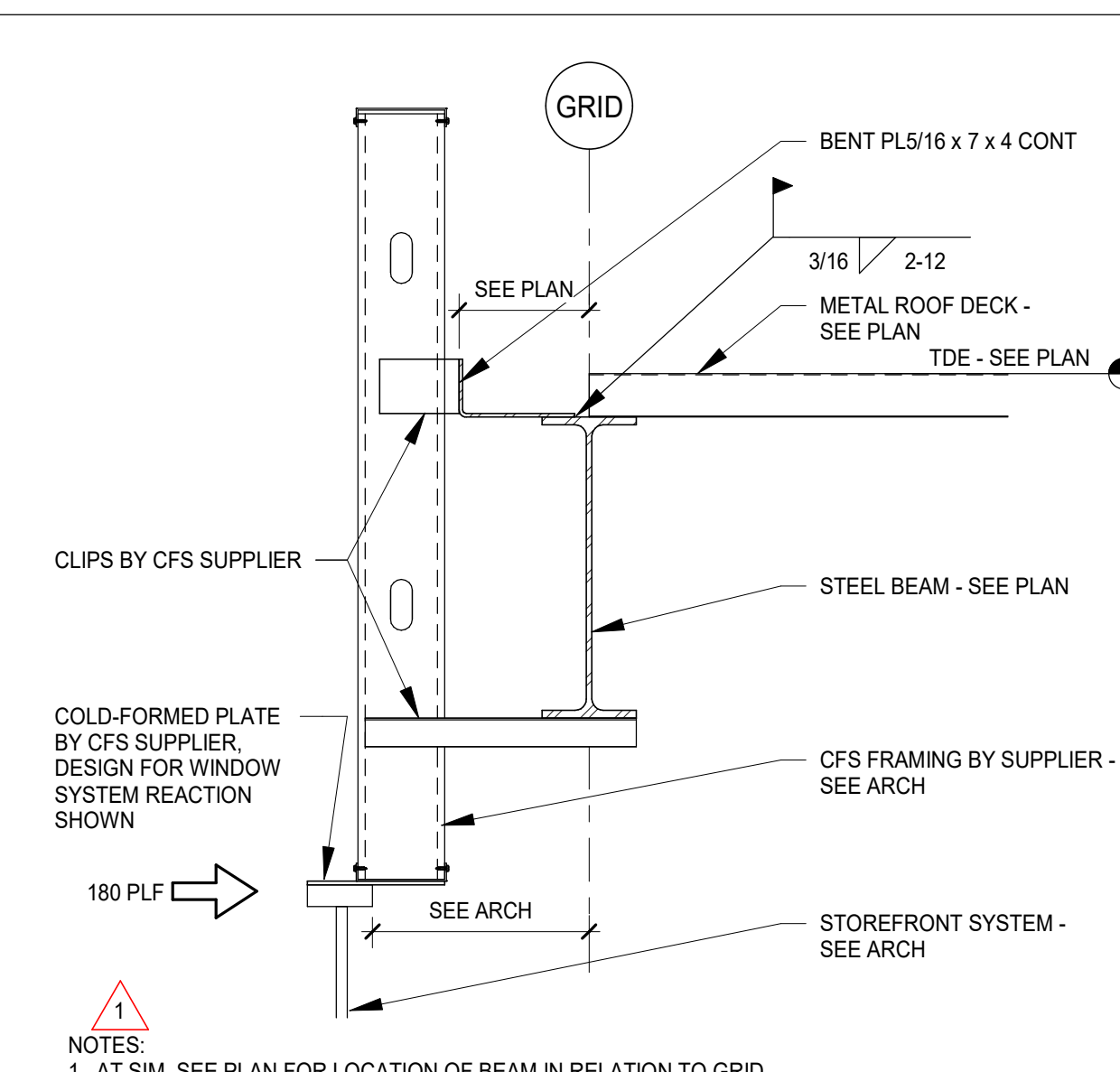


2 SECTION AT CANOPY  
S701 1" = 1'-0"

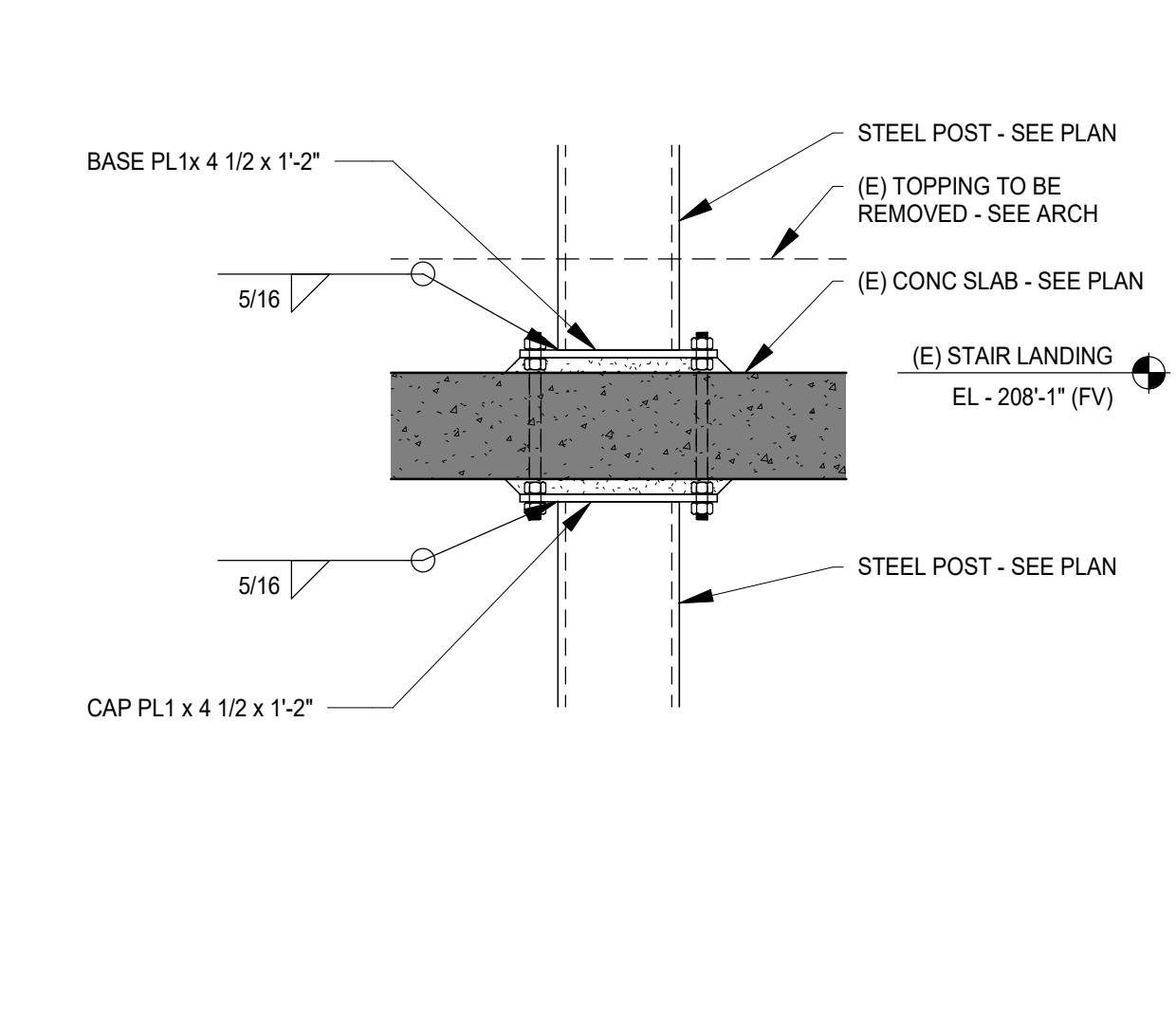


NOTE:  
1. FOR BASE PLATE AND ANCHOR ROD INFORMATION, SEE DETAIL 1/ S403.

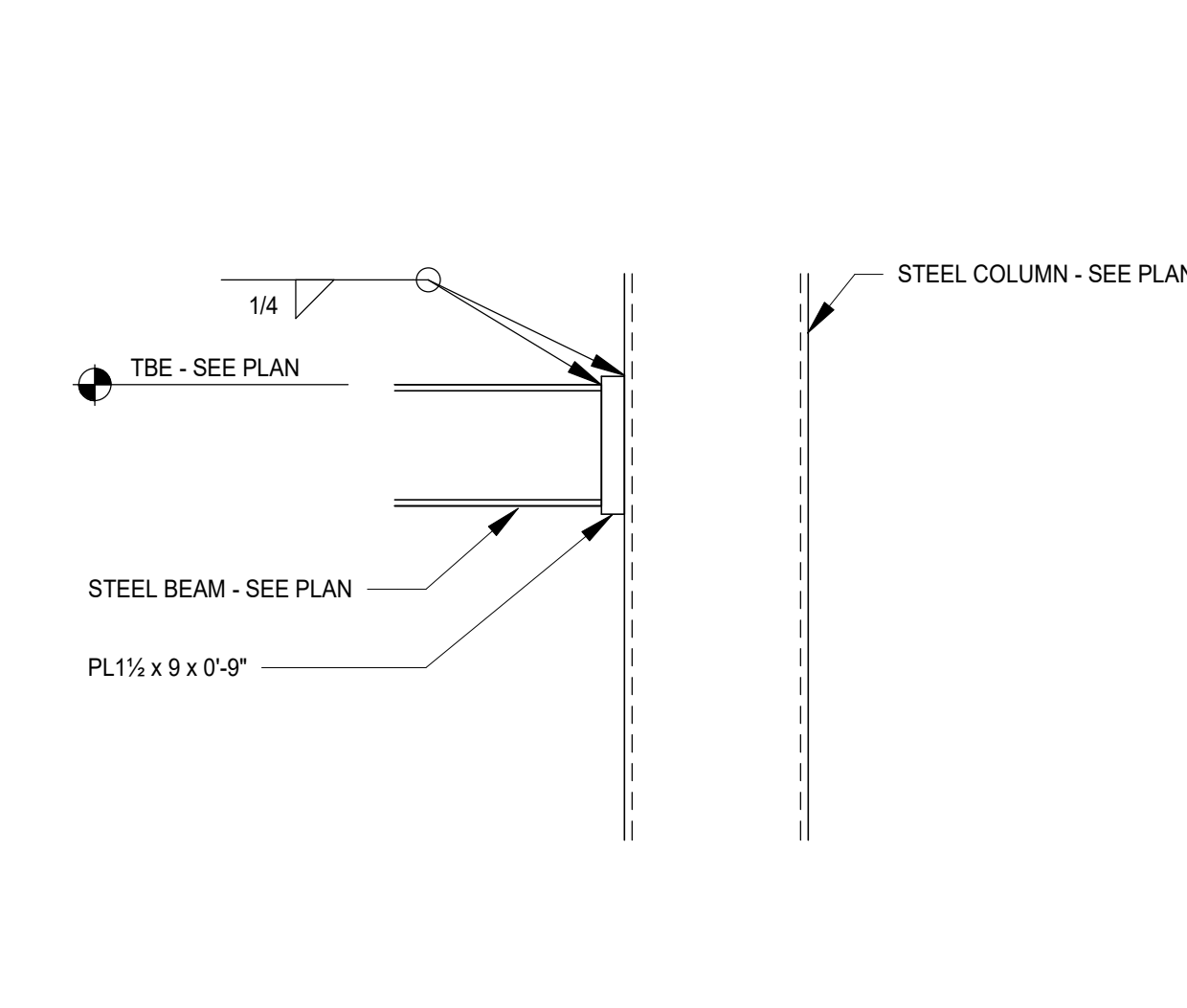
9 SECTION  
S701 1" = 1'-0"



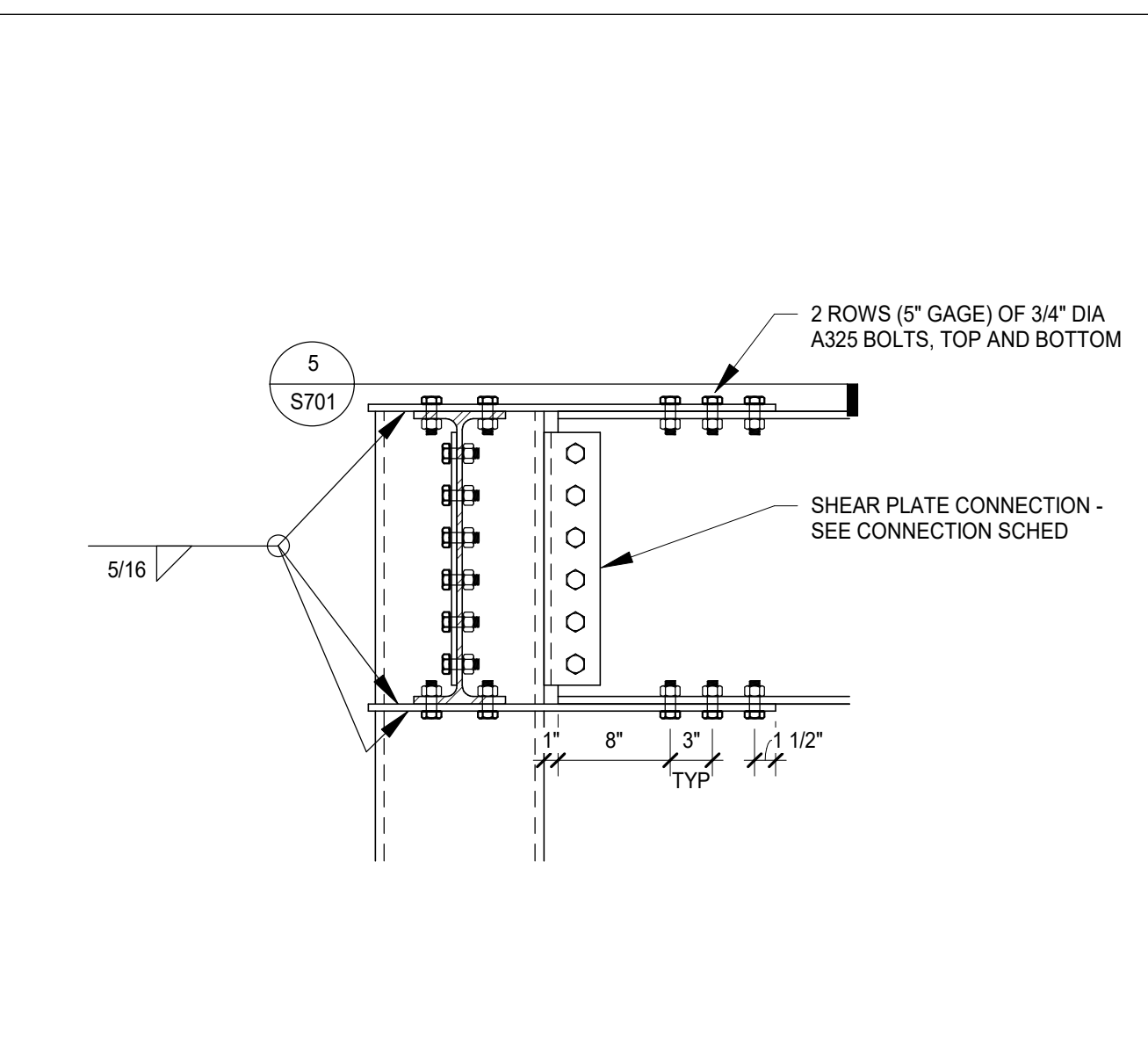
3 SECTION AT EXTERIOR  
S701 1" = 1'-0"



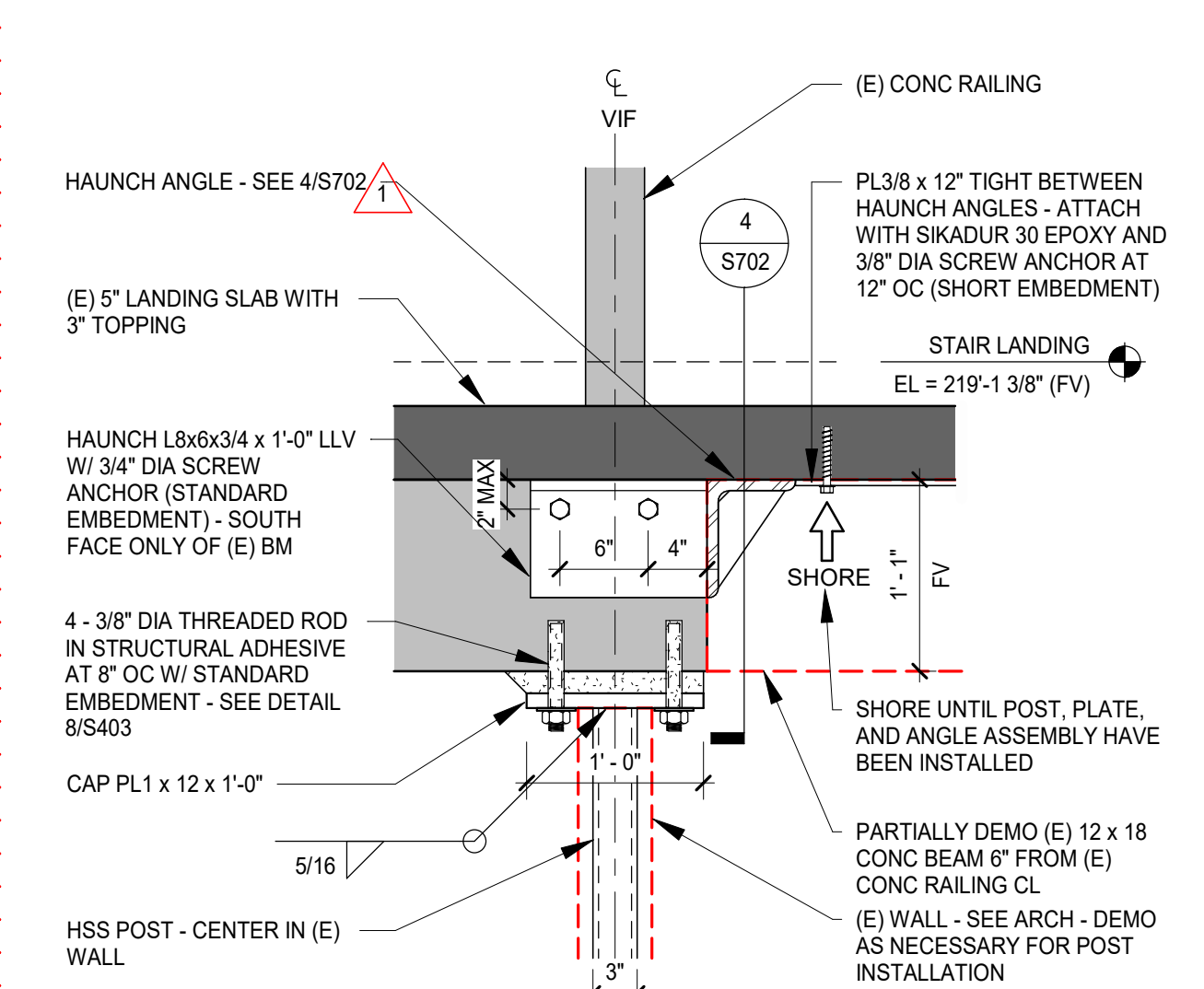
6 SECTION  
S701 1" = 1'-0"



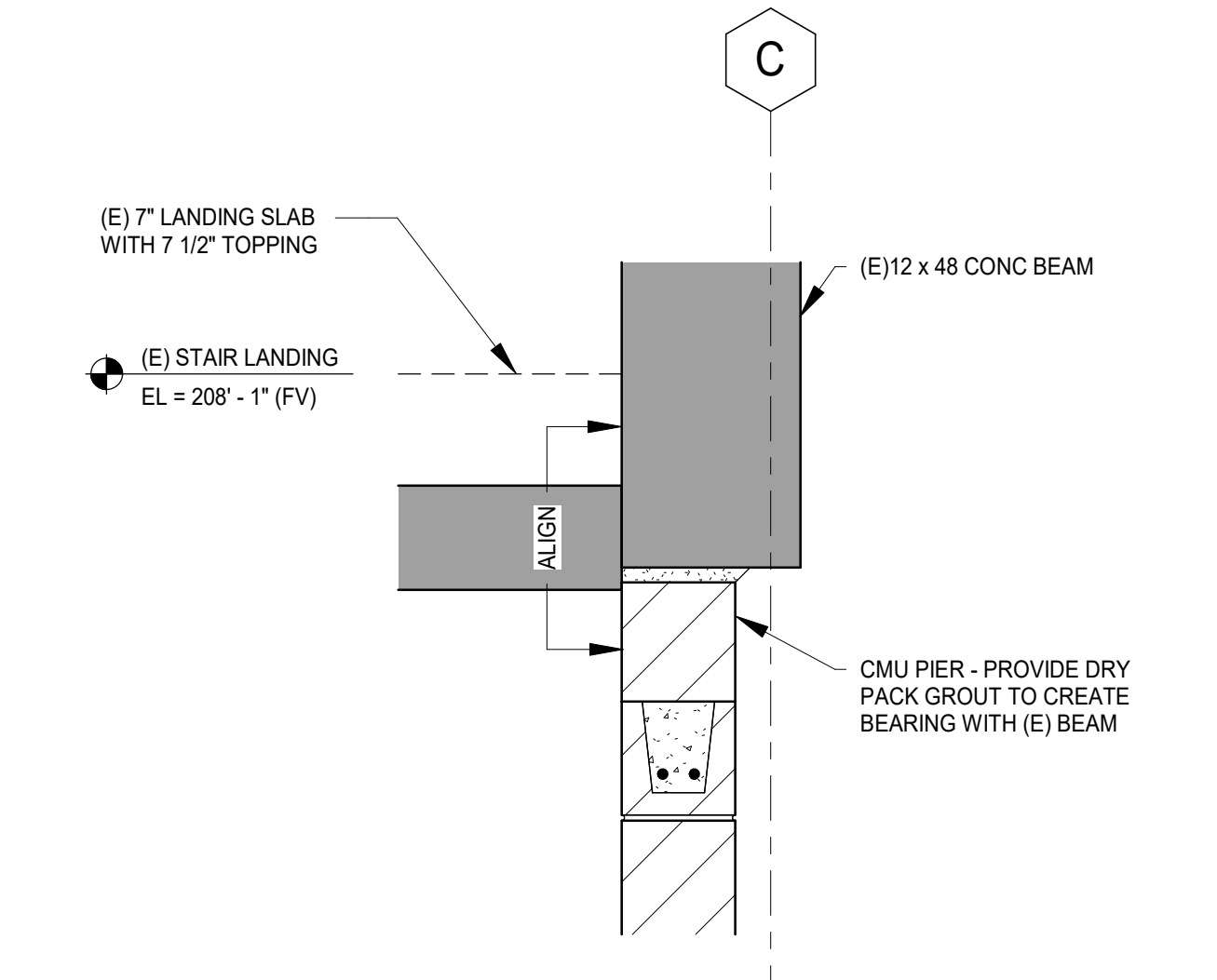
10 SECTION AT CANOPY  
S701 1" = 1'-0"



4 SECTION AT TYPICAL MOMENT CONNECTION  
S701 1" = 1'-0"



7 SECTION  
S701 1" = 1'-0"



11 SECTION  
S701 1" = 1'-0"





### COR 10 - RFI 52: Removal of Steam Piping

**DESCRIPTION:** Pricing for removal of steam piping back to main and cap and provide additional branch of hot water supply and return off new hydronic line serving new AHU.

Schedule Impact: N/A

**PROJECT :** MPS - Justice Page  
**DATE :** 7/12/22 **TIME** 08:58:38  
**PROJECT MANAGER:** Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
RJ Mechanical	1	LS			14881.21	0.00	0.00	14881.21
TCA	1	LS			1753.00	0.00	0.00	1753.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								
<b>SUBTOTALS</b>						\$ -	\$ -	\$ 16,634.21

TOTAL LABOR	\$ -
TOTAL MATERIAL	\$ -
TOTAL SUBCONTRACTS	\$ 16,634.21

**SUBTOTAL** **\$ 16,634.21**

10% O&P on Labor and Material:	\$ -	\$ -
5% O&P on Subcontracts:	\$ 16,634.21	\$ 831.71
3% Bond/Insurance:	\$ 16,634.21	\$ 499.03

**TOTAL** **\$ 17,964.95**



MN Lic. #005105PM

HPP #038327-CL

901 N. Industrial Park RD [Pat@rjmechanical.biz](mailto:Pat@rjmechanical.biz)  
PO Box 373 Phone 320-679-0602  
Mora, Mn. 55051 Fax 320-679-0356

RFI#52

To: Sheehy  
Attention: Dan Hannover

Project: Justice Page Middle School

**Description:** Removal of steam piping back to the main and cap  
Provide hot water supply and return off new hydronic lines serving the new AHU

Material Total: \$ 4,908.40  
Labor Total: \$ 6,429.06  
Subcontractor: \$ 3,543.75

TOTAL: \$ 14,881.21

Pat Pitman

Date: 6/27/2022





Commercial and Residential  
An Equal Opportunity Employer

**TWIN CITY ACOUSTICS, INC.**  
9449 SCIENCE CENTER DRIVE  
NEW HOPE, MN 55428  
P)763.535.6697 ♦ F)763.535.5309  
www.tcacoustics.com

**TO:** Sheehy Construction  
360 West Larpenteur Avenue  
St. Paul, MN 55113

Attention: Dan

**DATE:** July 12, 2022

**PROJECT:** Justice Page Middle School

**LOCATION:** Minneapolis, MN

**ADDENDUM:**

=====

We propose to furnish and install the following materials for the above referenced project in accordance with the terms and conditions listed below and in accordance with the project plans and specifications unless noted. Labor, materials and equipment necessary for the installation is included unless specifically stated to the contrary.

**RFI #52 CEILING REMOVE & REINSTALL**

**COST TO REMOVE & REINSTALL APPROXIMATELY 240 SQFT**

**MATERIALS: \$25.00**  
**LABOR (16 HOURS): \$1,728.00**

**TOTAL ADD: \$1,753.00**

**NOTE: PRICE ASSUMES TYPICAL LAYIN CEILING**

**NOTE: Dumpsters, sweeping & final cleaning to be furnished by General Contractor at no cost to Twin City Acoustics, Inc.  
No seismic bracing or compression struts figured.**

Material, labor and sales tax included in our quote.

This proposal is valid for 30 days from date of issue. TERMS: Net cash for 90% of value of materials delivered on the job and labor for installing materials for the job during the previous 30 day period; shall be due the 10<sup>th</sup> of the following month, balance net cash after 30 days after completion. All taxes now or hereafter levied by any Federal, State or local authority, upon sale of foregoing materials are not included in the price and shall be paid by the purchaser unless specifically stated otherwise in this proposal.

Accepted by: \_\_\_\_\_

**TWIN CITY ACOUSTICS, INC.**

Company: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_ Order No. \_\_\_\_\_

Derek Brinker  
**derek@tcacoustics.com**



**Sheehy Construction Company Inc.**  
360 WEST LARPEUR  
Saint Paul, Minnesota 55113  
P: 651 488-6691

**Project: 22-500 Justice Page M.S. Addition & Remodel**  
1 W 49th St  
Minneapolis, Minnesota 55419

## RFI #52: Fin Tube Radiators

<b>Status</b>	Closed on 06/23/22		
<b>To</b>	Scott Van der Heiden (Emanuelson-Podas, Inc.) Lisa Hillestad (Emanuelson-Podas, Inc.)	<b>From</b>	Danial Hannover (Sheehy Construction Company Inc.)
<b>Date Initiated</b>	Jun 20, 2022	<b>Due Date</b>	Jun 22, 2022
<b>Location</b>		<b>Project Stage</b>	
<b>Cost Impact</b>	TBD	<b>Schedule Impact</b>	TBD
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>	M400	<b>Reference</b>	
<b>Linked Drawings</b>			
<b>Received From</b>			
<b>Copies To</b>	Kermit Duncan (Miller Dunwiddie), Diedra Geye (Minneapolis Public Schools), Pat Pitman (RJ Mechanical, Inc.), Laura Stene (Miller Dunwiddie), Dave Weinzetl (Sheehy Construction Company Inc.)		

### Activity

#### Question

**Question from Danial Hannover Sheehy Construction Company Inc. on Monday, Jun 20, 2022 at 08:30 AM CDT**

The demo plans shown on M400 note 1 state to demo the steam and prepare for reconnecting to new FTR. Note 7 & 8 on the new install states for new hws/hwr down thru floor. There is no basement level drawings for the heating other than what is shown for the new mains going into the mechanical room m101. The schedule calls out for new FTR to be hot water as well but we did not see any hydronic water pipes to connect these.

Please advise.

**Attachments**

[20220617080015831.pdf](#)

#### Official Response

**Response from Lisa Hillestad Emanuelson-Podas, Inc. on Thursday, Jun 23, 2022 at 11:40 AM CDT**

Recommend the removal of steam piping back to main and cap. Provide additional branch of hot water supply and return off new hydronic line serving new AHU. See attached revised plans.

**Attachments**

[RFI 52 - FIN TUBE RADIATORS.pdf](#)

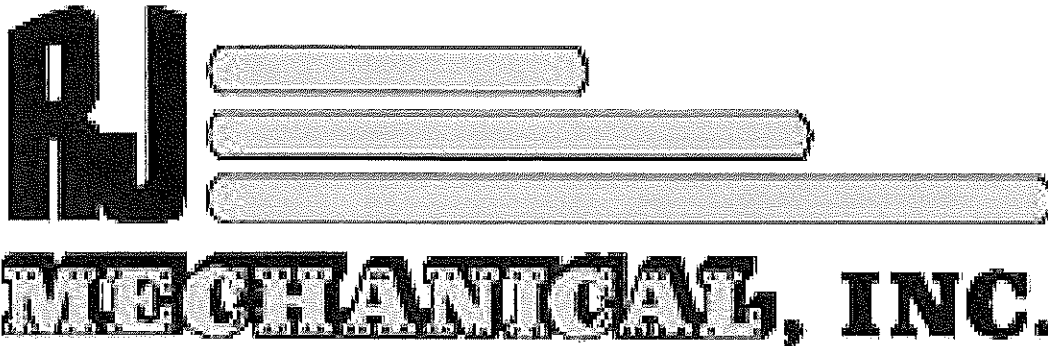
#### All Replies

**Response from Lisa Hillestad Emanuelson-Podas, Inc. on Thursday, Jun 23, 2022 at 11:40 AM CDT**

Recommend the removal of steam piping back to main and cap. Provide additional branch of hot water supply and return off new hydronic line serving new AHU. See attached revised plans.

**Attachments**

[RFI 52 - FIN TUBE RADIATORS.pdf](#)



## Request For Information

**Project:** Justice Page MS

**To:** Sheehy

**Date:** 6/17/2022

**Subject:** FTR

**Specification Section:**

**Reference Plan / Details:** M400

**Request:**

The demo plans shown on m400 note 1 state to demo the steam and prepare for reconnecting to new FTR. Note 7&8 on the new install states for new hws/hwr down thru floor. There are no basement level drawings for the heating other than what is shown for the new mains going into the mechanical room m101. The Schedule calls out for the new FTR to be hot water as well but we did not see any hydronic water pipes to connect to these.

Please advise

**Written By:** Pat Pitman

**Phone:** 320-679-0602

PROJECT

**JUSTICE PAGE  
MIDDLE  
SCHOOL  
ADDITION AND  
RENOVATION**

MINNEAPOLIS PUBLIC SCHOOLS  
MPS OP# 22-2211  
1 WEST 49TH STREET  
MINNEAPOLIS, MN.

REVISED

Mark	Date	Description
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
6	06/23/2022	RFI 52

Project Number: MPS2101

Date: 11/22/2021

Drawn By: RGO/LMH

Checked By: SAV

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DRAWING TITLE

**HVAC PLAN -  
GROUND FLOOR  
ZONE B**

DRAWING NUMBER

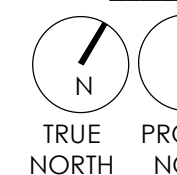
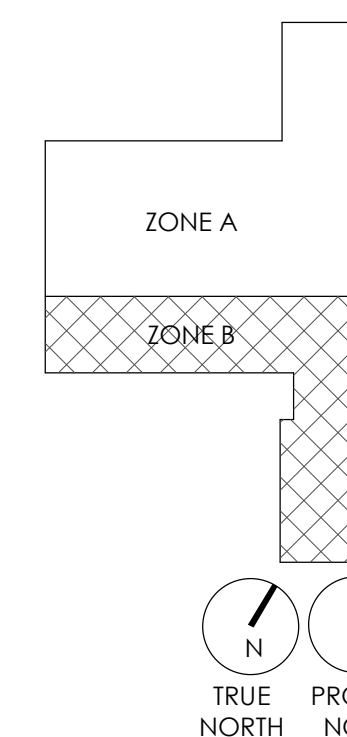
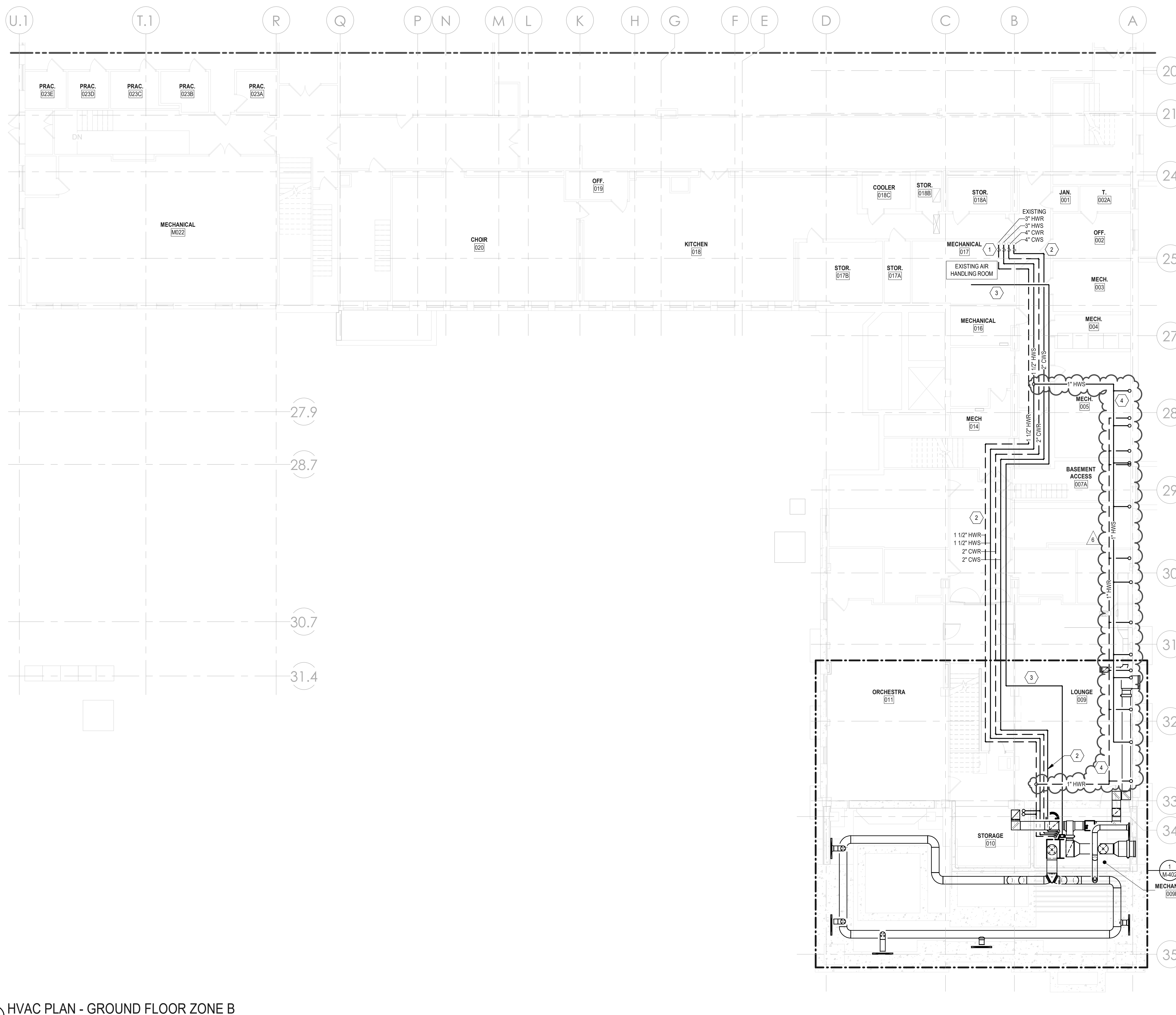
M-101

GENERAL NOTES:

A SEE SHEET M-000 M-001 FOR GENERAL INFORMATION AND NOTES.

KEY NOTES:

- CONNECT NEW PIPING SERVING AHU-1 TO EXISTING HWR, HWS, CWR, CWS LINES IN EXISTING AIR HANDLING ROOM.
- INSTALL OFFSETS FOR PIPE EXPANSION PER SPECIFICATIONS. INSTALL GUIDES PER SPECIFICATIONS.
- SLOPE CONDENSATE PIPING TO EXISTING AIR HANDLING ROOM. INSULATE VERTICAL DROPS, EXTEND TO EXISTING FLOOR DRAIN. TERMINATE WITH CODE COMPLIANT AIR GAP.
- PROVIDE 1" SUPPLY MAIN AND 1" RETURN MAIN. HOT WATER SUPPLY AND HOT WATER RETURN UP THROUGH FLOOR SERVING NEW FIN TUBE RADIATION ON LEVEL ABOVE.



1 HVAC PLAN - GROUND FLOOR ZONE B

SCALE: 3/32" = 1'-0"

*Scott A. Vander Heiden*  
Signature

SCOTT A. VANDER HEIDEN  
Name

11-22-2021 40918  
Date License #

PROJECT

**JUSTICE PAGE  
MIDDLE  
SCHOOL  
ADDITION AND  
RENOVATION**

MINNEAPOLIS PUBLIC SCHOOLS  
MPS OP# 22-2211  
1 WEST 49TH STREET  
MINNEAPOLIS, MN.

REVISED

Mark	Date	Description
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
6	06/23/2022	RFI 52

Project Number: MPS2101

Date: 11/22/2021

Drawn By: RGO/LMH

Checked By: SAV

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DRAWING TITLE

**ENLARGED  
HVAC PLAN -  
MAIN OFFICE**

DRAWING NUMBER

**M-400**

**GENERAL NOTES:**

A. SEE SHEET M-000 M-001 FOR GENERAL INFORMATION AND NOTES.

**KEY NOTES:**

1. DEMOLISH EXISTING RADIATOR. REMOVE STEAM PIPING BACK TO MAIN AND CAP.
2. NEW FIN-TUBE RADIATION WITH CONTROL VALVE AND SPACE T-STAT.
3. DEMOLISH BRANCH DUCTWORK AND DIFFUSERS DOWNSTREAM OF EXISTING VAV BOX. DEMOLISH EXISTING VAV CONTROLLER AND REHEAT COIL PNEUMATIC ACTUATOR. PREPARE THE PIPING FOR NEW CONTROL VALVE.
4. DEMOLISH EXISTING THERMOSTAT. REMOVE THE PNEUMATIC TUBING BACK TO MAIN AND CAP AIR TIGHT. EXISTING CONTROLS COMPONENTS TO BE RETURNED TO OWNER.
5. NEW CEILING EXHAUST REGISTER CONNECT TO EXISTING EXHAUST DUCT MAIN.
6. INSTALL REVISED DUCTWORK AND G.R.D.'S DOWNSTREAM OF EXISTING VAV BOX FOR NEW OFFICE LAYOUT. INSTALL NEW CONTROL VALVE.
7. HOT WATER SUPPLY DOWN THROUGH FLOOR.
8. HOT WATER RETURN DOWN THROUGH FLOOR.
9. GENERAL CONTRACTOR TO PROVIDE 1" DOOR UNDERCUT.

**1 HVAC DEMOLITION PLAN - MAIN OFFICE**  
SCALE: 3/16" = 1'-0"

**2 HVAC PLAN - MAIN OFFICE**  
SCALE: 3/16" = 1'-0"

*Scott A. Vander Heiden*  
Signature

SCOTT A. VANDER HEIDEN  
Name

11-22-2021 40918  
Date License #

PROJECT

JUSTICE PAGE  
MIDDLE  
SCHOOL  
ADDITION AND  
RENOVATION

MINNEAPOLIS PUBLIC SCHOOLS  
MPS OP# 22-2211

1 WEST 49TH STREET  
MINNEAPOLIS, MN.

REVISED

Mark	Date	Description
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
6	06/23/2022	RFI 52

Project Number: MPS2101

Date: 11/22/2021

Drawn By: RGO/LMH

Checked By: SAV

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DRAWING TITLE

ENLARGED  
HVAC PLAN -  
ENTRY

DRAWING NUMBER

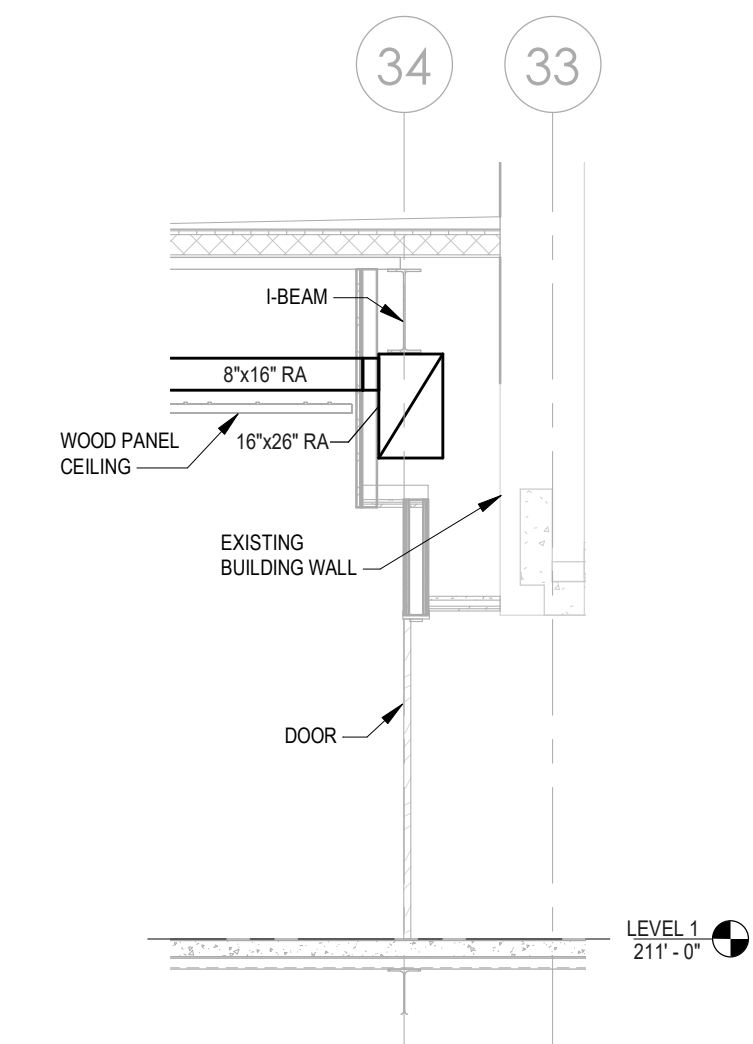
M-402

GENERAL NOTES:

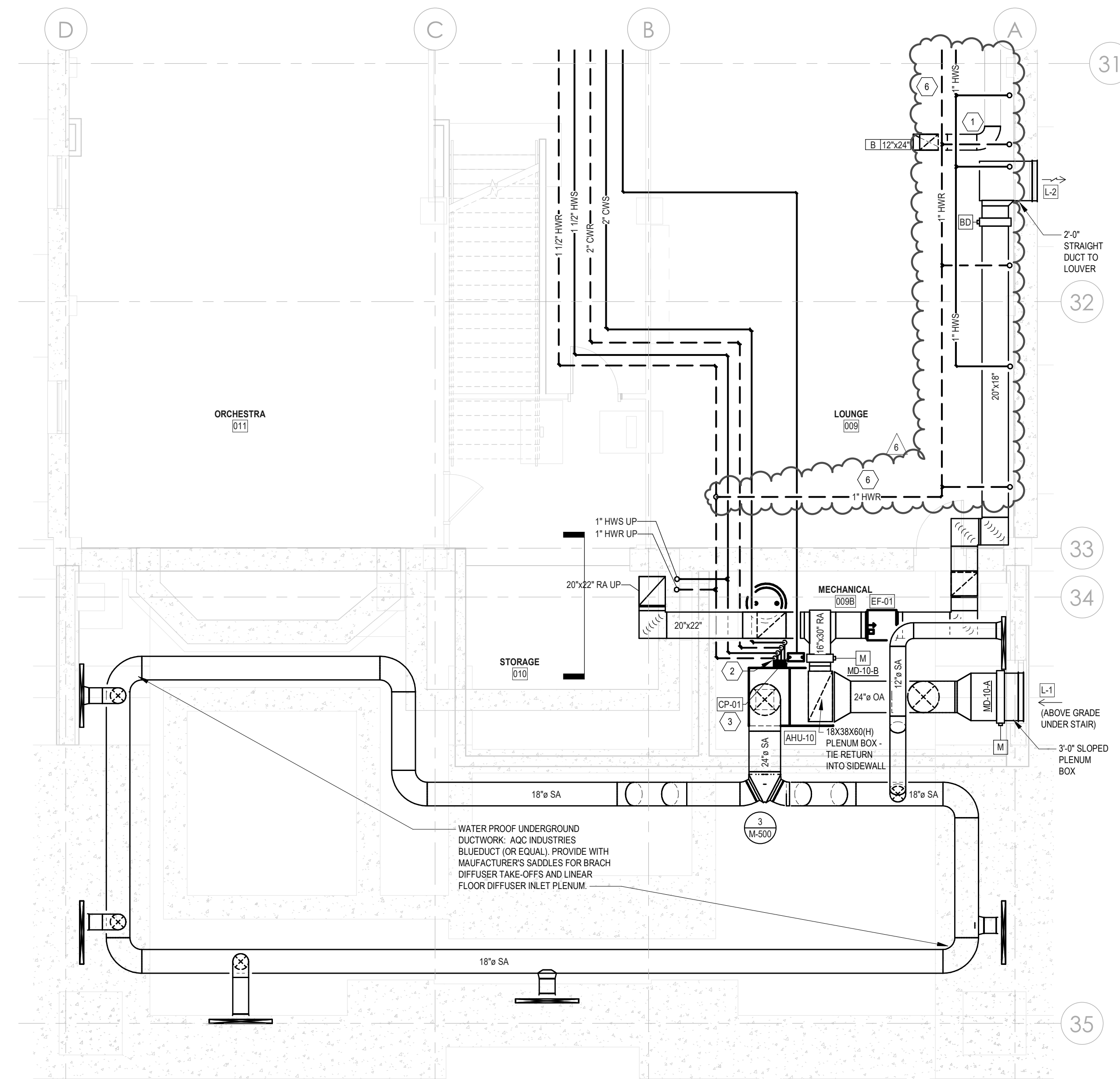
A. SEE SHEET M-000 M-001 FOR GENERAL INFORMATION AND NOTES.

KEY NOTES:

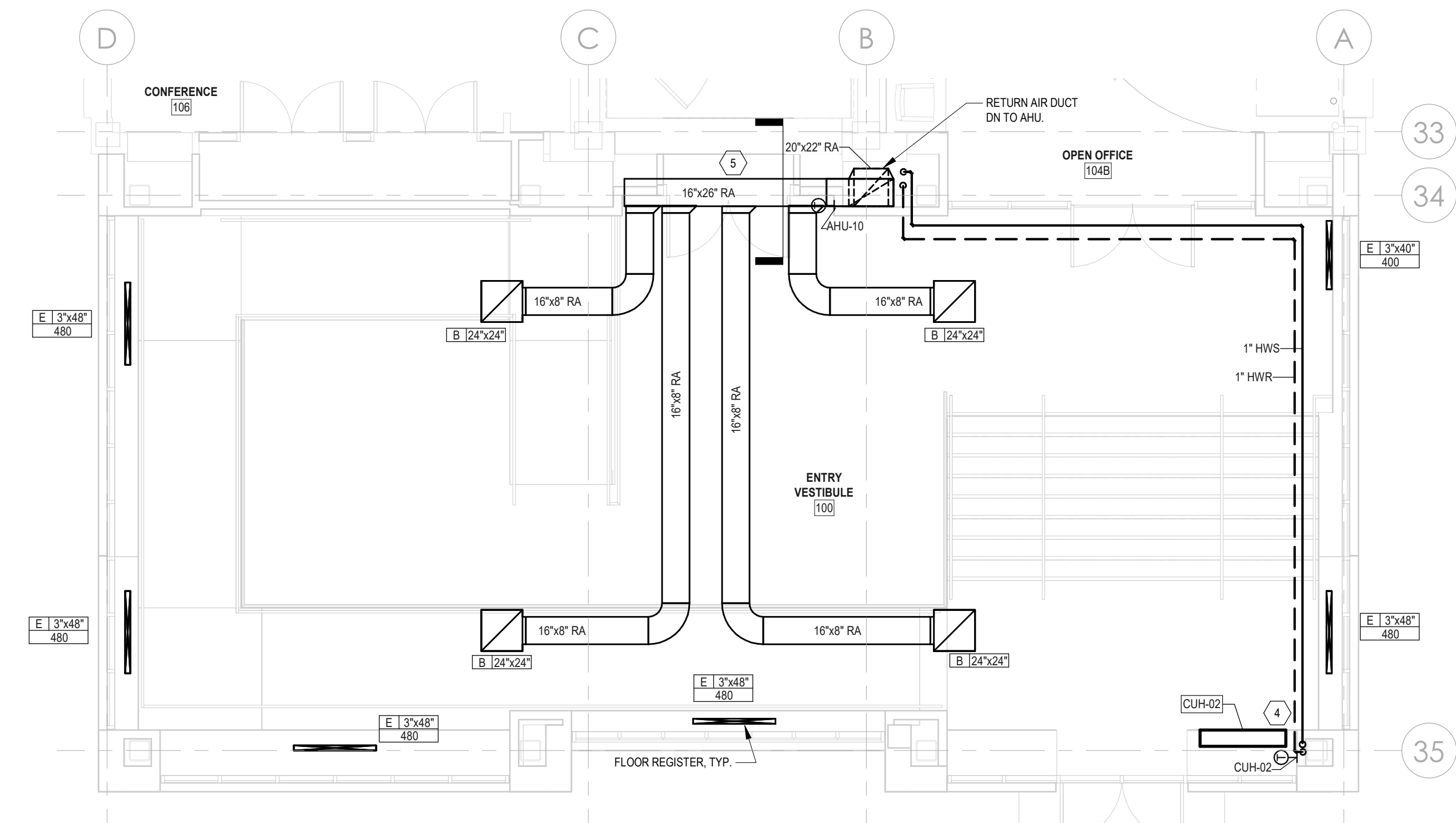
- CONNECT NEW DUCTWORK TO EXISTING DUCTWORK.
- CONNECT HOT WATER SUPPLY, HOT WATER RETURN, COLD WATER SUPPLY, AND COLD WATER RETURN TO AHU-10. SEE DETAIL 1M-501.
- ROUTE CONDENSATE PIPING UP TO STRUCTURE. SLOPE WASTE AT 1/8" PER FOOT AWAY FROM PUMP.
- ROUTE HOT WATER SUPPLY AND HOT WATER RETURN DOWN THROUGH COLUMN TO CABINET UNIT HEATER IN CAVITY UNDER THE WINDOW.
- INSTALL DUCTWORK IN SOFFIT ABOVE DOOR TIGHT TO STRUCTURE. SEE VIEW 3 FOR ELEVATION.
- PROVIDE 1" SUPPLY MAIN AND 1" RETURN MAIN, HOT WATER SUPPLY AND HOT WATER RETURN UP THROUGH FLOOR SERVING NEW FIN TUBE RADIATION ON LEVEL ABOVE. SEE M-101 FOR CONTINUATION.



3 RETURN AIR DUCT ELEVATION  
SCALE: 1/4" = 1'-0"



1 HVAC PLAN - UNDERFLOOR ENTRY  
SCALE: 3/16" = 1'-0"



2 HVAC PLAN - FIRST FLOOR ENTRY  
SCALE: 3/16" = 1'-0"



### COR 12 - RFI 35: Removal / Reinstall Ductwork for Ceiling Installation

DESCRIPTION: Pricing to remove and reinstall ductwork to remove ceilings and install tectum.

Schedule Impact: N/A

PROJECT : MPS - Justice Page  
 DATE : 7/12/22 TIME 09:31:23  
 PROJECT MANAGER: Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
RJ Mechanical	1	LS			1874.25	0.00	0.00	1874.25
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								
<b>SUBTOTALS</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,874.25</b>

TOTAL LABOR	\$ -
TOTAL MATERIAL	\$ -
TOTAL SUBCONTRACTS	\$ 1,874.25

**SUBTOTAL** **\$ 1,874.25**

10% O&P on Labor and Material:	\$ -	\$ -
5% O&P on Subcontracts:	\$ 1,874.25	\$ 93.71
3% Bond/Insurance:	\$ 1,874.25	\$ 56.23

**TOTAL** **\$ 2,024.19**



MN Lic. #005105PM

HPP #038327-CL

901 N. Industrial Park RD [Pat@rjmechanical.biz](mailto:Pat@rjmechanical.biz)  
PO Box 373 Phone 320-679-0602  
Mora, Mn. 55051 Fax 320-679-0356

RFI#35

To: Sheehy Construction  
Attention: Dan Hannover

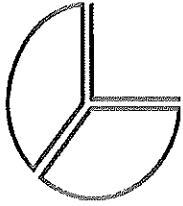
Project: JPMS

Description: Duct removal & replace

Material Total:	\$	-
Labor Total:	\$	-
Subcontractor:	\$	1,785.00
5% Markup:	\$	<u>89.25</u>
<b>TOTAL:</b>	<b>\$</b>	<b><u>1,874.25</u></b>

Pat Pitman

Date: 7/7/2022



# General Sheet Metal Company, LLC

2330 LOUISIANA AVE. NORTH  
 MINNEAPOLIS, MINNESOTA 55427  
 PHONE 763-544-8747 FAX 763-544-6580  
 • HEATING • AIR CONDITIONING  
 • VENTILATION • ENERGY RECOVERY  
 • GENERAL & SPECIALTY SHEETMETAL FABRICATION

Project: Justice Page Middle School Number: 22-6812

Change Order Requested By: Sheehy Const Date: 7/6/2022

Owners &/or Architect/Engineer Change Order Request#: \_\_\_\_\_ RFI #35 Duct remove & replace

Equipment	_____		
Material	_____		
Sales Tax	_____		
	Material Subtotal		<u>\$0.00</u>
Field Labor	<u>16</u> Man Hrs @ <u>\$105.00</u> Per Hr.	<u>\$1,680.00</u>	
Shop Labo	<u>0</u> Man Hrs @ <u>\$</u> Per Hr.	<u>\$0.00</u>	
Planning	<u>1</u> Man Hrs @ <u>\$105.00</u> Per Hr.	<u>\$105.00</u>	
Trucking	_____ Man Hrs @ <u>\$</u> Per Hr.	<u>\$0.00</u>	
Labor Insurance & Taxes @	<u>23%</u>		
Testing & Clean-up	_____		
Tool Replacement@	_____		
Parking-Travel time-Subsistence	_____		
	Labor Subtotal		<u>\$1,785.00</u>
Equipment Rental	_____		
Subcontracts-	_____		
-	_____		
-	_____		
-	_____		
	Subcontracts Subtotal		<u>\$0.00</u>
Permits & Fees	_____		
	Change Order Subtotal Costs		<u>\$1,785.00</u>
This proposal may be withdrawn by us if not accepted within _____ days.	Credits	_____	
	Overhead _____ %	_____	
	Subtotal	_____	
Time extension required: _____ days.	Margin _____ 10 %	_____	
	Subtotal	_____	
	Bond Premium	_____	
Number of prints required: _____	TOTAL PRICE OF CHANGE		<u>\$1,785.00</u>

Submitted By: J. Jenson Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_



**Sheehy Construction Company Inc.**  
360 WEST LARPELLEUR  
Saint Paul, Minnesota 55113  
P: 651 488-6691

**Project: 22-500 Justice Page M.S. Addition & Remodel**  
1 W 49th St  
Minneapolis, Minnesota 55419

## RFI #35: Existing Ductwork / Ceiling Conflict

<b>Status</b>	Closed on 05/18/22		
<b>To</b>	Jean Turck (Miller Dunwiddie) Kermit Duncan (Miller Dunwiddie) Laura Stene (Miller Dunwiddie) Lisa Hillestad (Emanuelson-Podas, Inc.)	<b>From</b>	Danial Hannover (Sheehy Construction Company Inc.)
<b>Date Initiated</b>	May 17, 2022	<b>Due Date</b>	May 21, 2022
<b>Location</b>		<b>Project Stage</b>	
<b>Cost Impact</b>	TBD	<b>Schedule Impact</b>	
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>	AD250	<b>Reference</b>	
<b>Linked Drawings</b>			
<b>Received From</b>			
<b>Copies To</b>	Derek Brinker (Twin City Acoustics), Diedra Geye (Minneapolis Public Schools), Mike Holmes (Ramsey Companies), Pat Pitman (RJ Mechanical, Inc.), Dave Weinzettl (Sheehy Construction Company Inc.)		

### Activity

#### Question

**Question from Danial Hannover Sheehy Construction Company Inc. on Tuesday, May 17, 2022 at 08:19 PM CDT**

On sheet AD250, there is a section of ceilings at gridlines 23 and N that calls for the dropped ceiling to be removed.

At this location there is existing ductwork that is tight up against the existing ceiling, not allowing for removals with the ductwork remaining.

This is currently scheduled to be removed 5/24.

It is our opinion that the ductwork will need to be removed/reinstalled in order to remove the ceiling.

Please advise.

**Attachments**

[20220517\\_171636.jpg](#)

#### Official Response

**Response from Lisa Hillestad Emanuelson-Podas, Inc. on Wednesday, May 18, 2022 at 08:52 AM CDT**

Looks like removing the ductwork will be required. I believe from existing drawings that you're referring to the main return from the cafeteria back to the AHU. The AHU will need to be operational during the school day.

**Attachments**

[M211R existing drawings.pdf](#)

#### All Replies

**Response from Lisa Hillestad Emanuelson-Podas, Inc. on Wednesday, May 18, 2022 at 08:52 AM CDT**

Looks like removing the ductwork will be required. I believe from existing drawings that you're referring to the main return from the cafeteria back to the AHU. The AHU will need to be operational during the school day.

**Attachments**

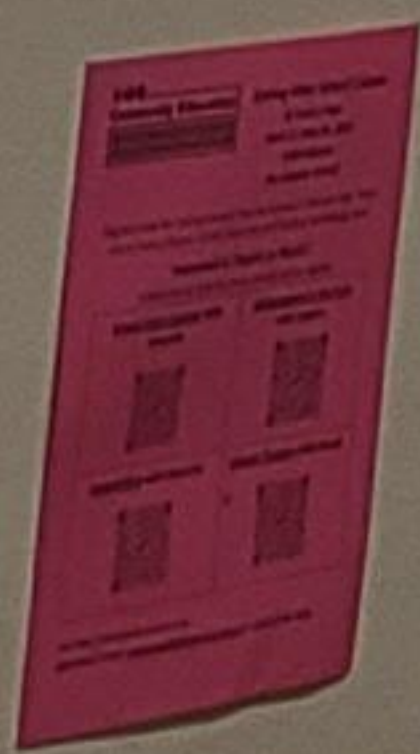
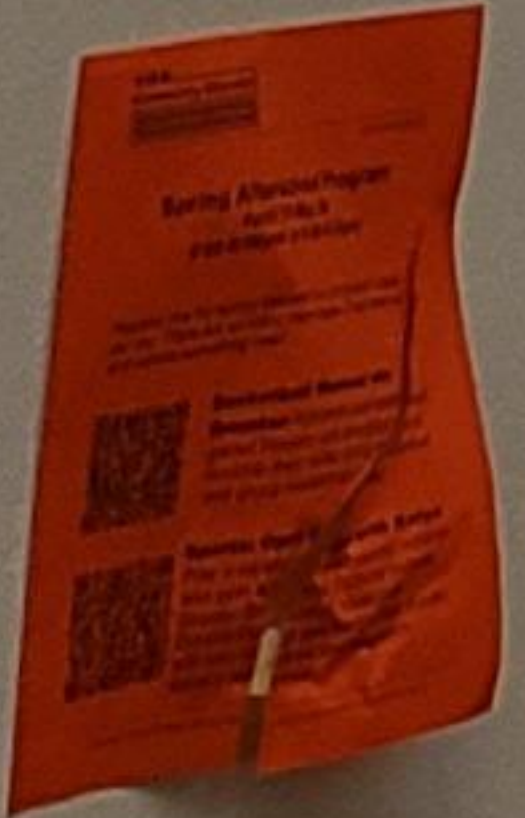
[M211R existing drawings.pdf](#)

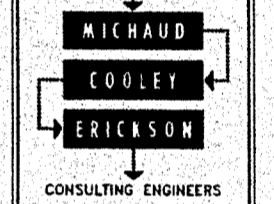


← RETURN AIR

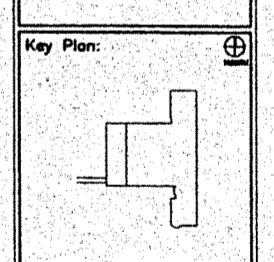
SUPPLY AIR →

UNIVERSITY OF CALIFORNIA  
20  



CONSULTING ENGINEERS  
1200 METROPOLITAN CENTRE  
333 SOUTH SEVENTH STREET  
MINNEAPOLIS, MN 55402  
FAX: 612-339-3554  
TEL: 612-339-4941



Project:  
**RAMSEY  
MIDDLE SCHOOL  
NOISE ABATEMENT**



FIFTYFOURTH AVE. & 49TH ST.  
MINNEAPOLIS, MINNESOTA

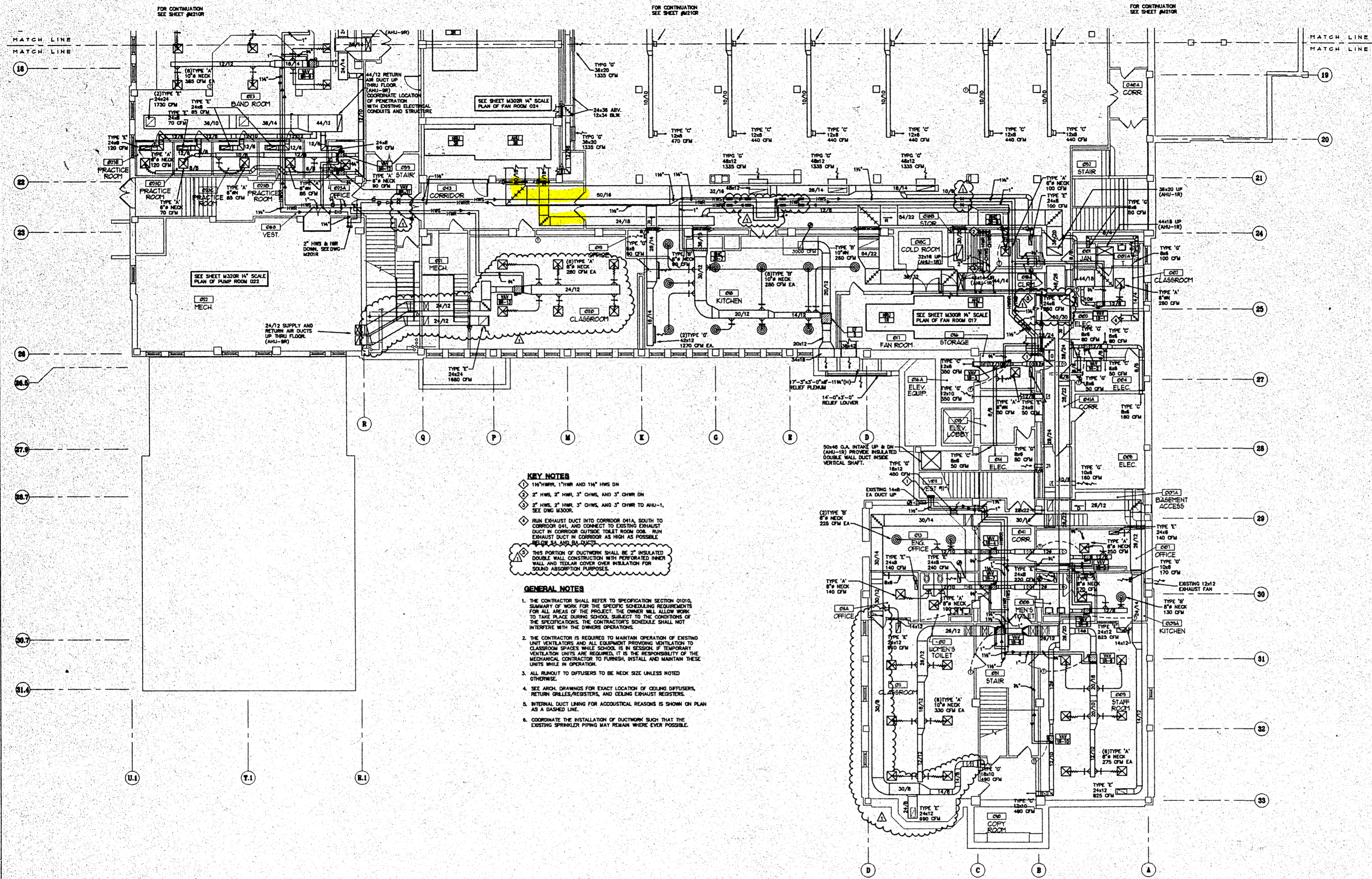
Drawing Title:  
**UNIT B GROUND FLOOR  
VENTILATION AND  
HYDRONIC PIPING PLAN**

Scale: 1/8" = 1'-0"

Comm. No. MD0180

Drawing Number

**M211R**



**KEY NOTES**

- ◆ 1 1/2" HWR, 1" HWR AND 1 1/4" HWS DN
- ◆ 2" HWS, 2" HWR, 3" CHWS, AND 3" CHWR DN
- ◆ 2" HWS, 2" HWR, 3" CHWS, AND 3" CHWR TO AHU-1, SEE DWG M300R.
- ◆ RUN EXHAUST DUCT INTO CORRIDOR DIA, SOUTH TO CORRIDOR DIA, AND CONNECT TO EXISTING EXHAUST DUCT IN CORRIDOR OUTSIDE TOILET ROOM COIL. RUN EXHAUST DUCT IN CORRIDOR AS HIGH AS POSSIBLE BELOW EA AND BA DUCTS.
- ◆ THIS PORTION OF DUCTWORK SHALL BE 2" INSULATED DOUBLE WALL CONSTRUCTION WITH PERFORATED INNER WALL AND TEDLAR COVER OVER INSULATION FOR SOUND ABSORPTION PURPOSES.

**GENERAL NOTES**

1. THE CONTRACTOR SHALL REFER TO SPECIFICATION SECTION 01010, SUMMARY OF WORK FOR THE SPECIFIC SCHEDULING REQUIREMENTS FOR ALL AREAS OF THE PROJECT. THE OWNER WILL ALLOW WORK TO TAKE PLACE DURING SCHOOL SUBJECT TO THE CONDITIONS OF THE SPECIFICATIONS. THE CONTRACTOR'S SCHEDULE SHALL NOT INTERFERE WITH THE OWNERS OPERATIONS.
2. THE CONTRACTOR IS REQUIRED TO MAINTAIN OPERATION OF EXISTING UNIT VENTILATORS AND ALL EQUIPMENT PROVIDING VENTILATION TO CLASSROOM SPACES WHILE SCHOOL IS IN SESSION. IF TEMPORARY VENTILATION UNITS ARE REQUIRED, IT IS THE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR TO FURNISH, INSTALL AND MAINTAIN THESE UNITS WHILE IN OPERATION.
3. ALL RUNOUT TO DIFFUSERS TO BE NECK SIZE UNLESS NOTED OTHERWISE.
4. SEE ARCH. DRAWINGS FOR EXACT LOCATION OF CEILING DIFFUSERS, RETURN GRILLES/REGISTERS, AND CEILING EXHAUST REGISTERS.
5. INTERNAL DUCT LINING FOR ACCOUSTICAL REASONS IS SHOWN ON PLAN AS A DASHED LINE.
6. COORDINATE THE INSTALLATION OF DUCTWORK SUCH THAT THE EXISTING SPRINKLER PIPING MAY REMAIN WHERE EVER POSSIBLE.

**1 UNIT B GROUND VENTILATION PLAN AND HYDRONIC PIPING PLAN**  
1/8" = 1'-0"

1. THESE NOTES ARE TO BE READ IN CONJUNCTION WITH THE DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE LATEST REVISIONS OF ALL APPLICABLE CODES.

**COR 13 - Removal of Unforeseen Footing**

DESCRIPTION: Pricing to remove the unforeseen footing along gridline 34.

Schedule Impact: N/A

PROJECT : MPS - Justice Page

DATE : 7/12/22

TIME

09:38:11

PROJECT MANAGER: Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
Ramsey Companies	1	LS			2676.00	0.00	0.00	2676.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								
<b>SUBTOTALS</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,676.00</b>

TOTAL LABOR  
TOTAL MATERIAL  
TOTAL SUBCONTRACTS

\$ -
\$ -
\$ 2,676.00

SUBTOTAL

**\$ 2,676.00**

10% O&amp;P on Labor and Material:

\$ -	\$ -
------	------

5% O&amp;P on Subcontracts:

\$ 2,676.00	\$ 133.80
-------------	-----------

3% Bond/Insurance:

\$ 2,676.00	\$ 80.28
-------------	----------

TOTAL

**\$ 2,890.08**



Date: 7/7/2022

COR # 4

Submitted to:

Project Name:

Sheehy Construction Company  
 360 West Larpenteur Avenue  
 St. Paul, MN 55113

22001 Justice Page Middle School  
 10 West 50th Street  
 Minneapolis, MN 55419

Description of Work Performed: Jackhammer unforeseen footing at exterior so new footings could go in.

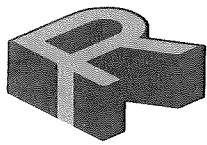
## CHANGE ORDER REQUEST

Quantity	Units	Equipment/Materials	Rate	
		<b>FCO #28208</b>		-
				-
				-
7.5	HRS	Foreman Laborer	109.00	817.50
11.5	HRS	Journeyman Laborer	100.00	1,150.00
1	DAY	185 CFM Compressor	165.00	165.00
2	EA	90# Jackhammers	125.00	250.00
1	EA	Dumpster & Disposal	50.00	50.00
				-
				-
				-
				-
				-
				-
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				-
				-
				-
				-
				-
				-
				-
			Sub Total	2,432.50

10% Profit/Overhead 243.25

PM: MH

**TOTAL** 2,676.00



# RAMSEY COMPANIES

Field Change Order # 28208

8297 Brooklyn Blvd, Minneapolis, MN 55445

Date: 6-22-22 Ramsey Job #: 22001  
 Job Name: Justice Page MS  
 Change to Contract Amount: Yes  No

Owner/Client: Sheehy  
 Client POWO #:

Client Rep: Dave  
 Charge To: Sheehy Construction

**DESCRIPTION OF WORK:**  
JACK Hammering OUT Footing. ON  
OUT side OF The Building For New Footing to get  
POURED

Equipment (**Operator Included**)					
Employee Name	Equip Type	Equip Description (Must use list on cover.)	Attachments Used	Hrs	OT Hrs

Labor					
Employee Name	Small Tool	Description	Blades, Rods, Etc. Used	Hrs	OT Hrs
Thomas Thole	AIR HAMMER	Hammering Footing	Hammer Bits	7 1/2	
Johnny Brez	AIR HAMMER	Hammering Footing	Hammer Bits	7 1/2	
Carlos Salazar	—	Hauling Rock out of Hole	—	2 1/2	
Steve Cas. 1195	—	Hauling Rock out of Hole	—	1 1/2	

Trucking (**Includes Operator**)					
Truck/Vendor	Truck #	Truck Type	Material Type	LDS/Quan	Hrs

Material/Rentals/Other		
PO/Invoice #	Vendor	Item

**WORK AUTHORIZED AND APPROVED BY:**  
 Owner/Client Rep Signature: [Signature] Date: 6-21-22 Cell Phone #: 612-919-1325  
 Ramsey Rep Signature: [Signature]

**Project Manager Notes:**  
 COR #: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**COR 14 - RFI 66: Eliminate Feeder**

**DESCRIPTION:** Credit to remove feeder.

Schedule Impact: N/A

**PROJECT :** MPS - Justice Page  
**DATE :** 7/12/22 **TIME** 10:44:15  
**PROJECT MANAGER:** Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
Muska Electric	1	LS			-8542.58	0.00	0.00	-8542.58
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								

**SUBTOTALS** \$ - \$ - \$ (8,542.58)

TOTAL LABOR	\$ -
TOTAL MATERIAL	\$ -
TOTAL SUBCONTRACTS	\$ (8,542.58)

**SUBTOTAL** \$ (8,542.58)

10% O&P on Labor and Material:	\$ -	\$ -
5% O&P on Subcontracts:	\$ (8,542.58)	\$ -
3% Bond/Insurance:	\$ (8,542.58)	\$ -

**TOTAL** \$ (8,542.58)



## Sheehy Construction Company Inc.

SUMMARY SHEET

**Job:** Justice Page Middle School Renovation & Add      **Job #:** C87406      **Date:** 7/12/2022

**Re:** CO #10 - RFI #66      **CO#:** 10

1. Materials			(\$4,437.57)
2. Sales Tax	8.0%		(\$355.01)
3. Material OH/P	10%		(\$443.76)
4. Truck Charge			(\$216.00)
5. Subtotal Material/Truck		sum of lines 1, 2, 3 & 4.....	(\$5,452.34)
6. Standard Hours Labor	-24.00	Hours @ \$111.00 per hour	(\$2,664.00)
9. DT Hours Labor	0.00	Hours @ \$222.00 per hour	\$0.00
10. Labor OH/P	10%		(\$266.40)
11. Subtotal Labor		sum of lines 6, 7, 8 & 9.....	(\$2,930.40)
12. Tools & Equipment	6%	of lines 6, 7 & 8.....	(\$159.84)
13. Permits & Fees			\$0.00
14. DirtworX OT			\$0.00
15. Xcel Energy Costs			\$0.00
16. Material Handling			\$0.00
17. Lift Equipment Rental			\$0.00
18. Additional Bond Premium			\$0.00
19. Expense OH/P		5% of lines 13,14,15,16,17&18.....	\$0.00
20. Subtotal Expense		sum of lines 12-19.....	(\$159.84)
<b>Total Price of Change</b>			<b>(\$8,542.58)</b>

Prices subject to cost changes if not accepted in 10 days.

Additional contract time required for this change is 0 additional work day(s)

**Muska Electrical Contractors**

**Sheehy Construction Company Inc.**

*Geoff Roering*

Signature: \_\_\_\_\_

Senior Project Manager

Print Name: \_\_\_\_\_

\*Please return approved CO to Muska to proceed with changes

	A	B	C	D	E	F	G	H	I
1	Label Set: Alternate #3, Feeders, Combined, Combined, Combined					<b>\$4,437.57</b>			<b>23.99</b>
2	243	# 8STR IN PIPE ADD	190.00	\$597.30	M	<b>\$113.49</b>	3.00	M	0.57
3	271	# 3THHNCU RUN=100'	380.00	\$4,740.19	M	\$1,801.27	11.50	M	4.37
4	272	# 3THHNCU ADD=100'	380.00	\$4,740.19	M	\$1,801.27	4.30	M	1.63
5	2,817	1.25" EMT Conduit	170.00	\$298.61	C	\$507.63	2.60	C	4.42
6	2,830	1.25" EMT 90 ELBOW	4.00	\$9.00	C	<b>\$36.00</b>	17.00	C	0.68
7	2,937	1.25" EMT CONN S/S	4.00	\$221.40	C	\$8.86	16.00	C	0.64
8	3,024	1.25" EMT COUP S/S	25.00	\$1.17	C	<b>\$29.25</b>	9.00	C	2.25
9	3,454	1.25" EMT CHNL STRAP W/BOLT	21.25	\$173.68	C	\$36.91	3.20	C	0.68
10	6,854	1.25" BUSH PLASTIC	4.00	\$195.92	C	\$7.84	0.02		0.07
11	8,715	1 5/8 UNISTRUT P1000-10GR	4.76	\$450.77	C	\$21.46	9.00	C	0.43
12	12,865	8 GA TERMINATION Labor	2.00	\$0.00	X	\$0.00	0.13	E	0.26
13	12,868	3 GA TERMINATION Labor	8.00	\$0.00	X	\$0.00	0.18	E	1.44
14	34,695	12X12X6NK PAINT SCREW COVER PULL BOX	1.00	\$33.60	E	\$33.60	0.95		0.95
15	35,287	1.25" KNOCKOUT LABOR	4.00	\$0.00	X	\$0.00	25.00	C	1.00
16	37,161	2X8 CORE-DRILL CONCRETE W/LAYOUT	4.00	\$10.00	X	<b>\$40.00</b>	1.15	E	4.60
17						<b>\$4,437.57</b>			<b>23.99</b>



**Sheehy Construction Company Inc.**  
360 WEST LARPEUR  
Saint Paul, Minnesota 55113  
P: 651 488-6691

**Project: 22-500 Justice Page M.S. Addition & Remodel**  
1 W 49th St  
Minneapolis, Minnesota 55419

## RFI #66: EP131 - Panel RP-315 Eliminate?

<b>Status</b>	Closed on 07/07/22		
<b>To</b>	Kelly Artz (Emanuelson-Podas, Inc.) Tom Roberts (Emanuelson-Podas, Inc.)	<b>From</b>	Geoff Roering (Muska Companies) 1985 Oakcrest Ave Roseville, Minnesota 55113
<b>Date Initiated</b>	Jun 28, 2022	<b>Due Date</b>	Jul 1, 2022
<b>Location</b>		<b>Project Stage</b>	
<b>Cost Impact</b>		<b>Schedule Impact</b>	TBD
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>		<b>Reference</b>	
<b>Linked Drawings</b>			
<b>Received From</b>	Geoff Roering (Muska Companies)		
<b>Copies To</b>	Kermit Duncan (Miller Dunwiddie), Diedra Geye (Minneapolis Public Schools), Geoff Roering (Muska Companies), Laura Stene (Miller Dunwiddie), Dave Weinzetl (Sheehy Construction Company Inc.)		

### Activity

#### Question

**Question from Geoff Roering Muska Companies on Tuesday, Jun 28, 2022 at 03:15 PM CDT**

Notes based on a walk-through on 6/27 with Tom Roberts:

\* We discussed the need for panel RP-315 in the science classrooms 314/315/316.

\* With the demolition of the existing casework and circuitry, which is called out to be reused and extended to the new locations to accommodate the new science furniture, it appears there is ample space in the existing electrical panel in room 314 to accommodate these three rooms.

\* The panel is already at our prefab shop, we can provide a credit to keep the panel ourselves and also provide a credit for the feeder to the new panel and all associated work with that.

Please advise if we should pursue this VE option to provide cost savings to the owner.

Thank you,  
Geoff Roering

#### Official Response

**Response from Tom Roberts Emanuelson-Podas, Inc. on Thursday, Jul 7, 2022 at 12:57 PM CDT**

Utilizing the existing circuits made available during demolition and the spare circuits in the existing electrical panel negate the need for the additional panel located in room 315. The panel can be removed from the scope and credit applied back to the project.

#### All Replies

**Response from Tom Roberts Emanuelson-Podas, Inc. on Thursday, Jul 7, 2022 at 12:57 PM CDT**

Utilizing the existing circuits made available during demolition and the spare circuits in the existing electrical panel negate the need for the additional panel located in room 315. The panel can be removed from the scope and credit applied back to the project.

**COR 15 - RFI 65**

**DESCRIPTION:** Pricing per direction in RFI, the panel on 1st floor does not have any more space for an added circuit. We have to run a new conduit and wiring from Panel 14 in the basement up through the new office area to power these two ADA operators which are not shown for power on our electrical plans.

**Schedule Impact:** N/A

**PROJECT :** MPS - Justice Page  
**DATE :** 7/12/22 **TIME** 10:56:07  
**PROJECT MANAGER:** Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
Muska Electric	1	LS			4665.46	0.00	0.00	4665.46
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								
<b>SUBTOTALS</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,665.46</b>

TOTAL LABOR	\$ -
TOTAL MATERIAL	\$ -
TOTAL SUBCONTRACTS	\$ 4,665.46

**SUBTOTAL** **\$ 4,665.46**

10% O&P on Labor and Material:	\$ -	\$ -
5% O&P on Subcontracts:	\$ 4,665.46	\$ 233.27
3% Bond/Insurance:	\$ 4,665.46	\$ 139.96

**TOTAL** **\$ 5,038.70**



# Sheehy Construction Company Inc.

SUMMARY SHEET

**Job:** Justice Page Middle School Renovation & Add      **Job #:** C87406      **Date:** 7/12/2022

**Re:** CO #9 - RFI #65      **CO#:** 9

1. Materials				\$976.76	
2. Sales Tax	8.0%			\$78.14	
3. Material OH/P	10%			\$97.68	
4. Truck Charge				\$229.50	
5. Subtotal Material/Truck		sum of lines 1, 2, 3 & 4.....			\$1,382.08
6. Standard Hours Labor	25.50	Hours @ \$111.00 per hour	\$2,830.50		
9. DT Hours Labor	0.00	Hours @ \$222.00 per hour	\$0.00		
10. Labor OH/P	10%		\$283.05		
11. Subtotal Labor		sum of lines 6, 7, 8 & 9.....			\$3,113.55
12. Tools & Equipment	6%	of lines 6, 7 & 8.....	\$169.83		
13. Permits & Fees			\$0.00		
14. DirtworX OT			\$0.00		
15. Xcel Energy Costs			\$0.00		
16. Material Handling			\$0.00		
17. Lift Equipment Rental			\$0.00		
18. Additional Bond Premium			\$0.00		
19. Expense OH/P	5%	of lines 13,14,15,16,17&18.....	\$0.00		
20. Subtotal Expense		sum of lines 12-19.....			\$169.83
<b>Total Price of Change</b>					<b>\$4,665.46</b>

Prices subject to cost changes if not accepted in 10 days.

Additional contract time required for this change is 0 additional work day(s)

**Muska Electrical Contractors**

**Sheehy Construction Company Inc.**

*Geoff Roering*

Signature: \_\_\_\_\_

Senior Project Manager

Print Name: \_\_\_\_\_

\*Please return approved CO to Muska to proceed with changes

	A	B	C	D	E	F	G	H	I	
1	Item #	Item Name	Quantity	Mat	U	Ext Mat	Lbr	U	Ext Lbr	
2	Label Set: CO #9 - RFI #65, Power Branch, Combined, Combined, Combined						<b>\$976.76</b>			<b>25.50</b>
3	11	12 THHN CU STRANDED	40.00	\$223.73	M	\$8.95	5.00	M	0.20	
4	240	#10STR IN PIPE BAS	225.75	\$439.14	M	\$99.14	21.25	M	4.80	
5	241	#10STR IN PIPE ADD	451.50	\$439.14	M	\$198.27	3.50	M	1.58	
6	2,815	0.75" EMT Conduit	215.00	\$167.26	C	\$359.60	2.75	C	5.91	
7	2,935	0.75" EMT CONN S/S	6.00	\$40.30	C	\$2.42	12.50	C	0.75	
8	3,022	0.75" EMT COUP S/S	21.50	\$49.40	C	\$10.62	7.50	C	1.61	
9	3,452	0.75" EMT CHNL STRAP W/BOLT	26.88	\$2.62		\$70.36	3.00	C	0.81	
10	8,014	10 X 3/4 PAN HD Self D/T SCR	2.00	\$0.13		\$0.26	0.00	X	0.00	
11	8,715	1 5/8 UNISTRUT P1000-10GR	6.02	\$9.24		\$55.64	11.25	C	0.68	
12	11,958	1/2 FLEX STEEL	6.00	\$70.54	C	\$4.23	0.87	C	0.05	
13	12,019	0.50" FLEX SQZ CONN	2.00	\$1.79		\$3.58	7.50	C	0.15	
14	12,074	1/2 FLEX 90 1 SCREW CONN	2.00	\$7.73		\$15.47	11.25	C	0.22	
15	12,864	10 GA TERMINATION Labor	3.00	\$0.00		\$0.00	0.14	E	0.41	
16	12,898	12ga WIRE TERMINATION Labor	8.00	\$0.00		\$0.00	0.13	E	1.00	
17	12,983	RED 3M WIRE NUT	8.00	\$0.22		\$1.79	3.75	C	0.30	
18	23,181	BQ1B020 1P 120/240V CB 14kAIC	1.00	\$77.44		\$77.44	0.34	E	0.34	
19	32,066	SP 20A TOGGLE SW, IV COM	2.00	\$6.01		\$12.01	25.00	C	0.50	
20	32,332	RAISED COVER 1 SWITCH	2.00	\$3.71		\$7.42	7.50	C	0.15	
21	33,958	4/S BOX 1-1/2" DEEP W/G, Welded	2.00	\$806.56	C	\$16.13	20.00	C	0.40	
22	33,960	4/S BOX 2-1/8" DEEP, Welded	3.00	\$485.25	C	\$14.56	21.25	C	0.64	
23	33,991	4/S BLANK COVER	3.00	\$1.95		\$5.86	6.25	C	0.19	
24	35,285	0.75" KNOCKOUT LABOR	6.00	\$0.00		\$0.00	18.75	C	1.13	
25	37,152	1 1/4X8 ROTO-HAMMER CONCRETE	3.00	\$0.00		\$0.00	0.81	E	2.44	
26	37,159	1 1/4X8 CORE-DRILL CONCRETE W/LAYOUT	1.00	\$13.00		\$13.00	1.25	E	1.25	
27						<b>\$976.76</b>			<b>25.50</b>	



**Sheehy Construction Company Inc.**  
360 WEST LARPEUR  
Saint Paul, Minnesota 55113  
P: 651 488-6691

**Project: 22-500 Justice Page M.S. Addition & Remodel**  
1 W 49th St  
Minneapolis, Minnesota 55419

## RFI #65: New Entrance - Power To ADA Pneumatic Operators

<b>Status</b>	Closed on 07/07/22		
<b>To</b>	Kelly Artz (Emanuelson-Podas, Inc.) Tom Roberts (Emanuelson-Podas, Inc.)	<b>From</b>	Geoff Roering (Muska Companies) 1985 Oakcrest Ave Roseville, Minnesota 55113
<b>Date Initiated</b>	Jun 28, 2022	<b>Due Date</b>	Jul 1, 2022
<b>Location</b>		<b>Project Stage</b>	
<b>Cost Impact</b>	Yes (Unknown)	<b>Schedule Impact</b>	TBD
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>		<b>Reference</b>	
<b>Linked Drawings</b>			
<b>Received From</b>	Geoff Roering (Muska Companies)		
<b>Copies To</b>	Kermit Duncan (Miller Dunwiddie), Diedra Geye (Minneapolis Public Schools), Geoff Roering (Muska Companies), Laura Stene (Miller Dunwiddie), Dave Weinzetl (Sheehy Construction Company Inc.)		

### Activity

<b>Question</b>	<p><b>Question from Geoff Roering Muska Companies on Tuesday, Jun 28, 2022 at 02:33 PM CDT</b></p> <p>There appears to be (3) new ADA operators being installed which will require power for the new compressors. These are not shown to be powered per the electrical drawings.</p> <ol style="list-style-type: none"><li>1. What are the power requirements for these?</li><li>2. Where should power be routed from?</li><li>3. What is required for rough-in at these locations for ADA?</li></ol> <p>Please advise.</p>
<b>Official Response</b>	<p><b>Response from Tom Roberts Emanuelson-Podas, Inc. on Thursday, Jul 7, 2022 at 12:21 PM CDT</b></p> <p>The power requirements for the compressors are 120V circuit fed from nearest electrical panel. Compressors have a load of 5amps, for a total of (2) compressors for each 15A circuit. Refer to technology drawings (sheet T110) for rough-in locations and quantities.</p>
<b>All Replies</b>	<p><b>Response from Tom Roberts Emanuelson-Podas, Inc. on Thursday, Jul 7, 2022 at 12:21 PM CDT</b></p> <p>The power requirements for the compressors are 120V circuit fed from nearest electrical panel. Compressors have a load of 5amps, for a total of (2) compressors for each 15A circuit. Refer to technology drawings (sheet T110) for rough-in locations and quantities.</p>



**COR 16 - RFI 28/55**

**DESCRIPTION:** Pricing to complete the work as outlined in RFI responses for 28 and 55.

Schedule Impact: N/A

**PROJECT :** MPS - Justice Page

**DATE :** 7/12/22

**TIME**

11:02:18

**PROJECT MANAGER:** Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
Muska Electric	1	LS			1653.12	0.00	0.00	1653.12
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
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						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								
<b>SUBTOTALS</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,653.12</b>

<b>TOTAL LABOR</b>	<b>\$ -</b>
<b>TOTAL MATERIAL</b>	<b>\$ -</b>
<b>TOTAL SUBCONTRACTS</b>	<b>\$ 1,653.12</b>

**SUBTOTAL** **\$ 1,653.12**

<b>10% O&amp;P on Labor and Material:</b>	<b>\$ -</b>	<b>\$ -</b>
<b>5% O&amp;P on Subcontracts:</b>	<b>\$ 1,653.12</b>	<b>\$ 82.66</b>
<b>3% Bond/Insurance:</b>	<b>\$ 1,653.12</b>	<b>\$ 49.59</b>

**TOTAL** **\$ 1,785.37**



# Sheehy Construction Company Inc.

SUMMARY SHEET

**Job:** Justice Page Middle School Renovation & Add      **Job #:** C87406      **Date:** 7/12/2022

**Re:** CO #8 - RFI #55 - Band Room Riser Demo      **CO#:** 8  
RFI #28 - Bay Window

1. Materials				\$0.00	
2. Sales Tax	8.0%			\$0.00	
3. Material OH/P	10%			\$0.00	
4. Truck Charge				\$108.00	
5. Subtotal Material/Truck		sum of lines 1, 2, 3 & 4.....			\$108.00
6. Standard Hours Labor	12.00	Hours @ \$111.00 per hour	\$1,332.00		
9. DT Hours Labor	0.00	Hours @ \$222.00 per hour	\$0.00		
10. Labor OH/P	10%		\$133.20		
11. Subtotal Labor		sum of lines 6, 7, 8 & 9.....			\$1,465.20
12. Tools & Equipment	6%	of lines 6, 7 & 8.....	\$79.92		
13. Permits & Fees			\$0.00		
14. DirtworX OT			\$0.00		
15. Xcel Energy Costs			\$0.00		
16. Material Handling			\$0.00		
17. Lift Equipment Rental			\$0.00		
18. Additional Bond Premium			\$0.00		
19. Expense OH/P	5%	of lines 13,14,15,16,17&18.....	\$0.00		
20. Subtotal Expense		sum of lines 12-19.....			\$79.92
<b>Total Price of Change</b>					<b>\$1,653.12</b>

Prices subject to cost changes if not accepted in 10 days.

Additional contract time required for this change is 0 additional work day(s)

**Muska Electrical Contractors**

**Sheehy Construction Company Inc.**

*Geoff Roering*

Signature: \_\_\_\_\_

Senior Project Manager

Print Name: \_\_\_\_\_

\*Please return approved CO to Muska to proceed with changes



# Muska Electric

## Extra Work Order

**Order ID** 7869

Work requested by **Sheehy**

**Job** C87406-1 • Justice Page Middle School Add

RFI #28 - Bay Window Concealed Conduits Demo/Re-Feed  
Outlets RFI #55 - Demo Band Riser Conduits/Wiring

**Extra Complete?** Yes

**Created By** GEOFFREY ROERING

Labor	Date	Employee	Hours	Type	Shift
	05/05/2022	MICHAEL BERTOLANI	8	ST	1
	06/30/2022	MICHAEL BERTOLANI	4	ST	1

👍 Extra work order created!



**Sheehy Construction Company Inc.**  
360 WEST LARPEUR  
Saint Paul, Minnesota 55113  
P: 651 488-6691

**Project: 22-500 Justice Page M.S. Addition & Remodel**  
1 W 49th St  
Minneapolis, Minnesota 55419

## RFI #28: Conference Room 106 Power/Lighting Demo In Wall

<b>Status</b>	Closed on 05/09/22		
<b>To</b>	Tom Roberts (Emanuelson-Podas, Inc.)	<b>From</b>	Geoff Roering (Muska Companies) 1985 Oakcrest Ave Roseville, Minnesota 55113
<b>Date Initiated</b>	May 3, 2022	<b>Due Date</b>	May 6, 2022
<b>Location</b>		<b>Project Stage</b>	
<b>Cost Impact</b>	Yes (Unknown)	<b>Schedule Impact</b>	
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>		<b>Reference</b>	
<b>Linked Drawings</b>			
<b>Received From</b>			
<b>Copies To</b>	Diedra Geye (Minneapolis Public Schools), Geoff Roering (Muska Companies), Jean Turck (Miller Dunwiddie), Dave Weinzetl (Sheehy Construction Company Inc.)		

### Activity

#### Question

**Question from Geoff Roering Muska Companies** on Tuesday, May 3, 2022 at 01:12 PM CDT

There are existing conduits for lighting and power in the exterior wall of room 106 that will be required for removal of the bay window. These will need to be removed and re-routed. See attached demo plan with no work shown for demo in this area.

Please advise.

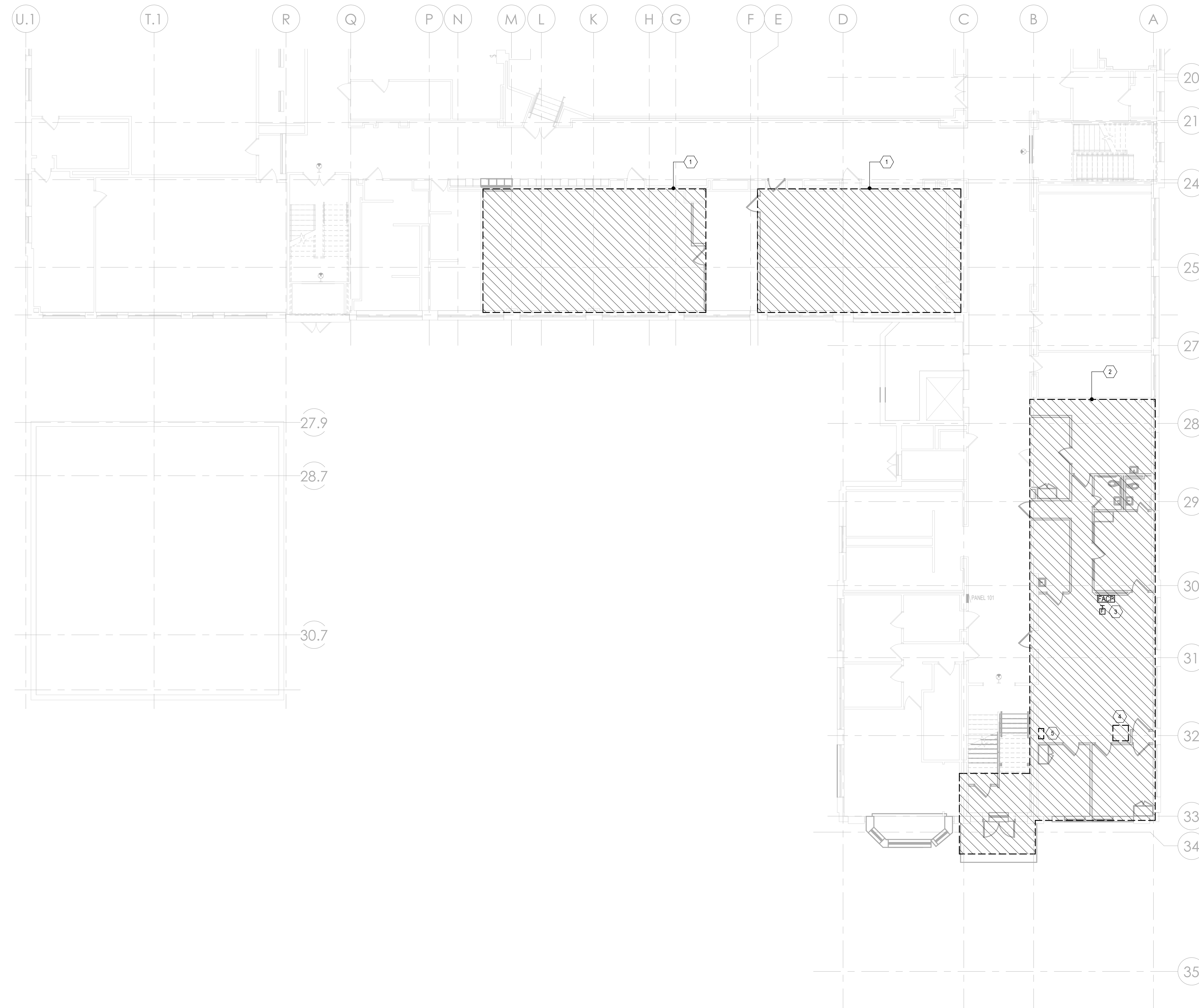
#### Attachments

[151---ED100 DEMO PLAN - FIRST FLOOR ZONE B.pdf](#)

#### Official Response

**Response from Tom Roberts Emanuelson-Podas, Inc.** on Monday, May 9, 2022 at 10:23 AM CDT

Disconnect and remove existing conduit for power and lighting in exterior wall or room 106 for removal of bay window. Re-route circuitry as required.



1 DEMOLITION PLAN - FIRST FLOOR ZONE B  
SCALE: 3/32" = 1'-0"

**GENERAL NOTES:**  
A. SEE SHEET E-000 FOR PROJECT GENERAL NOTES.

**KEY NOTES:**

1. DISCONNECT AND REMOVE EXISTING POWER, SYSTEMS AND LIGHTING IN CLASSROOM. RETAIN EXISTING LIGHTING CIRCUITRY FOR RE-USE. MAINTAIN CIRCUIT CONTINUITY TO ANY DOWNSTREAM DEVICE. DEMOLISH UNUSED POWER AND SYSTEMS CONDUIT AND CIRCUITRY BACK TO SOURCE AND LABEL EXISTING CIRCUIT BREAKER 'SPARE'.
2. DISCONNECT AND REMOVE POWER, LIGHTING AND SYSTEMS IN EXISTING OFFICE AREA. RETAIN ALL CIRCUITRY FOR RE-USE. REFER TO NEW WORK PLANS FOR NEW POWER, LIGHTING AND SYSTEMS LAYOUTS.
3. DISCONNECT, REMOVE AND RELOCATE EXISTING FIRE ALARM CONTROL PANEL AND ASSOCIATED MANUAL PULL STATION. REPLACE ALL WIRING TO FIRST DEVICE IN CIRCUIT TO AVOID SPLICING FIRE ALARM CIRCUITS. FIRE ALARM CONTROL PANEL (SIMPLEX 4610) SHALL REMAIN ACTIVE THROUGHOUT CONSTRUCTION. COORDINATE WITH MPS FIRE ALARM VENDOR FOR DETAILED SCOPE AND EXTENT OF WORK. REFER TO ELECTRICAL SHEET EY111 FOR NEW PANEL LOCATION.
4. DISCONNECT AND REMOVE POWER AND SYSTEMS ASSOCIATED WITH NETWORK RACK. REMOVE EXISTING CONDUIT AND CONDUCTORS BACK TO SOURCE. COORDINATE REMOVAL WITH LOW VOLTAGE VENDOR PRIOR TO DEMOLITION.
5. EXISTING TIME CLOCK CONTROLS TO REMAIN.



millerdunwiddie.com  
100 Washington Ave South, Suite 500  
Minneapolis, Minnesota 55401  
612 337 0000



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

*Kelly B. Artz*  
Signature

KELLY B. ARTZ  
Name

11/22/2021 26872  
Date License #

**PROJECT**

**JUSTICE PAGE MIDDLE SCHOOL ADDITION AND RENOVATION**

MINNEAPOLIS PUBLIC SCHOOLS

1 WEST 49TH STREET  
MINNEAPOLIS, MN.

**REVISED**

Mark	Date	Description

Project Number: MPS2101

Date: 11/22/2021

Drawn By: TRR

Checked By: MWF

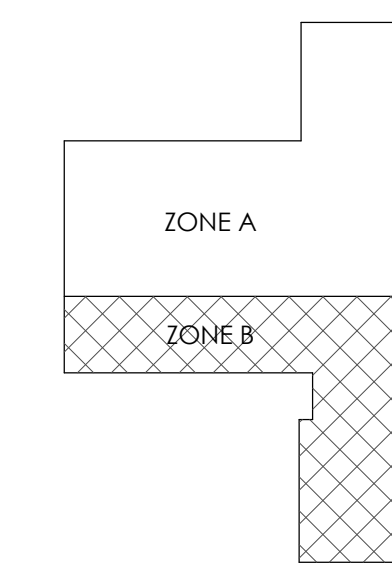
© 2021 Miller Dunwiddie Architecture, Inc.

**DRAWING TITLE**

**DEMOLITION PLAN - FIRST FLOOR ZONE B**

**DRAWING NUMBER**

ED100





**Sheehy Construction Company Inc.**  
360 WEST LARPEUR  
Saint Paul, Minnesota 55113  
P: 651 488-6691

**Project: 22-500 Justice Page M.S. Addition & Remodel**  
1 W 49th St  
Minneapolis, Minnesota 55419

## RFI #55: Electrical in Exist. Band Risers

<b>Status</b>	Closed on 06/27/22		
<b>To</b>	Kelly Artz (Emanuelson-Podas, Inc.) Tom Roberts (Emanuelson-Podas, Inc.)	<b>From</b>	Danial Hannover (Sheehy Construction Company Inc.)
<b>Date Initiated</b>	Jun 21, 2022	<b>Due Date</b>	Jun 24, 2022
<b>Location</b>		<b>Project Stage</b>	
<b>Cost Impact</b>	Yes (Unknown)	<b>Schedule Impact</b>	TBD
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>		<b>Reference</b>	
<b>Linked Drawings</b>			
<b>Received From</b>			
<b>Copies To</b>	Kermit Duncan (Miller Dunwiddie), Diedra Geye (Minneapolis Public Schools), Geoff Roering (Muska Companies), Laura Stene (Miller Dunwiddie), Dave Weinzetl (Sheehy Construction Company Inc.)		

### Activity

<b>Question</b>	<p><b>Question from Danial Hannover Sheehy Construction Company Inc. on Tuesday, Jun 21, 2022 at 01:38 PM CDT</b></p> <p>On sheet AD400, note D27 calls to remove the band risers structure. Within the existing structure, there is existing electrical. When referencing the electrical drawings, there are not any electrical plans for this area of work. The electrical will need to be removed as apart of the riser removal.</p> <p><b>Attachments</b> <a href="#">1655836746597.785889_tempImage.jpeg</a>, <a href="#">1655836746644.672852_tempImage.jpeg</a></p>
<b>Official Response</b>	<p><b>Response from Tom Roberts Emanuelson-Podas, Inc. on Monday, Jun 27, 2022 at 03:49 PM CDT</b></p> <p>Remove existing electrical within band riser. Demolish existing conduit and conductors feeding riser power. Maintain circuit continuity to any downstream devices.</p>
<b>All Replies</b>	<p><b>Response from Tom Roberts Emanuelson-Podas, Inc. on Monday, Jun 27, 2022 at 03:49 PM CDT</b></p> <p>Remove existing electrical within band riser. Demolish existing conduit and conductors feeding riser power. Maintain circuit continuity to any downstream devices.</p>







### COR 18 - Remove Build Ins at Band Room

**DESCRIPTION:** Pricing to remove the existing built in cabinets for flooring installation and new Owner supplied furniture.

Schedule Impact: N/A

**PROJECT :** MPS - Justice Page  
**DATE :** 7/12/22 **TIME** 14:11:29  
**PROJECT MANAGER:** Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
Labor						0.00	0.00	0.00
- Journeyman	20	HR	96.00			1920.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
Dumpsters	1	LS		300.00		0.00	323.25	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								
<b>SUBTOTALS</b>						<b>\$ 1,920.00</b>	<b>\$ 323.25</b>	<b>\$ -</b>

TOTAL LABOR	<b>\$ 1,920.00</b>
TOTAL MATERIAL	<b>\$ 323.25</b>
TOTAL SUBCONTRACTS	<b>\$ -</b>

**SUBTOTAL** **\$ 2,243.25**

10% O&P on Labor and Material:	<b>\$ 2,243.25</b>	<b>\$ 224.33</b>
5% O&P on Subcontracts:	<b>\$ -</b>	<b>\$ -</b>
3% Bond/Insurance:	<b>\$ 2,243.25</b>	<b>\$ 67.30</b>

**TOTAL** **\$ 2,534.87**

## COR 19 - RFI 46

**DESCRIPTION:** Pricing to paint the infilled orchestra south wall.

Schedule Impact: N/A

<b>PROJECT :</b>	MPS - Justice Page	<b>TIME</b>	14:17:15
<b>DATE :</b>	7/12/22		
<b>PROJECT MANAGER:</b>	Dan Hannover		

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
						0.00	0.00	0.00
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Wasche Commercial Finishes	1	LS		574.00		0.00	618.49	0.00
						0.00	0.00	0.00
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<b>SUBTOTALS</b>						<b>\$ -</b>	<b>\$ 618.49</b>	<b>\$ -</b>

<b>TOTAL LABOR</b>	<b>\$ -</b>
<b>TOTAL MATERIAL</b>	<b>\$ 618.49</b>
<b>TOTAL SUBCONTRACTS</b>	<b>\$ -</b>

<b>SUBTOTAL</b>	<b>\$ 618.49</b>
-----------------	------------------

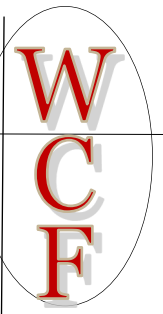
10% O&P on Labor and Material:	<b>\$ 618.49</b>	<b>\$ 61.85</b>
5% O&P on Subcontracts:	<b>\$ -</b>	<b>\$ -</b>
3% Bond/Insurance:	<b>\$ 618.49</b>	<b>\$ 18.55</b>

<b>TOTAL</b>	<b>\$ 698.89</b>
--------------	------------------

# Wasche Commercial Finishes, Inc.

Commercial Painting & Wallcovering

21335 Aberdeen Street NE  
East Bethel, MN 55011  
Office: 763-434-8812  
Fax 763-434-8858



## CHANGE REQUEST

DATE:	7/12/2022	PROJECT:	MPS Justice Page
TO:	Sheehy	WCF JOB#::	7358
ATTN:	Dan Hannover	SUBMITTED BY:	Jeremy Click

### PROPOSED CHANGE:

RFI 46: Painting existng wall per updated plan.

**TOTAL PROPOSED CHANGE AMOUNT:** **\$574.00**

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

*Wasche Office Use Only:*

WCF CR#: \_\_\_\_\_

Change Status to Approved

GC CO # \_\_\_\_\_

AIA: Y or N

Not Approved



## RFI #46: Wall Infill Finish at Orchestra Room

<b>Status</b>	Closed on 08/04/22		
<b>To</b>	Kermit Duncan (Miller Dunwiddie) Laura Stene (Miller Dunwiddie)	<b>From</b>	Danial Hannover (Sheehy Construction Company Inc.)
<b>Date Initiated</b>	Jun 7, 2022	<b>Due Date</b>	Jun 10, 2022
<b>Location</b>		<b>Project Stage</b>	
<b>Cost Impact</b>	TBD	<b>Schedule Impact</b>	TBD
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>		<b>Reference</b>	
<b>Linked Drawings</b>			
<b>Received From</b>			
<b>Copies To</b>	Diedra Geye (Minneapolis Public Schools), Paul May (Miller Dunwiddie), Dave Weinzetl (Sheehy Construction Company Inc.)		

### Activity

#### Question

**Question from Danial Hannover Sheehy Construction Company Inc. on Tuesday, Jun 7, 2022 at 03:00 PM CDT**

At the orchestra rooms, the southern wall receives a concrete infill as detailed in Structural and on A400 in Architectural.

However, in referencing the architectural and interior finishes drawings, there does not appear to be a finish called out for this wall.

Please advise what the finish is to be.

#### Official Response

**Response from Laura Stene Miller Dunwiddie on Thursday, Aug 4, 2022 at 01:11 PM CDT**

Skim coat to match adjacent finish and texture prior to painting.

#### Official Response

**Response from Laura Stene Miller Dunwiddie on Tuesday, Jun 14, 2022 at 10:39 AM CDT**

The entire concrete wall, including the infill area, is to be painted to match the existing finish.

#### Attachments

[I100 - Orchestra Room.pdf](#)

#### All Replies

**Response from Laura Stene Miller Dunwiddie on Thursday, Aug 4, 2022 at 01:11 PM CDT**

Skim coat to match adjacent finish and texture prior to painting.

**Response from Laura Stene Miller Dunwiddie on Tuesday, Jun 14, 2022 at 10:39 AM CDT**

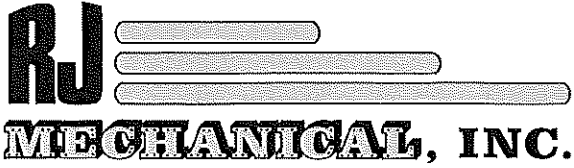
The entire concrete wall, including the infill area, is to be painted to match the existing finish.

#### Attachments

[I100 - Orchestra Room.pdf](#)







MN Lic. #005105PM

HPP #030327-CL

901 N. Industrial Park RD [Pat@rimechanical.biz](mailto:Pat@rimechanical.biz)  
PO Box 373 Phone 320-679-0602  
Mora, Mn. 55051 Fax 320-679-0356

RFI#85

To: Sheehy Construction  
Attention: Dan Hannover

Project: JPMS

**Description:** New 2" HWS/R routed thru tunnel. Tie into existing 6" mains  
Remove installed 1-1/2" HWS/R and upsize to 2" piping

Material Total: \$ 9,891.25  
Labor Total: \$ 5,714.72  
Subcontractor: \$ 5,118.75

TOTAL: \$ 20,724.72

Pat Pitman

Date: 8/1/2022



## Pat Pitman

---

**From:** Dan Thill <xcellentinsulation@yahoo.com> on behalf of Dan Thill  
**Sent:** Friday, July 29, 2022 2:52 PM  
**To:** Pat Pitman  
**Subject:** Re: Justice Page M.S. Addition & Remodel: Response to RFI #85 (Hydronic Tie Ins)

Pat, For this one for the upsize on pipe and extra pipe in tunnel would be \$2,475 for material and \$2,400 labor equaling \$4,875.00

Thanks, Dan  
Xcellent Insulation

On Friday, July 29, 2022 at 07:58:50 AM CDT, Pat Pitman <pat@rjmechanical.biz> wrote:

Also, that added 2" piping that is bubbled in will be running thru a tunnel. So make sure you have that figured in with your number.

Thanks,

Pat Pitman

Estimator



901 N Industrial Park Road

P.O. Box 373

Mora, MN 55051

320-364-5831 Direct dial

320-679-0602 Main office

320-679-0356 Fax



**Sheehy Construction Company Inc.**  
360 WEST LARPEUR  
Saint Paul, Minnesota 55113  
P: 651 488-6691

**Project: 22-500 Justice Page M.S. Addition & Remodel**  
1 W 49th St  
Minneapolis, Minnesota 55419

## RFI #85: Hydronic Tie Ins

<b>Status</b>	Closed on 08/02/22		
<b>To</b>	Lisa Hillestad (Emanuelson-Podas, Inc.)	<b>From</b>	Danial Hannover (Sheehy Construction Company Inc.)
<b>Date Initiated</b>	Jul 12, 2022	<b>Due Date</b>	Jul 15, 2022
<b>Location</b>		<b>Project Stage</b>	
<b>Cost Impact</b>	TBD	<b>Schedule Impact</b>	TBD
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>	M101	<b>Reference</b>	
<b>Linked Drawings</b>			
<b>Received From</b>			
<b>Copies To</b>	Kermit Duncan (Miller Dunwiddie), Diedra Geye (Minneapolis Public Schools), Pat Pitman (RJ Mechanical, Inc.), Laura Stene (Miller Dunwiddie), Dave Weinzetl (Sheehy Construction Company Inc.)		

### Activity

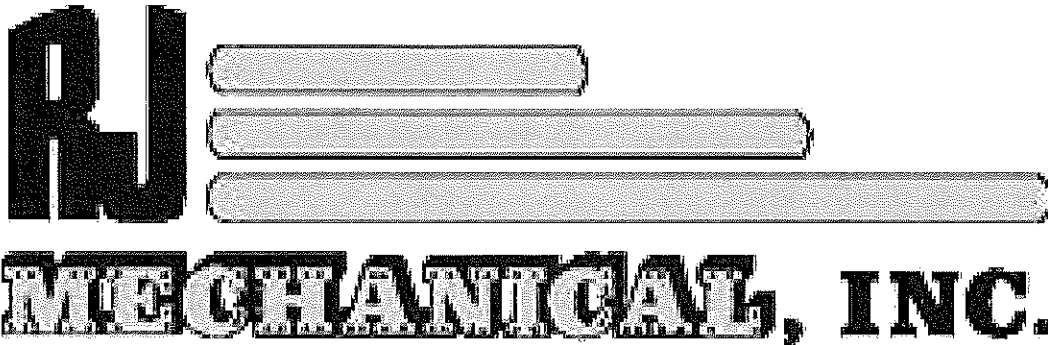
<b>Question</b>	<p><b>Question from Danial Hannover Sheehy Construction Company Inc.</b> on Tuesday, Jul 12, 2022 at 02:29 PM CDT The pipes supplying AHU-1 are not sized as shown per plans. The CWS/R is 3" and the HWS/R is 2".  Will this location still be acceptable for the tie in?</p> <p><b>Attachments</b> <a href="#">image0 (005).jpeg, 20220712142533910.pdf</a></p>
<b>Official Response</b>	<p><b>Response from Lisa Hillestad Emanuelson-Podas, Inc.</b> on Thursday, Jul 28, 2022 at 04:23 PM CDT Please see attached drawings for rerouting of hydronic hot water supply/return.</p> <p><b>Attachments</b> <a href="#">RFI 85 Hydronic Tie Ins.pdf</a></p>
<b>All Replies</b>	<p><b>Response from Lisa Hillestad Emanuelson-Podas, Inc.</b> on Thursday, Jul 28, 2022 at 04:23 PM CDT Please see attached drawings for rerouting of hydronic hot water supply/return.</p> <p><b>Attachments</b> <a href="#">RFI 85 Hydronic Tie Ins.pdf</a></p> <p><b>Response from Danial Hannover Sheehy Construction Company Inc.</b> on Tuesday, Jul 19, 2022 at 08:47 AM CDT Pat - Please respond with your feedback to keep this item moving.</p>

**Response from Lisa Hillestad Emanuelson-Podas, Inc. on Tuesday, Jul 19, 2022 at 08:41 AM CDT**

The 3" CWS/R is sufficiently sized and can be connected in this location. The 2" HWS/R will be too small for the the additional new load. We will need to route 2" HWS/R lines back to the 6" HWS/R mains in the tunnel. See attached for markups. Two locations are marked up for where we could drop into the tunnel level. Feedback on what location to drop into the tunnel would be appreciated. Drawing updates will need to be released in a PR package.

**Attachments**

[Justice Page Mech RFI 85 2.pdf](#), [Justice Page Mech RFI 85.pdf](#)



## Request For Information

**Project:** JPMS

**To:** Sheehy

**Date:** 7/12/2022

**Subject:** Hydronic Tie ins

**Specification Section:**

**Reference Plan / Details:** M101

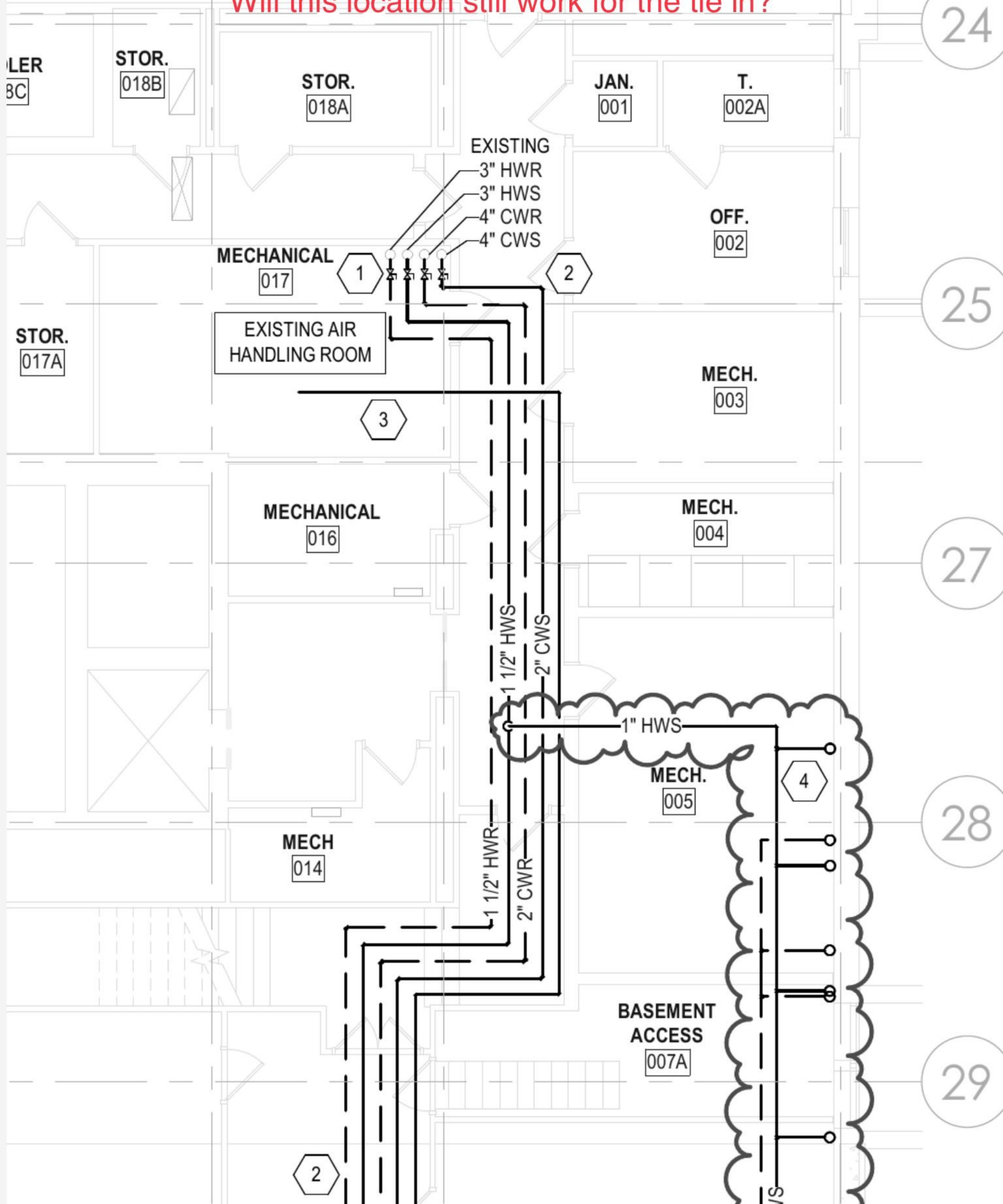
**Request:**

The pipes supplying AHU-1 are not sized as shown per plans. The CWS/R is 3" and the HWS/R is 2". Will this location still be acceptable for the tie in?

**Written By:** Pat Pitman

**Phone:** 320-679-0602

The pipes suppling AHU-1 are not sized as shown  
The CWS/R are 3" and the HWS/R are 2"  
Will this location still work for the tie in?

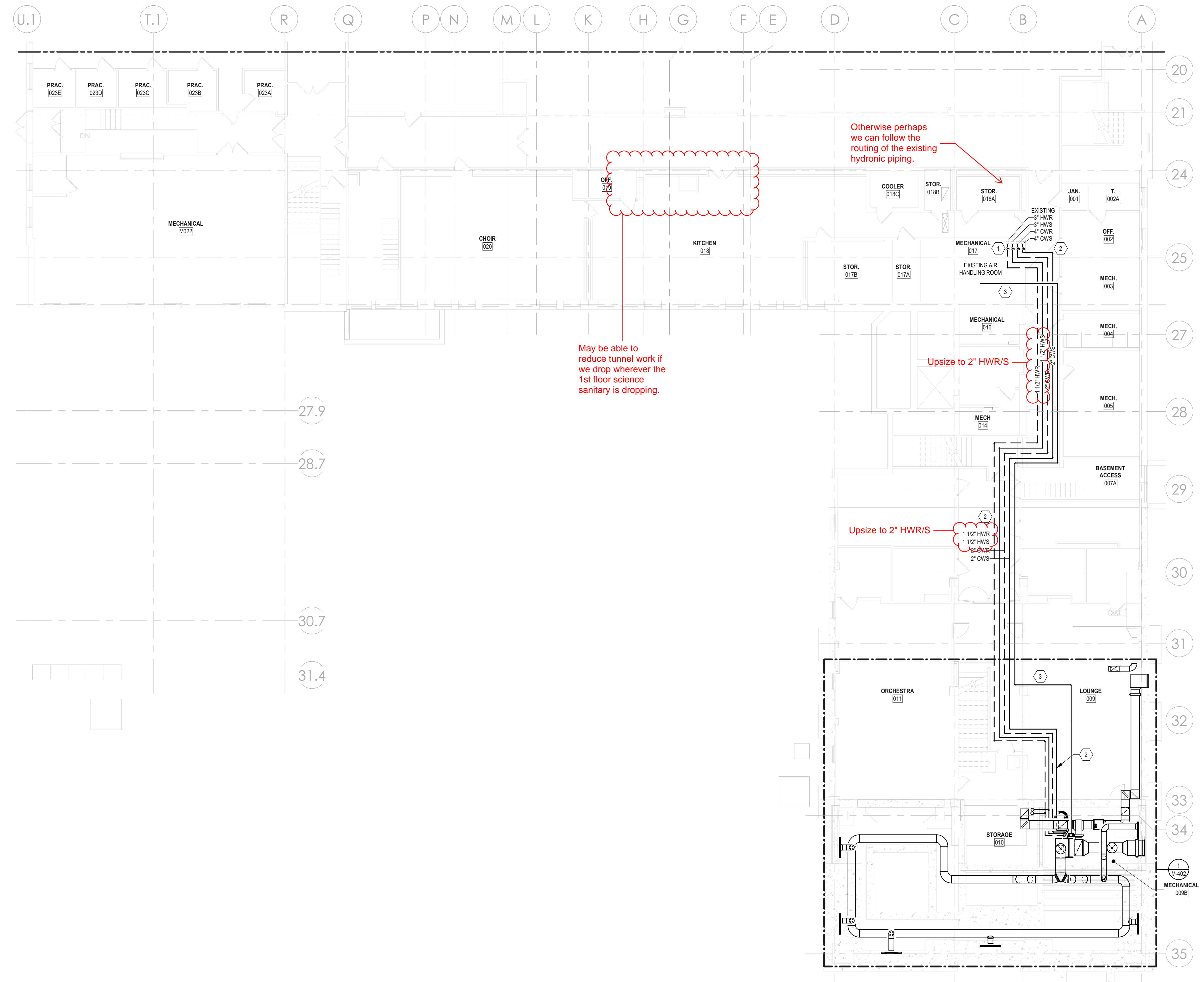


**GENERAL NOTES:**

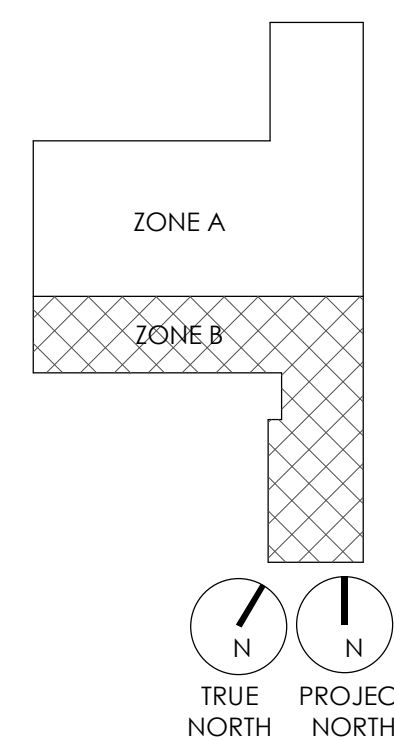
A SEE SHEET M-000 M-001 FOR GENERAL INFORMATION AND NOTES.

**KEY NOTES:**

- CONNECT NEW PIPING SERVING AHU-1 TO EXISTING HWR, HWS, CWR, CWS LINES IN EXISTING AIR HANDLING ROOM.
- INSTALL OFFSETS FOR PIPE EXPANSION PER SPECIFICATIONS. INSTALL GUIDES PER SPECIFICATIONS.
- SLOPE CONDENSATE PIPING TO EXISTING AIR HANDLING ROOM. INSULATE VERTICAL DROPS, EXTEND TO EXISTING FLOOR DRAIN. TERMINATE WITH CODE COMPLIANT AIR GAP.



1 HVAC PLAN - GROUND FLOOR ZONE B  
SCALE: 3/32" = 1'-0"



PROJECT

**JUSTICE PAGE  
MIDDLE  
SCHOOL  
ADDITION AND  
RENOVATION**

MINNEAPOLIS PUBLIC SCHOOLS  
MPS OP# 22-2211

1 WEST 49TH STREET  
MINNEAPOLIS, MN.

REVISED

Mark	Date	Description
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
6	06/23/2022	RFI 52
8	07/28/2022	RFI 85

Project Number: MPS2101

Date: 11/22/2021

Drawn By: RGO/LMH

Checked By: SAV

© 2021 Miller Dunwiddie Architecture, Inc.

DRAWING TITLE

**HVAC PLAN -  
GROUND FLOOR  
ZONE B**

DRAWING NUMBER

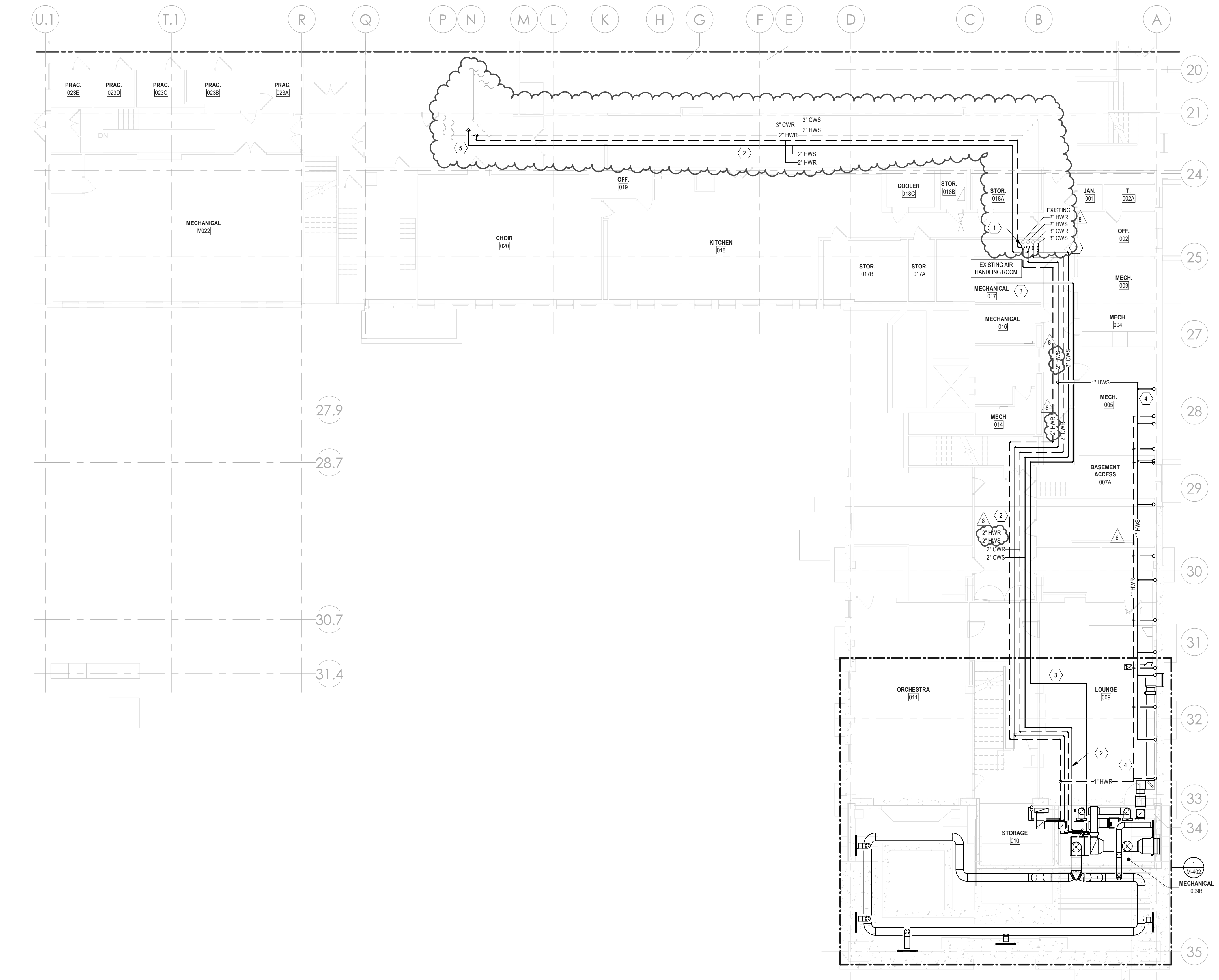
M-101

GENERAL NOTES:

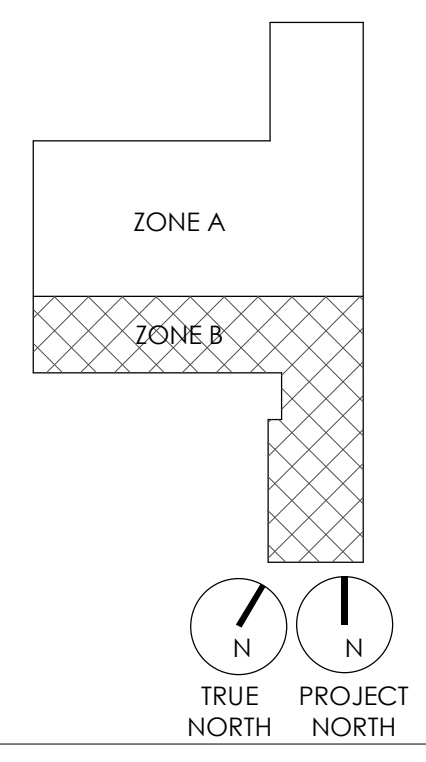
A. SEE SHEET M-000 M-001 FOR GENERAL INFORMATION AND NOTES.

KEY NOTES:

1. CONNECT NEW PIPING SERVING AHU-10 TO EXISTING CWR, CWS LINES IN EXISTING AIR HANDLING ROOM. RUN HWR AND HWS LINES DOWN TO TUNNEL LEVEL BELOW.
2. INSTALL OFFSETS FOR PIPE EXPANSION PER SPECIFICATIONS. INSTALL GUIDES PER SPECIFICATIONS.
3. SLOPE CONDENSATE PIPING TO EXISTING AIR HANDLING ROOM. INSULATE VERTICAL DROPS. EXTEND TO EXISTING FLOOR DRAIN. TERMINATE WITH CODE COMPLIANT AIR GAP.
4. PROVIDE 1" SUPPLY MAIN AND 1" RETURN MAIN. HOT WATER SUPPLY AND HOT WATER RETURN UP THROUGH FLOOR SERVING NEW FIN TUBE RADIATION ON LEVEL ABOVE.
5. CONNECT NEW 2" HWS AND 2" HWR INTO EXISTING 6" MAIN.



1 HVAC PLAN - GROUND FLOOR ZONE B  
SCALE: 3/32" = 1'-0"



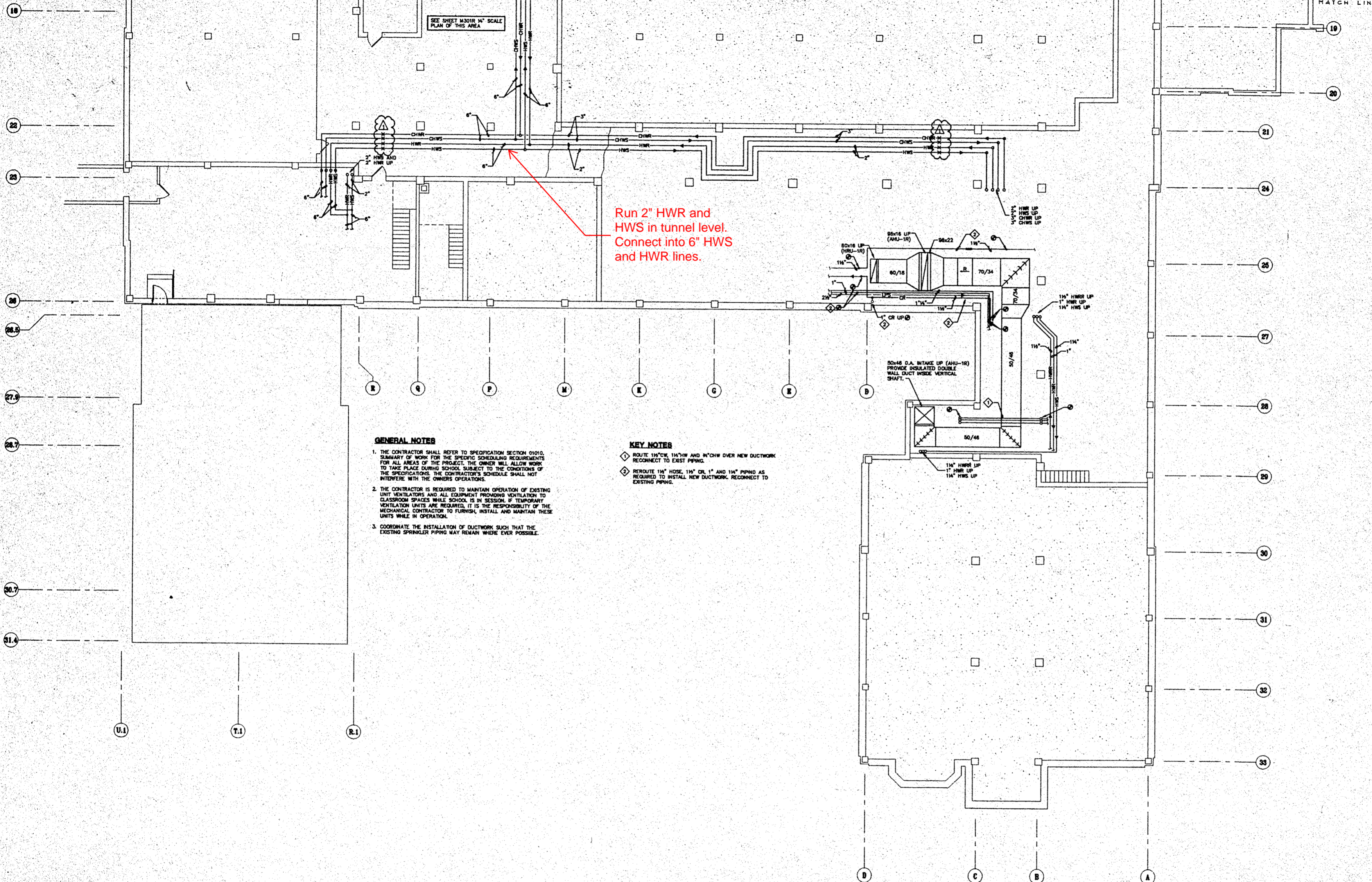
FOR CONTINUATION  
SEE SHEET #200R

FOR CONTINUATION  
SEE SHEET #200R

FOR CONTINUATION  
SEE SHEET #200R

MATCH LINE  
MATCH LINE

MATCH LINE  
MATCH LINE



**GENERAL NOTES**

1. THE CONTRACTOR SHALL REFER TO SPECIFICATION SECTION 0110, SUMMARY OF WORK FOR THE SPECIFIC SCHEDULING REQUIREMENTS FOR ALL AREAS OF THE PROJECT. THE OWNER WILL ALLOW WORK TO TAKE PLACE DURING SCHOOL SUBJECT TO THE CONDITIONS OF THE SPECIFICATIONS. THE CONTRACTOR'S SCHEDULE SHALL NOT INTERFERE WITH THE OWNER'S OPERATIONS.
2. THE CONTRACTOR IS REQUIRED TO MAINTAIN OPERATION OF EXISTING UNIT VENTILATORS AND ALL EQUIPMENT PROVIDING VENTILATION TO CLASSROOM SPACES WHILE SCHOOL IS IN SESSION. IF TEMPORARY VENTILATION UNITS ARE REQUIRED, IT IS THE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR TO FURNISH, INSTALL AND MAINTAIN THESE UNITS WHILE IN OPERATION.
3. COORDINATE THE INSTALLATION OF DUCTWORK SUCH THAT THE EXISTING SPRINKLER PIPING MAY REMAIN WHERE EVER POSSIBLE.

**KEY NOTES**

- ◇ ROUTE 1 1/2" CW, 1 1/4" HW AND 1" CW OVER NEW DUCTWORK RECONNECT TO EXIST PIPING.
- ◇ REROUTE 1" HOSE, 1 1/2" OR, 1" AND 1 1/4" PIPING AS REQUIRED TO INSTALL NEW DUCTWORK. RECONNECT TO EXISTING PIPING.

Run 2" HWR and HWS in tunnel level. Connect into 6" HWS and HWR lines.

1 UNIT B SUB-FLOOR VENTILATION AND HYDRONIC PIPING PLAN  
1/8" = 1'-0"

**MILLER  
DUNWIDDIE  
INC.**  
ARCHITECTS

123 N. THIRD STREET  
SUITE 104  
MINNEAPOLIS 55401  
TELEPHONE NUMBER  
612-337-0000  
FAX NUMBER  
612-337-0031

DATE: 5-28-98

ENGINEER: [Signature] REG. NO. [Number]

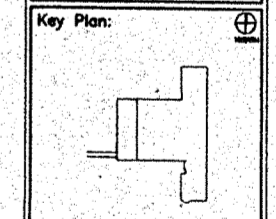
DATE: 5-28-98

DRAWN: PGP

CHECKED: JMB

REVISED:  
5/6/98  
ADD BODYPH. NO. 1

MICHAUD  
COOLEY  
ERICKSON  
CONSULTING ENGINEERS  
1200 METROPOLITAN CENTRE  
333 SOUTH SEVENTH STREET  
MINNEAPOLIS, MN 55402  
FAX: 612-339-8354  
TEL: 612-339-4941



Project:  
**RAMSEY  
MIDDLE SCHOOL  
NOISE ABATEMENT**

MINNESOTA AVE. & 49TH ST.  
MINNEAPOLIS, MINNESOTA

Drawing Title:  
UNIT B SUB-FLOOR  
VENTILATION AND  
HYDRONIC PIPING PLAN

Scale: 1/8" = 1'-0"  
Comm. No. MD0180  
Drawing Number

M201R





MN Lic. #005105PM

HPP #038327-CL

901 N. Industrial Park RD [Pat@rjmechanical.biz](mailto:Pat@rjmechanical.biz)  
PO Box 373 Phone 320-679-0602  
Mora, Mn. 55051 Fax 320-679-0356

RFI#81

To: SHEEHY  
Attention: Dan Hannover

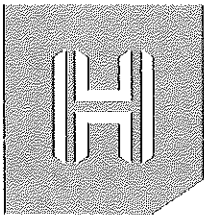
Project: JPMS

**Description:** See attached backup from Harris

Material Total:	\$	-
Labor Total:	\$	-
Subcontractor:	\$	4,795.00
5% Markup:	\$	<u>239.75</u>
<b>TOTAL:</b>	<b>\$</b>	<b><u>5,034.75</u></b>

Pat Pitman

Date: 7/21/2022



909 MONTREAL CIRCLE  
ST. PAUL, MN 55102

July 20, 2022

Pat Pitman  
901 N Industrial Park Rd  
P.O Box 373  
Mora, MN 55051

**RE: MPS Justice Page Middle School RFI- 81 VAV Control Valves**

Pat,

Please review the following scope of work and lump sum pricing for added scope as noted below.

**Clarifications:**

- The pricing included in this proposal is good for 30 days.

**Scope of Work**

- Provide 3-way Re-heat valves (12 thus) for VAVs in place of the 2-way valves approved and received.
- Update O&M documentation for each item noted above.
- One-year warranty on all installed parts and labor.

Material						
Qty	Part Number	Description	List	MPS List	Tax	Total
120	18/3 Wire	Control Wiring	\$0.25	\$0.31	\$0.34	\$40.59
12		VAV Reheat 3-way Valve	\$3,104.00	\$3,498.00	\$3,786.59	\$3,786.59
					\$0.00	\$0.00
<b>Material Subtotal</b>						<b>\$3,827.18</b>

Labor				
Hours	Category	Labor Description	Rate	Total
4	Control System Designer	Documentation, Programming, Purchasing	\$133.00	\$532
	Control System Specialist	Point Verification, Graphics, & Commissioning	\$128.00	\$0
	Electrician	Electrician Labor	\$123.00	\$0
<b>Labor Subtotal</b>				<b>\$532.00</b>

<b>Subcontractor Overhead &amp; Profit (5%)</b>	<b>\$0</b>
<b>Material Overhead &amp; Profit (10%)</b>	<b>\$4,210</b>
<b>Labor Overhead &amp; Profit (10%)</b>	<b>\$585.20</b>
<b>Total</b>	<b>\$4,795</b>

**Exclusions**

- Work with hazardous materials
- Premium / overtime hours
- Installation of valves / taps / wells / dampers
- Troubleshooting or repair of existing equipment
- Cutting / patching / core drilling / wall finish repair
- Fire alarm work unless noted
- Control or monitoring of fire / smoke / combination dampers
- Line voltage wiring for control panels
- Lighting control
- Dampers
- Starters / disconnects / VFD's
- Computers / workstations / servers
- Upgrade of existing Automation software

Sincerely,



Dan Schindeldecker  
 Building Automation Project Manager  
 C: 612-490-7692  
[dschindeldecker@harriscompany.com](mailto:dschindeldecker@harriscompany.com)



### COR 22 - Pneumatic Controls Demo

**DESCRIPTION:** Pricing to remove the pneumatic controls via T&M.

Schedule Impact: N/A

**PROJECT :** MPS - Justice Page

**DATE :** 8/2/22

**TIME**

09:19:20

**PROJECT MANAGER:** Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
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						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
RJ Mechanical	1	LS			2273.25	0.00	0.00	2273.25
						0.00	0.00	0.00
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***** DO NOT USE OR DELETE THIS LINE *****								
<b>SUBTOTALS</b>						\$ -	\$ -	\$ 2,273.25

TOTAL LABOR	\$ -
TOTAL MATERIAL	\$ -
TOTAL SUBCONTRACTS	\$ 2,273.25

**SUBTOTAL** \$ 2,273.25

10% O&P on Labor and Material:	\$ -	\$ -
5% O&P on Subcontracts:	\$ 2,273.25	\$ 113.66
3% Bond/Insurance:	\$ 2,273.25	\$ 68.20

**TOTAL** \$ 2,455.11



MIN Lic. #005105PM

HPP #038327-CL

901 N. Industrial Park RD [Pat@rjmechanical.biz](mailto:Pat@rjmechanical.biz)  
PO Box 373 Phone 320-679-0602  
Mora, Mn. 55051 Fax 320-679-0356

To: SHEEHY  
Attention: Dan Hannover

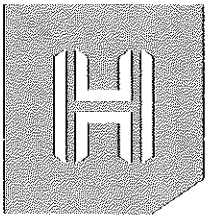
Project: JPMS

Description: See attached T&M from Harris

Material Total:	\$	-
Labor Total:	\$	-
Subcontractor:	\$	2,165.00
5% Markup:	\$	<u>108.25</u>
TOTAL:	\$	<u>2,273.25</u>

Pat Pitman

Date: 7/21/2022



909 MONTREAL CIRCLE  
ST. PAUL, MN 55102

July 21, 2022

Pat Pitman  
901 N Industrial Park Rd  
P.O Box 373  
Mora, MN 55051

**RE: MPS Justice Page Middle School Pneumatic Controls Demolition**

Pat,

Please review the following scope of work and lump sum pricing for added scope as noted below.

**Clarifications:**

- The pricing included in this proposal is good for 30 days.

**Scope of Work**

- Pneumatic Demo
  - During the demolition of pneumatic controls in the office unknown pneumatics were located between slab and flooring which needed to be investigated prior to demoing.
  - Harris worked with MPS Schools fitter to determine what could be removed and what was to be left.
- Update O&M documentation for each item noted above.
- One-year warranty on all installed parts and labor.

Labor				
Hours	Category	Labor Description	Rate	Total
16	Electrician	Electrician Labor	\$123.00	\$1,968
<b>Labor Subtotal</b>				<b>\$1,968.00</b>

<b>Subcontractor Overhead &amp; Profit (5%)</b>	<b>\$0</b>
<b>Material Overhead &amp; Profit (10%)</b>	<b>\$0</b>
<b>Labor Overhead &amp; Profit (10%)</b>	<b>\$2,164.80</b>
<b>Total</b>	<b>\$2,165</b>

**Exclusions**

- Work with hazardous materials
- Premium / overtime hours
- Installation of valves / taps / wells / dampers
- Troubleshooting or repair of existing equipment
- Cutting / patching / core drilling / wall finish repair
- Fire alarm work unless noted
- Control or monitoring of fire / smoke / combination dampers
- Line voltage wiring for control panels
- Lighting control
- Dampers
- Starters / disconnects / VFD's
- Computers / workstations / servers
- Upgrade of existing Automation software

Sincerely,



Dan Schindeldecker  
 Building Automation Project Manager  
 C: 612-490-7692  
[dschindeldecker@harriscompany.com](mailto:dschindeldecker@harriscompany.com)

## COR 23 - RFI 86

**DESCRIPTION:** Pricing to relocate conduit for new water lines. Piping would have not fit per contract documents.

**Schedule Impact:** N/A

**PROJECT :** MPS - Justice Page **TIME** 09:27:22  
**DATE :** 8/2/22  
**PROJECT MANAGER:** Dan Hannover

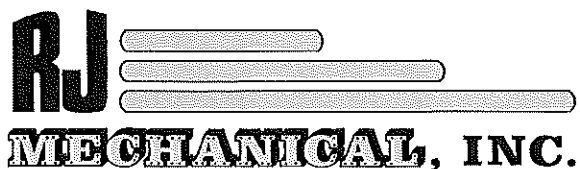
DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
RJ Mechanical	1	LS			568.05	0.00	0.00	568.05
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****						-	-	-
<b>SUBTOTALS</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ 568.05</b>

<b>TOTAL LABOR</b>	<b>\$ -</b>
<b>TOTAL MATERIAL</b>	<b>\$ -</b>
<b>TOTAL SUBCONTRACTS</b>	<b>\$ 568.05</b>

**SUBTOTAL** **\$ 568.05**

10% O&P on Labor and Material:	\$ -	\$ -
5% O&P on Subcontracts:	\$ 568.05	\$ 28.40
3% Bond/Insurance:	\$ 568.05	\$ 17.04

**TOTAL** **\$ 613.49**



MN Lic #005105PM

HPP #038327-CL

901 N. Industrial Park RD [Pat@rjmechanical.biz](mailto:Pat@rjmechanical.biz)  
PO Box 373 Phone 320-679-0602  
Mora, Mn. 55051 Fax 320-679-0356

RFI#86

To: SHEEHY  
Attention: Dan Hannover

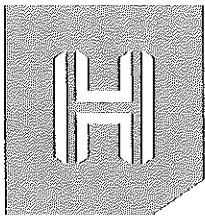
Project: JPMS

**Description:** Conduit was relocated for new water lines. Piping would have not fit per original plans

Material Total:	\$	-
Labor Total:	\$	-
Subcontractor:	\$	541.00
5% Markup:	\$	<u>27.05</u>
<b>TOTAL:</b>	<b>\$</b>	<b><u>568.05</u></b>

Pat Pitman

Date: 7/21/2022



909 MONTREAL CIRCLE  
ST. PAUL, MN 55102

July 21, 2022

Pat Pitman  
901 N Industrial Park Rd  
P.O Box 373  
Mora, MN 55051

**RE: MPS Justice Page Middle School RM16 Conduit Relocate**

Pat,

Please review the following scope of work and lump sum pricing for added scope as noted below.

**Clarifications:**

- The pricing included in this proposal is good for 30 days.

**Scope of Work**

- Relocate conduit (2 Thus) inside RM16
  - Conduit was moved do to it being in the way of new water lines being installed by fitter for new construction.
- Update O&M documentation for each item noted above.
- One-year warranty on all installed parts and labor.

Labor				
Hours	Category	Labor Description	Rate	Total
4	Electrician	Electrician Labor	\$123.00	\$492
<b>Labor Subtotal</b>				<b>\$492.00</b>

<b>Subcontractor Overhead &amp; Profit (5%)</b>	<b>\$0</b>
<b>Material Overhead &amp; Profit (10%)</b>	<b>\$0</b>
<b>Labor Overhead &amp; Profit (10%)</b>	<b>\$541.20</b>
<b>Total</b>	<b>\$541</b>

**Exclusions**

- Work with hazardous materials
- Premium / overtime hours
- Installation of valves / taps / wells / dampers
- Troubleshooting or repair of existing equipment
- Cutting / patching / core drilling / wall finish repair
- Fire alarm work unless noted
- Control or monitoring of fire / smoke / combination dampers
- Line voltage wiring for control panels
- Lighting control
- Dampers
- Starters / disconnects / VFD's
- Computers / workstations / servers
- Upgrade of existing Automation software

Sincerely,



Dan Schindeldecker  
 Building Automation Project Manager  
 C: 612-490-7692  
[dschindeldecker@harriscompany.com](mailto:dschindeldecker@harriscompany.com)



## RFI #86: Wall Penetrations

<b>Status</b>	Closed on 07/19/22		
<b>To</b>	Laura Stene (Miller Dunwiddie) Tom Roberts (Emanuelson-Podas, Inc.) Kermit Duncan (Miller Dunwiddie) Lisa Hillestad (Emanuelson-Podas, Inc.)	<b>From</b>	Danial Hannover (Sheehy Construction Company Inc.)
<b>Date Initiated</b>	Jul 14, 2022	<b>Due Date</b>	Jul 17, 2022
<b>Location</b>		<b>Project Stage</b>	
<b>Cost Impact</b>	TBD	<b>Schedule Impact</b>	TBD
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>		<b>Reference</b>	
<b>Linked Drawings</b>			
<b>Received From</b>			
<b>Copies To</b>	Pat Pitman (RJ Mechanical, Inc.), Dave Weinzetl (Sheehy Construction Company Inc.)		

### Activity

#### Question

**Question from Danial Hannover Sheehy Construction Company Inc. on Thursday, Jul 14, 2022 at 08:03 AM CDT**  
See attached for an RFI from RJ Mechanical regarding wall penetrations at the mechanical room.

There is also (2) photos and (1) video as back up.

#### Attachments

[Video.mov](#), [image1 \(003\).jpeg](#), [image0 \(003\).jpeg](#), [20220713141058116.pdf](#)

#### Official Response

**Response from Lisa Hillestad Emanuelson-Podas, Inc. on Tuesday, Jul 19, 2022 at 09:44 AM CDT**

Pneumatic conduit will be relocated. Discussed with Harris during on site meeting. The proposed pipe routing from RJ Mechanical is acceptable.

#### Official Response

**Response from Laura Stene Miller Dunwiddie on Monday, Jul 18, 2022 at 01:53 PM CDT**

Architecturally, this is acceptable.

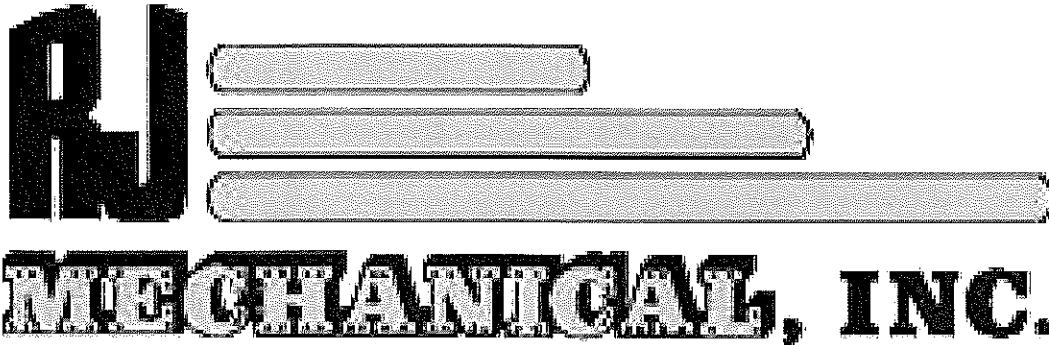
#### All Replies

**Response from Lisa Hillestad Emanuelson-Podas, Inc. on Tuesday, Jul 19, 2022 at 09:44 AM CDT**

Pneumatic conduit will be relocated. Discussed with Harris during on site meeting. The proposed pipe routing from RJ Mechanical is acceptable.

**Response from Laura Stene Miller Dunwiddie on Monday, Jul 18, 2022 at 01:53 PM CDT**

Architecturally, this is acceptable.



## Request For Information

**Project:** JPMS

**To:** Sheehy

**Date:** 7/13/2022

**Subject:** Wall Penetrations

**Specification Section:**

**Reference Plan / Details:** please see attached pictures and video

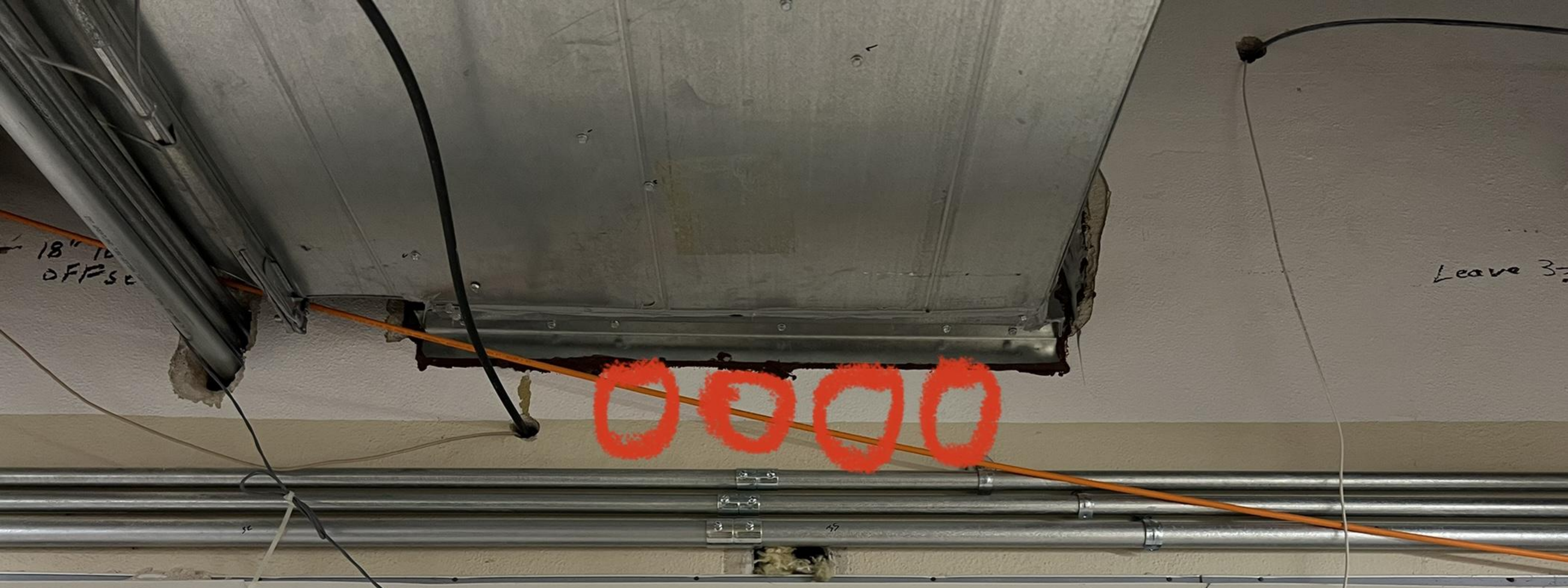
**Request:**

We found a location where we might be able to enter into the mechanical room from the hallway but this would require moving an electrical conduit and pneumatic conduit in order to fit. With the ceiling and mechanical room being so full we would like to know if this would be an option.

Please advise.

**Written By:** Pat Pitman

**Phone:** 320-679-0602



Where I would like to enter





**COR 25 - RFI 59**

**DESCRIPTION:** Pricing to infill the unfinished wall behind the removed base with plaster.

Schedule Impact: N/A

<b>PROJECT :</b>	MPS - Justice Page	<b>TIME</b>	20:34:15
<b>DATE :</b>	8/3/22		
<b>PROJECT MANAGER:</b>	Dan Hannover		

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
Mulchaey Nickolaus	1	LS			9310.00	0.00	0.00	9310.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
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						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								

<b>SUBTOTALS</b>						\$ -	\$ -	\$ 9,310.00
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TOTAL LABOR	\$ -
TOTAL MATERIAL	\$ -
TOTAL SUBCONTRACTS	\$ 9,310.00

<b>SUBTOTAL</b>	\$ 9,310.00
-----------------	-------------

10% O&P on Labor and Material:	\$ -	\$ -
5% O&P on Subcontracts:	\$ 9,310.00	\$ 465.50
3% Bond/Insurance:	\$ 9,310.00	\$ 279.30

<b>TOTAL</b>	\$ 10,054.80
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# MULCAHY NICKOLAUS

## DRYWALL • PLASTER • EIFS • FIREPROOFING

2980 Granada Lane North | Oakdale, MN 55128  
 Phone: 651-770-5250 Fax: 651-770-8118  
 www.mulcahynickolaus.com

### PROPOSED CONTRACT CHANGES

<b>Date:</b> <u>Wednesday, July 20, 2022</u>	<b>Project Name:</b> <u>Justice Page Middle School</u>
<b>To:</b> <u>Sheehy Construction</u>	<b>Mul-Nic Job #</b> <u>#22033</u>
<b>Attn:</b> <u>Danial Hannover</u>	<b>Mul-Nic PCO #</b> <u>#1 - Plaster</u>
<b>Address:</b> <u>360 West Larpenteur Avenue</u>	<b>FWO# Reference</b> _____
<u>St. Paul, MN. 55113</u>	<b>Reference Date:</b> _____

<b>Description of work ADDED / DELETED:</b>	Labor and materials to patch and repair the plaster after the base was removed. <b>Rooms: 110, 111 and 104</b>

#### COST SUMMARY:

<b>Labor:</b>			
Labor:	71	Hours @ \$105.00 / Hour	\$7,455.00
Overtime (Premium Only):	0	Hours @ \$34.12 / Hour	\$0.00
<b>Total Labor Cost</b>			<b>\$7,455.00</b>

<b>Materials and Equipment:</b>		
Mulcahy-Nickolaus owned equipment % of Labor Cost:	5%	\$372.75
Materials:		\$1,121.00
Equipment Rental:		\$0.00
	<i>Material Subtotal:</i>	\$1,493.75
	<i>Add % Sales Tax:</i>	\$112.03
	<b>Total Material Cost:</b>	<b>\$1,605.78</b>

<b>General Conditions:</b>	
Per Diem (Travel Pay, Parking):	\$0.00
Delivery Expense:	\$0.00
	<b>Total General Conditions Cost: \$0.00</b>

<b>Overhead &amp; Profit (Material, Equipment and General Conditions Only)</b>	
<i>Material, Equipment &amp; General Conditions Subtotal</i>	<b>\$1,605.78</b>
Overhead ( figured on material, Equip and GC's only)	10% \$160.58
Profit ( figured on material, Equip and GC's only)	5% \$88.32
<b>Total material, Equip and GC Cost Plus OH&amp;P</b>	<b>\$1,854.68</b>
<i>Bond (if required):</i>	0% \$0

**Grand Total Add /Delete: \$9,310**

<b>TOTAL MATERIALS, EQUIPMENT &amp; GENERAL CONDITIONS:</b>	\$1,855
<b>TOTAL LABOR:</b>	\$7,455

Please contact me should you have any questions regarding the above information.

Respectfully,  
 Tim Meyer - Estimator / Project Manager



**Sheehy Construction Company Inc.**  
360 WEST LARPEUR  
Saint Paul, Minnesota 55113  
P: 651 488-6691

**Project: 22-500 Justice Page M.S. Addition & Remodel**  
1 W 49th St  
Minneapolis, Minnesota 55419

## RFI #59: Unfinished Wall Behind Removed Base

<b>Status</b>	Closed on 07/15/22		
<b>To</b>	Kermit Duncan (Miller Dunwiddie) Laura Stene (Miller Dunwiddie)	<b>From</b>	Danial Hannover (Sheehy Construction Company Inc.)
<b>Date Initiated</b>	Jun 23, 2022	<b>Due Date</b>	Jun 26, 2022
<b>Location</b>		<b>Project Stage</b>	
<b>Cost Impact</b>	Yes (Unknown)	<b>Schedule Impact</b>	TBD
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>		<b>Reference</b>	
<b>Linked Drawings</b>			
<b>Received From</b>			
<b>Copies To</b>	Diedra Geye (Minneapolis Public Schools), Devin Mulcahy (Mulcahy Nickolaus), Dave Weinzetl (Sheehy Construction Company Inc.)		

### Activity

#### Question

**Question from Danial Hannover Sheehy Construction Company Inc. on Thursday, Jun 23, 2022 at 12:34 PM CDT**

In the office suit and likely the science rooms, when the existing wood base was removed from the wall, it was discovered that behind the base was unfinished and is just existing clay block. This is seen as an unforeseen condition that as it would typically have plaster behind the base requiring minor patching. However, there is nothing currently there are will require major amounts of patching prior to new base being installed. Additionally, this is not covered by general notes 6 or 7 of the demo sheets. Those areas/items are covered by Sheehy Construction and are typical.

#### Attachments

[1656005759100.044922\\_tempImage.jpeg](#)

#### Official Response

**Response from Laura Stene Miller Dunwiddie on Friday, Jul 15, 2022 at 03:53 PM CDT**

Patch unfinished areas and prep to receive new finishes.

#### All Replies

**Response from Laura Stene Miller Dunwiddie on Friday, Jul 15, 2022 at 03:53 PM CDT**

Patch unfinished areas and prep to receive new finishes.



## COR 26 - RFI 34: Brick Relief Angle

**DESCRIPTION:** Pricing for exploratory work for RFI 34 and the installation of a relief angle as directed in the response to RFI 34.

**Schedule Impact:** 3 Days

**PROJECT :** MPS - Justice Page  
**DATE :** 8/3/22 **TIME** 20:57:27  
**PROJECT MANAGER:** Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
Labor						0.00	0.00	0.00
- Foremen	24	HR	100.00			2400.00	0.00	0.00
- Foremen (OT)	0.5	HR	150.00			75.00	0.00	0.00
- Journeyman	3	HR	96.00			288.00	0.00	0.00
						0.00	0.00	0.00
Hursh Iron Works	1	LS			4133.80	0.00	0.00	4133.80
Hardware	1	LS		175.00		0.00	188.56	0.00
						0.00	0.00	0.00
Sunbelt Rentals, Inc	1	LS			277.33	0.00	0.00	277.33
Duke Aerial Equipment	1	LS			658.96	0.00	0.00	658.96
Duke Aerial Equipment	1	LS			2709.21	0.00	0.00	2709.21
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								

<b>SUBTOTALS</b>	<b>\$ 2,763.00</b>	<b>\$ 188.56</b>	<b>\$ 7,779.30</b>
------------------	--------------------	------------------	--------------------

<b>TOTAL LABOR</b>	<b>\$ 2,763.00</b>
<b>TOTAL MATERIAL</b>	<b>\$ 188.56</b>
<b>TOTAL SUBCONTRACTS</b>	<b>\$ 7,779.30</b>

<b>SUBTOTAL</b>	<b>\$ 10,730.86</b>
-----------------	---------------------

10% O&P on Labor and Material:	<b>\$ 2,951.56</b>	<b>\$ 295.16</b>
5% O&P on Subcontracts:	<b>\$ 7,779.30</b>	<b>\$ 388.97</b>
3% Bond/Insurance:	<b>\$ 10,730.86</b>	<b>\$ 321.93</b>

<b>TOTAL</b>	<b>\$ 11,736.91</b>
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**HURSH**  
IRON WORKS

## Change Order Request (COR)

COR #: 001	SUBMITTED TO: Danial Hannover – Sheehy Construction
DATE: 6/4/22	
NEEDED BY: 6/10/22	
PROJECT: Justice Page Middle School Addition	SUBMITTED BY: Joel Hursh – Hursh Iron Works
PROJECT #: 1017	

COR Description
9pcs L6x4x3/8x2'-0" support angles with SS hardware & stiffeners 12"o.c.
ATTACHMENTS: N/A
SUBMITTED BY: Joel Hursh – Hursh Iron Works

COR Cost Breakdown	Mark Up (15%)
Detailing 3hrs @ \$75.00/hr: \$225.00	<del>\$33.75</del>
Material: \$816.00	<del>\$122.40</del>
Paint: \$100.00	<del>\$15.00</del>
Shop Labor 27hrs @ \$85.00/hr: \$2,295.00	<del>\$344.25</del>
SS Hilti Screw Anchor: \$222.00	<del>\$33.30</del>
Shipping: \$100.00	<del>\$15.00</del>
<b>Sub Total:</b>	<b>\$3,758.00</b> <del><b>\$4,321.70</b></del>
<b>Tax 8.025%:</b>	<b>\$375.80</b> <del><b>\$346.82</b></del>
<b>Total:</b>	<b>\$4,133.80</b> <del><b>\$4,668.52</b></del>

Hursh Iron Works, Inc.

*Joel Hursh*

Joel Hursh

President

[joelhursh@hurshironworks.com](mailto:joelhursh@hurshironworks.com)

Mobile: 651-343-5209

55 SW 7<sup>TH</sup> AVE FOREST LAKE, MN 55025

T: 651-343-5209

WWW.HURSHIRONWORKS.COM



**HURSH**  
IRON WORKS

**55 SW 7<sup>TH</sup> AVE FOREST LAKE, MN 55025**  
**T: 651-343-5209**  
**[WWW.HURSHIRONWORKS.COM](http://WWW.HURSHIRONWORKS.COM)**



**INVOICE**  
**SEND ALL PAYMENTS TO:**  
 SUNBELT RENTALS, INC.  
 PO BOX 409211  
 ATLANTA, GA 30384-9211

<b>INVOICE NO.</b>	125747516-0001
<b>ACCOUNT NO.</b>	530376
<b>INVOICE DATE</b>	5/12/22
<b>PAGE</b>	1 of 1

**INVOICE TO**

1oz - 4346 - 5105  
 SHEEHY CONSTRUCTION COMPANY  
 360 LARPEN TEUR AVE W STE 200  
 SAINT PAUL MN 55113-6782



**JOB ADDRESS**  
 CP RAIL YARD

<b>RECEIVED BY</b>	<b>CONTRACT NO.</b>
MIKE	125747516
<b>PURCHASE ORDER NO.</b>	
.	
<b>JOB NO.</b>	
.	
<b>BRANCH</b>	
MINNEAPOLIS MN AWP PC1042 2520 BROADWAY DR SAINT PAUL, MN 55113 5125	

Equip #	Make	Model	Serial #	Description	
.SHEE#1006	SNORKEL	TB37	FB01006	40' ART ELECT MANLIF	
<b>WORK PERFORMED:</b> Customer requested service for unit that runs rough Technician changed the fuel filter and cleaned the spark plugs. Also tightened up alterator belt and tested. The repair is complete.					
<b>PARTS:</b>					
Qty	Part Number	Description	U/M	Price	Extended
1	BF840-K1	FILTER, MICROLITE IN-	EA	7.990	7.99
<b>LABOR:</b>					
Mechanic	Hours	Work	Rate	Extended	
79294	1.00	TRAVEL TIME	100.00	100.00	
79294	1.25	LABOR FOR REPAIRS	135.00	168.75	
.SHEE#1006	SNORKEL	TB37	FB01006	40' ART ELECT MANLIF	

**RECEIVED**  
 MAY 26 2022

<b>TOTAL PARTS &amp; MATERIALS</b>	7.99
<b>TOTAL LABOR HOURS/RATE</b>	1.25 H / 135.00
<b>TOTAL LABOR</b>	268.75
<b>SUBTOTAL</b>	276.74
<b>SALES TAX</b>	0.59
<b>INVOICE TOTAL</b>	277.33

**Equipment. Service. Guaranteed.**

**REMIT TO:**  
 SUNBELT RENTALS, INC.  
 PO BOX 409211  
 ATLANTA, GA 30384-9211

PST	0.59	GST	0.00
HST	0.00	QST	0.00

NET 30  
 Invoices not paid within 30 days may be subject to a 1-1/2% per month charge.



# RETURN INVOICE

**Invoice #** 427234-0001  
**Invoice Date** 06/06/22  
**Date Out:** 05/25/22 08:00 AM  
**Date In:** 05/25/22 05:00 PM  
**Job Loc:** 1 W 49TH ST, MINNEAPOLIS

DUKE

DUKE AERIAL, INC.  
 5821 HIGHWAY 13 WEST  
 SAVAGE, MN 55378-1238  
 PH: 952-746-1600 FX: 712-243-7945  
 MON-FRI 7AM TO 5PM CLOSED SATURDAY CLOSED SUNDAY

**Customer #: 877**  
 SHEEHY CONSTRUCTION COMPANY  
 360 LARPEN TEUR AVE W STE 200  
 ST PAUL, MN 55113

**Job Site:**  
 JUSTICE PAGE MIDDLE SCHOOL  
 1 W 49TH ST  
 MINNEAPOLIS, MN 55419  
 C#: 651-488-6691 J#: 651-488-6691

Ordered By: EMAIL	Purchase Order Number: 22500	Customer Job Ref No:	Terms: NET 15 DAYS
Written By: ANDREW NYSTROM	Sales Rep: BRANDON RADTKE	Time Printed: 06/06/22 04:10 PM	

Qty	Equipment #	Taxed	Min	Day	Week	4 Week	Amount
-----	-------------	-------	-----	-----	------	--------	--------

1.00	0300061033 60' STRAIGHT BOOM Make: JLG Model: 600S Serial No: 0300061033 HR OUT 1811.100 HR IN 1813.000 TOTAL: 1.90	Y					390.00
------	--	---	--	--	--	--	--------

**Sub-Total Rental: 390.00**

DELIVERY CHARGE	Y						110.00
-----------------	---	--	--	--	--	--	--------

PICKUP CHARGE	Y						110.00
---------------	---	--	--	--	--	--	--------

**Sub-Total Services: 220.00**

Sub-Total: 610.00  
 Tax @ 8.0250%: 48.96

**Total: 658.96**

FINAL BILL: 5/25/22 08:00 AM THRU 5/25/22 05:00 PM.



# RETURN INVOICE

**Invoice #** 430840-0001  
**Invoice Date** 07/13/22  
**Date Out:** 06/14/22 08:00 AM  
**Date In:** 06/29/22 08:00 AM  
**Job Loc:** 1 W 49TH ST, MINNEAPOLIS

DUKE

DUKE AERIAL, INC.  
 5821 HIGHWAY 13 WEST  
 SAVAGE, MN 55378-1238  
 PH: 952-746-1600 FX: 712-243-7945  
 MON-FRI 7AM TO 5PM CLOSED SATURDAY CLOSED SUNDAY

**Customer #: 877**  
 SHEEHY CONSTRUCTION COMPANY  
 360 LARPEN TEUR AVE W STE 200  
 ST PAUL, MN 55113

**Job Site:**  
 JUSTICE PAGE MIDDLE SCHOOL  
 1 W 49TH ST  
 MINNEAPOLIS, MN 55419  
 C#: 651-488-6691 J#: 651-488-6691

Ordered By: EMAIL	Purchase Order Number: 22500	Customer Job Ref No:	Terms: NET 15 DAYS
Written By: ANDREW NYSTROM	Sales Rep: BRANDON RADTKE	Time Printed: 07/13/22 03:49 PM	

Qty	Equipment #	Taxed	Min	Day	Week	4 Week	Amount
1.00	0300079465 60' STRAIGHT BOOM Make: JLG Model: 600S Serial No: 0300079465 HR OUT 3111.000 HR IN 3122.000 TOTAL: 11.00	Y					2140.00
<b>Sub-Total Rental:</b>							<b>2140.00</b>

SALES ITEMS

Qty	Item Number	Taxed	Unit	Price	Amount
14.00	FUEL FUEL	Y	EACH	7.750	108.50
	DELIVERY CHARGE	Y			130.00
	PICKUP CHARGE	Y			130.00
<b>Sub-Total Services:</b>					<b>368.50</b>

Sub-Total: 2508.50  
 Tax @ 8.0250%: 201.31  
**Total: 2709.81**

FINAL BILL: 6/14/22 08:00 AM THRU 6/29/22 08:00 AM.



**Sheehy Construction Company Inc.**  
360 WEST LARPEUR  
Saint Paul, Minnesota 55113  
P: 651 488-6691

**Project: 22-500 Justice Page M.S. Addition & Remodel**  
1 W 49th St  
Minneapolis, Minnesota 55419

## RFI #34: Brick Ledge Angle at New Openings

<b>Status</b>	Closed on 06/01/22		
<b>To</b>	Phil Koktan (Meyer Borgman Johnson) Jean Turck (Miller Dunwiddie)	<b>From</b>	Danial Hannover (Sheehy Construction Company Inc.)
<b>Date Initiated</b>	May 12, 2022	<b>Due Date</b>	May 15, 2022
<b>Location</b>		<b>Project Stage</b>	Course of Construction
<b>Cost Impact</b>	TBD	<b>Schedule Impact</b>	TBD
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>	AD200, AD400, A311, A410, A521, S201, and S202	<b>Reference</b>	
<b>Linked Drawings</b>			
<b>Received From</b>			
<b>Copies To</b>	Diedra Geye (Minneapolis Public Schools), Joel Hursh (Hursh Iron Works), Chris Keller (Steenberg-Watrud Construction, LLC), Laura Stene (Miller Dunwiddie), Matt Thomas (Meyer Borgman Johnson), Dave Weinzetl (Sheehy Construction Company Inc.)		

### Activity

#### Question

**Question from Danial Hannover Sheehy Construction Company Inc. on Thursday, May 12, 2022 at 09:34 AM CDT**

There are two large openings that are being created in the existing building entrance elevation shown on AD200 and AD400. (Notes D5 and D23) Above these openings is existing brick that is to remain. When reviewing architectural and structural details, there does not appear to be any details for supports of this existing brick. Should these areas have an angle/lintel installed? If so, please advise on the size.

#### Official Response

**Response from Laura Stene Miller Dunwiddie on Wednesday, Jun 1, 2022 at 02:31 PM CDT**

See ASI 003 Rev 1 (emailed to Dan this afternoon).

#### All Replies

**Response from Laura Stene Miller Dunwiddie on Wednesday, Jun 1, 2022 at 02:31 PM CDT**

See ASI 003 Rev 1 (emailed to Dan this afternoon).

**Response from Phil Koktan Meyer Borgman Johnson on Wednesday, Jun 1, 2022 at 10:03 AM CDT**

A revised ASI 003 will address a brick ledge for the east opening. Anticipated to be issued 6/1 or 6/2.

**Response from Danial Hannover Sheehy Construction Company Inc. on Tuesday, May 31, 2022 at 12:04 PM CDT**

As discussed at the progress meeting, we need the following: - Size of angle. - Length of angle. - Elevation of angle.

**Response from Danial Hannover Sheehy Construction Company Inc. on Tuesday, May 31, 2022 at 09:22 AM CDT**

This is becoming a critical item as we need to procure materials prior to the demolition of the existing brick/wall to create openings.

**Response from Danial Hannover Sheehy Construction Company Inc. on Wednesday, May 25, 2022 at 02:26 PM CDT**

In speaking with Dave, we would like to install brick relief angles in 3' -4' sections.

This would require smaller sections of brick needing to be removed at a time and alleviate the need for shoring.

**Response from Danial Hannover Sheehy Construction Company Inc. on Wednesday, May 25, 2022 at 10:56 AM CDT**

We have removed brick from 22'-6" to 24'-0" and did not find any angles. Please advise how to proceed.

**Attachments**

[1653494164081.841064\\_templImage.jpeg](#), [1653494164119.968018\\_templImage.jpeg](#)

**Response from Phil Koktan Meyer Borgman Johnson on Monday, May 23, 2022 at 02:47 PM CDT**

Sheehy field verify shelf angle exists at bottom of first floor beam (approximately 822'-8 1/2") prior to full opening demolition.

**Response from Danial Hannover Sheehy Construction Company Inc. on Monday, May 23, 2022 at 11:55 AM CDT**

Is it the direction of the design team for Sheehy Construction to perform investigative work to confirm these conditions?

If so, we will need to remove existing brick to confirm.

Due to material lead times and sequence of construction, this will need to happen as soon as possible.

Please confirm.

**Response from Jean Turck Miller Dunwiddie on Wednesday, May 18, 2022 at 11:32 AM CDT**

Attached is ASI 003 - RFI 34.

**Attachments**

[ASI 003 - RFI 34.pdf](#)

**Response from Jean Turck Miller Dunwiddie on Monday, May 16, 2022 at 02:51 PM CDT**

Miller Dunwiddie will issue an ASI to clarify the opening extents.

**Response from Phil Koktan Meyer Borgman Johnson on Monday, May 16, 2022 at 02:36 PM CDT**

MBJ believes the brick façade at this location is supported by a shelf angle attached to the south face of the second floor beams. This shelf angle (L4x4) is at approximately 822' 8 1/2", and supports the brick above. Prior to further demo, verify brick ledge is present in field. Upon verification, demo brick below shelf angle, with extents as directed by Architectural. Monitor exterior murals during demo - do not damage.





JUSTICE PAGE  
WELCOME  
ENTRANCE

1

FIRE  
DEPARTMENT  
CONNECTION



## SUPPLEMENTAL INSTRUCTIONS

ASI 003 Rev. 1

Date:	6/1/2022
Project:	Justice Page Middle School Addition and Renovation
	Miller Dunwiddie Project No. MPS2101
RE:	<b>RFI 34</b>
To:	Danial Hanover, Sheehy Construction
From:	Laura Stene

**These supplemental instructions are provided to clarify the Work. Proceeding with this Work does not represent a change in the Contract Sum or Contract Time.**

### DESCRIPTION

This is to clarify the extents of infill in the demo'd openings on the south façade per RFI 34.

### ATTACHMENTS

- RFI 34
- Drawing Sheets: A311, S202 (Rev. 1), S702 (Rev. 1)

**C:** Paul May, Miller Dunwiddie  
Kermit Duncan, Miller Dunwiddie  
Phil Koktan, MBJ  
Diedra Geye, MPS



**Sheehy Construction Company Inc.**  
360 WEST LARPEUR  
Saint Paul, Minnesota 55113  
P: 651 488-6691

**Project: 22-500 Justice Page M.S. Addition & Remodel**  
1 W 49th St  
Minneapolis, Minnesota 55419

## RFI #34: Brick Ledge Angle at New Openings

<b>Status</b>	Open		
<b>To</b>	Phil Koktan (Meyer Borgman Johnson) Jean Turck (Miller Dunwiddie)	<b>From</b>	Danial Hannover (Sheehy Construction Company Inc.)
<b>Date Initiated</b>	May 12, 2022	<b>Due Date</b>	May 15, 2022
<b>Location</b>		<b>Project Stage</b>	Course of Construction
<b>Cost Impact</b>	TBD	<b>Schedule Impact</b>	TBD
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>	AD200, AD400, A311, A410, A521, S201, and S202		
<b>Linked Drawings</b>		<b>Reference</b>	
<b>Received From</b>			
<b>Copies To</b>	Diedra Geye (Minneapolis Public Schools), Joel Hursh (Hursh Iron Works), Chris Keller (Steenberg-Watrud Construction, LLC), Laura Stene (Miller Dunwiddie), Matt Thomas (Meyer Borgman Johnson), Dave Weinzetl (Sheehy Construction Company Inc.)		

### Activity

#### Question

**Question from Danial Hannover Sheehy Construction Company Inc. on Thursday, May 12, 2022 at 09:34 AM CDT**

There are two large openings that are being created in the existing building entrance elevation shown on AD200 and AD400. (Notes D5 and D23) Above these openings is existing brick that is to remain. When reviewing architectural and structural details, there does not appear to be any details for supports of this existing brick. Should these areas have an angle/lintel installed? If so, please advise on the size.

#### Official Response

**Response from Phil Koktan Meyer Borgman Johnson on Monday, May 16, 2022 at 02:36 PM CDT**

MBJ believes the brick façade at this location is supported by a shelf angle attached to the south face of the second floor beams. This shelf angle (L4x4) is at approximately 822' 8 1/2", and supports the brick above. Prior to further demo, verify brick ledge is present in field. Upon verification, demo brick below shelf angle, with extents as directed by Architectural. Monitor exterior murals during demo - do not damage.



PROJECT

**JUSTICE PAGE  
MIDDLE  
SCHOOL  
ADDITION AND  
RENOVATION**

MINNEAPOLIS PUBLIC SCHOOLS

MPS OP# 22-2211

10 WEST 50TH STREET  
MINNEAPOLIS, MN 55419

REVISED

Mark	Date	Description
1	12/7/2021	ADDENDUM #2
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
2	06/01/2022	ASI 003 Rev1

Project Number: MPS2101

Date: 11/22/2021

Drawn By: JJH

Checked By: PDK

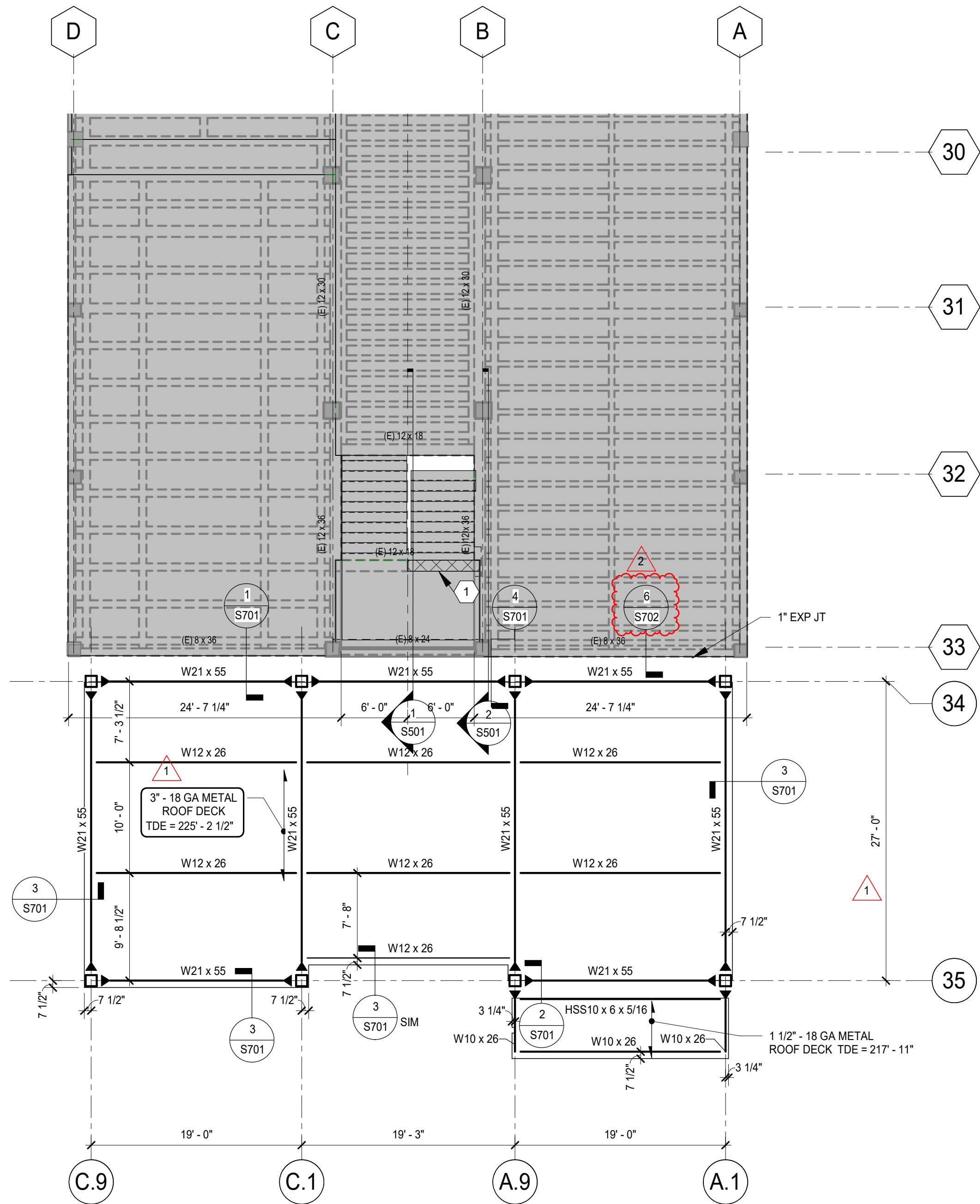
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DRAWING TITLE

**ROOF FRAMING  
PLAN**

DRAWING NUMBER

**S202**



**1 ROOF FRAMING PLAN**  
1/8" = 1'-0"

PLAN NOTES

1. SEE PLAN AND SCHEDULES FOR COLUMN INFORMATION.
2. SEE ARCHITETURAL FOR DEMOLITION EXTENTS OF EXISTING STRUCTURE.
3. VERIFY SIZE, LOCATION AND NUMBER OF ALL OPENINGS THROUGH FLOOR - OR - ROOF WITH ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS. SEE TYPICAL DETAILS FOR REQUIRED FRAMING AT OPENINGS.
4. SEE ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION, INCLUDING LOCATIONS AND DIMENSIONS OF RAMPS, SLAB SLOPES, SLAB STEPS AND SLAB DEPRESSIONS.
5. CONTRACTOR SHALL FIELD VERIFY EXISTING DIMENSIONS AFFECTING WORK. SEE GENERAL STRUCTURAL NOTES FOR ADDITIONAL REQUIREMENTS

KEYNOTES:

- 1 DEMO PORTION OF (E) BEAM UNDER STAIR LANDING - SEE SECTION 2/ S501.
- 2 4" CONC SLAB ON GRADE - TYP AT RAMPS AND LANDINGS.
- 3 NOT USED.
- 4 DEMO EXISTING BAY WINDOW FOUNDATION WALL AND CONCRETE SLAB. DO NOT DAMAGE (E) CONC BEAM AT LEVEL 1 - SEE ARCH FOR INFILL WALL.
- 5 DEMO NEW OPENING IN EXISTING WALL. DO NOT OVERCUT AT CORNERS. SEE ARCHITECTURAL FOR SIZE AND LOCATION.
- 6 PROVIDE THICKENED SLAB BELOW 8" MASONRY INTERIOR WALL PER 6/S402. SEE ARCHITECTURAL.
- 7 DRILL AND EPOXY DOWELS WITH STANDARD EMBEDMENT TO MATCH NEW WALL REINFORCING. SEE 8/ S403.
- 8 STORM DRAIN THROUGH FOUNDATION WALL. SEE PLUMBING DRAWINGS. DROP WALL FOOTING TO BE 8" LOWER THAN BOTTOM OF PIPE.









**Sheehy Construction Company Inc.**  
360 WEST LARPEUR  
Saint Paul, Minnesota 55113  
P: 651 488-6691

**Project: 22-500 Justice Page M.S. Addition & Remodel**  
1 W 49th St  
Minneapolis, Minnesota 55419

## RFI #57: Flooring at the Band Room

<b>Status</b>	Closed on 07/25/22		
<b>To</b>	Laura Stene (Miller Dunwiddie) Kermit Duncan (Miller Dunwiddie)	<b>From</b>	Danial Hannover (Sheehy Construction Company Inc.)
<b>Date Initiated</b>	Jun 21, 2022	<b>Due Date</b>	Jun 24, 2022
<b>Location</b>		<b>Project Stage</b>	
<b>Cost Impact</b>	No	<b>Schedule Impact</b>	No
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>		<b>Reference</b>	
<b>Linked Drawings</b>			
<b>Received From</b>			
<b>Copies To</b>	Diedra Geye (Minneapolis Public Schools), Jason Summers (Centennial Flooring), Dave Weinzettl (Sheehy Construction Company Inc.)		

### Activity

#### Question

**Question from Danial Hannover Sheehy Construction Company Inc. on Tuesday, Jun 21, 2022 at 02:24 PM CDT**

At the existing band room, the existing flooring goes up to and stops at the existing cubbies.

Is the intent for the new flooring to do the same as the existing?

**Attachments**

[20220621\\_124046.jpg](#)

#### Official Response

**Response from Laura Stene Miller Dunwiddie on Tuesday, Jun 21, 2022 at 04:01 PM CDT**

Carpet to be installed wall to wall.

#### All Replies

**Response from Danial Hannover Sheehy Construction Company Inc. on Tuesday, Jun 21, 2022 at 04:18 PM CDT**

If carpet it to be installed under the cubbies/cabinets, Sheehy will need direction as to removal/reinstallation of these items that are not called to be moved.

**Response from Laura Stene Miller Dunwiddie on Tuesday, Jun 21, 2022 at 04:01 PM CDT**

Carpet to be installed wall to wall.



EXIT

Small black case with a white label on the floor.



MINNEAPOLIS  
PUBLIC SCHOOLS

Urban Education. Global Citizens.

## **CONTRACT FOR SERVICES – \$25,000 above**

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Whelan Security Co. dba Gardaworld Security Services “Contractor” (collectively “parties”) to provide security personnel to the Davis Service Center to D-Ops-Operational Security Services

### **TERM OF CONTRACT**

- 1.1 This Contract is effective on 7/1/2022 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 6/30/2023, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

### **2 SCOPE OF WORK**

- 2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** (“Scope of Work”). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

### **3 CONSIDERATION AND TERMS OF PAYMENT**

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

#### **3.1 Total Obligation**

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$185,000. Contractor shall

not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

### ***3.2 Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

### ***3.3 Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

### ***3.4 Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations

are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

#### **4 GENERAL TERMS AND CONDITIONS**

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

#### **5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY**

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

#### **6 BACKGROUND CHECKS**

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C. Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

## **7 DATA PRIVACY**

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

## **8 OWNERSHIP OF MATERIAL**

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

## **9 USE OF DISTRICT NAME OR LOGO**

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

## **10 INDEPENDENT CONTRACTOR**

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor 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 Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely 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 Contractor is responsible under this

Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

## **11 WORKER HEALTH, SAFETY AND TRAINING**

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor 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 Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

## **12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS**

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

## **13 INSURANCE**

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract

and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

## **14 INDEMNIFICATION**

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

## **15 LIMITATION ON LIABILITY**

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

## **16 CONFLICT OF INTEREST/CODE OF ETHICS**

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

## **17 COMPLIANCE WITH LAWS AND DEBARMENT**

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

## **18 TERMINATION**

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

## 19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

## 20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the

performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

## 21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

### Special School District No. 1

Division: [Click or tap here to enter text.](#)

Attn: [Jason Matlock](#)

1250 W Broadway

Minneapolis, MN 55411

Email: [jason.matlock@mpls.k12.mn.us](mailto:jason.matlock@mpls.k12.mn.us)

### CONTRACTOR

GardaWorld Security Services

Attn: General Counsel

1699 S Hanley Rd., Ste 350

St. Louis, MO 63144

Email: [Click or tap here to enter text.](#)

Phone: 651-628-4010

### ACKNOWLEDGMENT

- 21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

## 22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

## 23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

## 24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

## 25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all

defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

## 26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

## 27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

## SPECIAL SCHOOL DISTRICT NO. 1

Signature: \_\_\_\_\_

Name: Click or tap here to enter text.

(Printed)

Title: Click or tap here to enter text.

Date: \_\_\_\_\_

## CONTRACTOR NAME

Signature: *Luke Hutsell*

Name: Luke Hutsell

(Printed)

Title: Regional Vice President

Date: Sep 2, 2022

**Exhibit A:****Deliverables:**

To provide security and reception personnel for the new Educational Service Center at 1250 West Broadway, as well as event security. The personnel will support a safe and welcoming environment.

**Service Outcome:**

Security will be provided onsite at the Davis Service Center between the hours of 6:00am and 10:00 pm M-F plus planned events. Security personnel will follow procedures within their post orders that will be written in partnership with MPS and the security provider. Scope of work will be 2 officers and 1 supervisor. Officers will cover 2 shifts 6 to 2 and 2 to 10, supervisor is 10 to 6.

**Method of Evaluation:**

EMSS will monitor performance levels and conduct formal review of services at least annually.

[The remainder of this page intentionally left blank.]

## EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

[Click or tap here to enter text.](#)

[The remainder of this page intentionally left blank.]


# MAS-13795 draft contract - Whelan Security GardaWorld Draft Contract 2022-2023


Final Audit Report


2022-09-02


Created:	2022-09-02
By:	Meredith Fullerton (mfullerton@whelansecurity.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZIAR0RJFE-oKYtPt1egZvkYNvKzv8W6N


## "MAS-13795 draft contract - Whelan Security GardaWorld Draft Contract 2022-2023" History

 Document created by Meredith Fullerton (mfullerton@whelansecurity.com)  
2022-09-02 - 5:04:39 PM GMT- IP address: 71.14.250.18

 Document emailed to Luke Hutsell (luke.hutsell@garda.com) for signature  
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 Email viewed by Luke Hutsell (luke.hutsell@garda.com)  
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 Document e-signed by Luke Hutsell (luke.hutsell@garda.com)  
Signature Date: 2022-09-02 - 6:46:31 PM GMT - Time Source: server- IP address: 107.77.208.157

 Agreement completed.  
2022-09-02 - 6:46:31 PM GMT

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



Resolution No. 2022-0055  
September 13, 2022

**RESOLUTION TO APPROVE THE CERTIFICATION OF PROPOSED PROPERTY TAX LEVIES  
2022 PAYABLE 2023**

**WHEREAS**, Minnesota Statutes, section 275.065, subdivision 1(b), requires each district to certify its proposed levy to the county auditor on or before September 30th of each year; and

**WHEREAS**, final levy certification will be determined at the December 13th board meeting that will include public comments on the levy starting at 6:00 p.m.; and

**WHEREAS**, the Senior Finance & Operations Officer recommends that the maximum preliminary levy certification be approved by the board and communicated to the county and to the Minnesota Department of Education.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby approves the preliminary 2022 payable 2023 property tax levy at the maximum amount defined on the Levy Limitation and Certification Report.

ADOPTED this 13th day of September 2022.

\_\_\_\_\_  
Kim Ellison, Chair

\_\_\_\_\_  
Nelson Inz, Clerk

<b>RECORD OF BOARD VOTE (2022-0055)</b>				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Arneson				
El-Amin				
Ali				
Cerrillo				
Inz				
Jourdain				
Booker				
Caprini				
Ellison				

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



Resolution No. 2022-0056  
September 13, 2022

**Resolution authorizing execution of 2022-2027 Project Labor Agreement for use on District construction projects as defined in the Agreement**

**WHEREAS**, the Project Labor Agreement (“PLA”), attached to this resolution as Exhibit A, has been negotiated with the Minneapolis Building and Construction Trades Council to replace that certain project labor agreement dated May 11, 2004, that will be terminated as of the effective date of the PLA; and

**WHEREAS**, the purpose of the PLA is to continue the District’s practice of using local union labor to complete the District’s construction work to provide reliable, skilled, and sufficient labor for the benefits to the District and the local labor force; and

**WHEREAS**, the PLA is further intended to promote the use of minority and women-owned contractors and laborers for District projects, and to further the implementation of the District’s Affirmative Action Plan as set forth in Regulation 3312A; and

**WHEREAS**, as set forth in the attached PLA, the Agreement establishes broad applicability for projects, either by PLA terms or at the Board’s discretion and includes agreements from the Minneapolis Building and Construction Trades Council and participating contractors that assure and incentivize performance and standards consistent with District needs and policies; and

**WHEREAS**, a public hearing was duly noticed and conducted on August 16, 2022 to receive public comment on the proposed PLA; and

**WHEREAS**, the PLA is recommended by Senior Officer of Finance and Operations and the Interim Superintendent.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby approves the Project Labor Agreement (2022-0056A), effective September 14, 2022.

**FURTHER BE IT RESOLVED** that the Board of Directors authorizes and directs District staff to do all things necessary to effectuate the Agreement, including, if necessary, making minor, non-material changes that may be required to finalize the Agreement.

ADOPTED this 13th day of September 2022.

---

Kim Ellison, Chair

---

Nelson Inz, Clerk

<b>RECORD OF BOARD VOTE (2022-0056)</b>				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Arneson				
El-Amin				
Ali				
Cerrillo				
Inz				
Jourdain				
Booker				
Caprini				
Ellison				

**2022-2027**

**PROJECT LABOR AGREEMENT**

**BETWEEN**

**MINNEAPOLIS PUBLIC SCHOOLS  
SPECIAL SCHOOL DISTRICT NO. 1**

**AND**

**MINNEAPOLIS BUILDING AND  
CONSTRUCTION TRADES COUNCIL**

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## ARTICLE I

### **PARTIES AND PURPOSE**

This Agreement is entered into by and between Minneapolis Public Schools (Special School District No. 1), its successors or assigns (“Owner”) and the Minneapolis Building and Construction Trades Council (“Council”), acting on its own behalf and on behalf of its respective affiliates (“Union” or “Unions”). Owner, Council, Council’s affiliated Unions, and the Contractors are collectively referred to as the “Parties.” This Agreement shall apply to the Owner’s Projects as defined in Article II, Section 1 of this Agreement. This Agreement shall be effective on August 29, 2022 (“Effective Date”).

The Parties acknowledge that construction projects on School District facilities and property are critical to the Owner and to its public constituency educated or otherwise benefitted by such projects, and that it is important to employ a qualified and reliable workforce to carry out projects in a safe, skilled, and timely manner. The Parties further acknowledge that Owner projects utilize the construction industry for workers performing under multiple labor contracts and employer associations. Consequently, conflicts in labor-management relations could cause delay or disruption of the efficient completion of a project unless full cooperation of all segments of the construction industry is assured. Therefore, it is essential to Owner to secure optimum productivity, to eliminate any delays in the work, and to maintain a spirit of harmony, labor management peace and stability on the project. This Agreement is intended to enhance this cooperative effort by establishing a framework for labor-management cooperation and stability and to avoid workplace tension when union and non-union employees work side-by-side.

The Contractor(s) and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craftworkers for the construction of the Project.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craftworkers on this construction project, to encourage close cooperation between the Contractor(s) and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all contractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, or interruption or other disruption of or interference with the work covered by this Agreement.

**ARTICLE II**  
**DEFINITIONS**

Section 1. “Project” means: a construction project in the Owner’s Capital Bonding Program as approved by the Board of Education that meets either of the following two criteria:

:

- A. This Agreement shall apply to all Projects as defined above where the total estimated bid price for the Project Work exceeds \$250,000 in accordance with all lawful Owner contract procurement requirements.
- B. This Agreement may also apply to Projects as defined above where the total estimated bid price for the Work is less than \$250,000 if Owner, in its sole discretion, determines that use of the Agreement furthers the purposes stated in Article I, including securing a reliable supply of well-trained and skilled labor and performing Project work on-time and on-budget, and would be consistent with Owner’s policies, including the Owner’s Affirmative Action Plans and goals and payment of the legally required prevailing wage rates.

Section 2. “Project Contractor” means any Contractor that has been awarded a Project by the Board of Education and has entered into a direct contract with Owner for Project Work.

Section 3. “Contractor” shall include all Contractors and Subcontractors of whatever tier engaged in construction Work within the scope of this Agreement, including the Project Contractor when it performs construction Work within the scope of this Agreement. Where specific reference to Project Contractor alone is intended, the term “Project Contractor” is used.

Section 4. “Subcontractor” means any subcontractor of a Project Contractor that is engaged in construction Work within the scope of this Agreement.

Section 5. “Work” means work performed to carry out the Project that meets the recognized and accepted historical definition of construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

Section 6. “Owner’s Representative” means the Owner’s assigned representative who is responsible for the execution of the Project.

Section 7. “Jurisdictional Dispute” means a dispute between or among Unions regarding the work jurisdiction of the Unions relative to Owner requirements for Project Work.

### **ARTICLE III**

#### **SCOPE OF AGREEMENT**

Section 1. This Agreement applies to all Work on each Project as defined in Article II, Section 1.

Section 2. The Project Contractor shall sign the Letter of Assent, Attachment A prior to commencing work on the Project and shall obtain a signed Letter of Assent, Attachment A from all Contractors and Subcontractors on the Project before they commence work on the Project. The Project Contractor shall ensure compliance with this Agreement by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instruments calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Articles IX (Work Stoppages and Lockouts), X (Disputes and Grievances), and XI (Jurisdictional Disputes) of this Agreement, which shall apply to such work. It is understood that this is a self-contained, stand-alone Agreement and that by virtue of having become bound to this Agreement, neither the Project Contractor nor the Contractors will be obligated to sign any other local, area, or national agreement.

Section 2. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

Section 3. This Agreement shall only be binding on the signatory parties hereto and their heirs, successors, and assigns, and shall not apply to their parents, affiliates, or subsidiaries.

Section 4. The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Agreement, should it be designated the successful bidder.

Section 5. Nothing contained herein shall be construed to prohibit or restrict Owner or its employees from performing work not covered by this Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by Owner, the Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by their contracts with Owner for the Project.

Section 6. The Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 7. The liability of any Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner and any Contractor(s).

Section 8. All Project Work shall be performed by employees of Contractors bound by the terms of this Agreement.

#### **ARTICLE IV**

##### **UNION RECOGNITION**

Section 1. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

Section 2. The hiring of employees shall be governed by the procedures set forth in the collective bargaining agreements referenced in Schedule A, except that Contractors not party to any Agreements referenced in Schedule A will be entitled to retain their core employees, defined as no more than 15% of the Contractor's construction craft workforce assigned to work on the Project, when commencing work on the Project. It is further agreed that there shall be no discrimination against any employee or applicant for employment because of membership or non-membership in a union or based on race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, disability, sexual orientation, or age, or any other basis protected by applicable law.

#### **ARTICLE V**

##### **UNION REPRESENTATION**

Section 1. Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor and security and safety rules of the Project.

Section 2. Each signatory Union shall have the right to designate a working journey worker as a steward and shall notify the Project Contractor in writing of the identity of the designated steward prior to the assumption of their duties as steward. Such designated steward shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay of their respective crafts.

## ARTICLE VI

### **WAGES AND BENEFITS**

Section 1. All employees covered by this Agreement shall be classified in accordance with work performed and paid the base hourly wage rates for those classifications as specified in the applicable local collective bargaining agreements (“CBAs”) referenced in attached Schedule A.

Section 2. The Contractors agree to pay contributions to the established employee fringe benefit funds in the amounts designated in the applicable CBAs referenced in Schedule A; provided, however, that the Contractors and the Unions agree that only such bona fide employee benefits as accrue to the direct benefit of the employee (such as pension and annuity, health and welfare, vacation, apprenticeship and training funds, etc.) shall be included in this requirement and paid by the Contractors on the Project. If any new bona fide, jointly trustee fringe benefit funds are established in any of the Schedule A CBAs during the life of this Agreement, the Contractors agree to pay the contributions required by the applicable CBA to the new fund.

The Contractors adopt and agree to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors authorize the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust funds and hereby ratify and accept the Trustees so appointed as if made by the Contractors.

Section 3. Employees shall be paid no less than the prevailing rate of wages and benefits as defined in Minnesota Statutes section 177.42, subdivision 6. If the prevailing wage rate exceeds the total package of wages and benefits required under sections 1 and 2 of this Article, the difference shall be paid as wages to the employee.

Section 4. The CBA provisions that are specifically referenced in this Agreement, including but not limited to the wage and fringe benefit provisions, shall continue in full force and effect unless and until the Contractor and/or Union parties to said CBAs notify the Project Contractor in writing of any mutually agreed upon changes to those provisions and their effective date(s), which shall become the effective date(s) for purposes of applying said provisions under this Agreement.

## ARTICLE VII

### **HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS**

Section 1. The work week and work day shall be determined as set forth in the applicable Schedule A collective bargaining agreement (“CBA”).

Section 2. Overtime pay shall be established by reference to the applicable Schedule A CBA.

Section 3. It shall not be a violation of this Agreement if the Project Contractor considers it necessary to suspend all or portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the employer requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their base hourly rate of pay.

Section 4. Shift work will be performed in accordance with the currently existing Schedule A CBA.

Section 5. Recognized holidays on this Project shall be those in the Schedule A CBAs in existence for the appropriate Unions on the date of this Agreement. There shall be no change in the established holiday schedules and the days upon which those holidays are celebrated, except by mutual agreement.

## **ARTICLE VIII**

### **MANAGEMENT'S RIGHTS**

The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor-saving devices. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

## **ARTICLE IX**

### **WORK STOPPAGES AND LOCKOUTS**

Section 1. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Council, a Union or by any employee, and there shall be no lockout by the Contractor. Failure of the Council, Union or employee to cross any picket line established at the Project site is a violation of this Article.

Section 2. The Council and Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Section 3. Neither the Council nor any Union shall be liable for acts of employees for whom it has no responsibility. The Council's Business Manager will immediately instruct, order and use best efforts to cause the Union or Unions to cease any violations of this Article. By complying with this obligation the Building Trades Council shall not be liable for unauthorized acts of a Union. The principal officer or officers of a Union will immediately instruct, order and use the best efforts of his or her office to cause the employees that the Union represents to cease any violations of this Article. A Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

## **ARTICLE X**

### **DISPUTES AND GRIEVANCES**

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Agreement (other than jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee(s) subject to the provisions of this Agreement believes they are aggrieved by a violation of this Agreement, they, through their local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the Union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The Business Manager of the Council and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the Federal Mediation and Conciliation Service to provide them with a list of seven (7) arbitrators with offices in Minnesota from which the Arbitrator shall be selected by the parties alternatively striking names from the list. The first strike shall be determined by the toss of a coin. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended by written consent of the parties involved. The Arbitrator shall have the authority to make decisions only on issues presented within the scope of the Agreement, and shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

Section 5. In the event of a dispute between the Owner and the Council (or the Council on behalf of the Union(s)) over the interpretation or adherence to the terms of this Agreement, the Parties agree that the complaining Party shall submit the dispute in writing to the other Party. Within 30 days of such written submission, the Council's Business Manager and the Owner's Director of Facilities will attempt to resolve the complaint between or among the Parties. If the Council and Director cannot reach a resolution, then the Parties agree that such dispute will be submitted to a mutually agreed upon mediator. If the Parties agree on a private mediator, the fee and expenses of such mediator shall be borne equally by the Parties. If the Parties are unable to agree on a mediator, one shall be selected through the Minnesota Bureau of Mediation Services. Either Party may request mediation. Such mediation shall take place within 30 days of the request for mediation. If the Parties are unable to resolve the dispute through mediation, the Parties agree to pursue binding arbitration of the dispute pursuant to Step 3 of section 3 of this Article. Any such request for arbitration shall be served on the other Party no later than seven (7) days from the date of mediation.

## **ARTICLE XI**

### **JURISDICTIONAL DISPUTES**

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.

Section 2. All jurisdictional disputes on this Project, between or among Unions and Contractors, parties to this Agreement, shall be settled and adjusted according to the present Plan established by North America’s Building Trades Unions (“NABTU”) or any other plan or method of procedure that may be adopted in the future by NABTU. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the appropriate representative of the Council and Unions prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

## **ARTICLE XII**

### **SUBCONTRACTING**

The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

## **ARTICLE XIII**

### **AFFIRMATIVE ACTION**

Section 1. The Parties acknowledge the importance of Owner’s Affirmative Action Policy (“AAP”) and goals, which is attached hereto, in establishing goals to foster greater opportunity for local minority and women-owned Contractors and Subcontractors to bid for and carry out construction work for Owner and to establish goals to foster greater opportunity for minority and women craftworkers. The Contractor(s) and the Unions agree to work together to furnish skilled, efficient craftworkers for the projects while pursuing Owner’s AAP and other goals stated herein.

Section 2. The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of members of Black, Indigenous, People of Color (“BIPOC”) communities and women who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Building Strong Communities (“BSC”) program to serve as a resource for preparation for diverse applicants to seek admission into Union-sponsored apprenticeship programs, counseling and mentoring, support networks, and other services available from the BSC program.

Section 3. The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

## **ARTICLE XIV**

### **SAVINGS AND SEPARABILITY**

It is not the intention of Project Contractor, Contractors, or the Unions to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Project Contractor and Unions agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by a Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of the applicable law and the intent of the parties.

**ARTICLE XV**  
**DURATION OF THE AGREEMENT – OWNER RENEWAL OPTION**

Section 1. This Agreement shall be in effect for a term of five (5) years after the Effective Date (“Term”). Owner has the right to extend this Agreement for an additional five (5) years if Owner gives written notice to Council at least ninety (90) days prior to August 29, 2027, which is the expiration date of this Agreement, stating that Owner agrees to renew the Agreement. The terms of the renewed Agreement must be mutually agreed upon in writing by the Parties. Any Project for which contracts have been awarded prior to the end of the Term shall be subject to this Agreement regardless of whether the Term expires without renewal of the Agreement during the life of the Project.

Section 2. In making the determination whether to renew this Agreement, Owner shall, among other Agreement goals and construction performance and quality measures, evaluate the progress shown by Project Contractors, Contractors, the Council, and Unions in fulfilling the goals of the AAP.

Section 3. Owner, Project Contractors, Council, and Unions will communicate regularly to facilitate meeting the AAP goals and furthering the other purposes of this Agreement. No later than two (2) years from the Effective Date, Owner, Project Contractors, Council, and Unions shall meet and formally evaluate progress in furthering Owner’s AAP and other Owner goals for the Agreement. Project Contractors, Council, and Unions shall also identify any Agreement performance issues for discussion and resolution with Owner. No later than four (4) years after the Effective Date, Owner, Project Contractors, Council, and Unions shall meet to formally evaluate progress in furthering Owner’s AAP and other Owner goals for the Agreement for purposes of Owner consideration of Agreement renewal, including discussion of potential amendments requested by either Party that may be contained in a renewed Agreement to effectuate Owner and Council goals. Promptly following each of the aforementioned meetings, Owner staff shall issue a report to Owner’s Board regarding evident progress on the goals for the Agreement and also remaining issues identified, specifically including, but not limited to the Owner’s Affirmative Action Plan and goals. Owner staff shall share its report with the other participating parties for comment at least 30 days prior to Owner staff submission of its report to the Board of Education.

**ARTICLE XVI**  
**SIGNATURES**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed and effective as of the day and year above written.

**FOR THE MINNEAPOLIS BUILDING AND  
CONSTRUCTION TRADES COUNCIL**

By: \_\_\_\_\_  
Dan McConnell, Business Manager

Dated: \_\_\_\_\_

**FOR MINNEAPOLIS PUBLIC SCHOOLS  
SPECIAL SCHOOL DISTRICT NO. 1**

By: \_\_\_\_\_  
[Insert Name and Title]

Dated: \_\_\_\_\_

## **SCHEDULE A**

### **LOCAL COLLECTIVE BARGAINING AGREEMENTS**

The applicable Local Collective Bargaining Agreements (“CBAs”) for the Building Trades Unions affiliated with the Council are available from the Unions directly or the Minneapolis Building and Construction Trades Council at [dan@mplstrades.org](mailto:dan@mplstrades.org) or (612) 379-4234. Those CBA provisions that are specifically referenced in this Agreement are incorporated herein.

**ATTACHMENT A**

**LETTER OF ASSENT**

\_\_\_\_\_ [Name of Contractor] \_\_\_\_\_ hereby agrees to accept and be bound by the terms and conditions of the Project Labor Agreement between MINNEAPOLIS PUBLIC SCHOOLS, SPECIAL SCHOOL DISTRICT NO. 1 and the MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL, dated and effective \_\_\_\_\_ [Insert Effective Date] \_\_\_, for the Project listed below, with respect to all Project Work as those terms are defined in the Project Labor Agreement.

NAME OF PROJECT: \_\_\_\_\_

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

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



Resolution No. 2022-9-ER-CBA-MBCTC  
September 13, 2022

**Resolution Approving the 2022-2027 Collective Bargaining Agreement between Special School District No.1 and Minneapolis Building and Construction Trades Council (MBCTC)**

**WHEREAS**, Special School District No. 1 (District) and Minneapolis Building and Construction Trades Council (Union) were parties to a collective bargaining agreement for the period of July 1, 2017, through June 30, 2022, and

**WHEREAS**, the collective bargaining agreement between the District and Union expired on June 30, 2022; and

**WHEREAS**, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2027; and

**WHEREAS**, the Union membership has voted affirmatively to ratify the successor agreement; and

**WHEREAS**, the Senior Human Resources Officer has recommended approval of this resolution.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Directors of Special School District No. 1 hereby approves the collective bargaining agreement between Special School District No. 1, and Minneapolis Building and Construction Trades Council, effective July 1, 2022, through June 30, 2027.

ADOPTED this 13th day of September 2022.

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Kim Ellison, Chair

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Nelson Inz, Clerk

<b>RECORD OF BOARD VOTE (2022-9-ER-CBA-MBCTC)</b>				
<b>DIRECTOR</b>	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Arneson				
El-Amin				
Ali				
Cerrillo				
Inz				
Jourdain				
Booker				
Caprini				
Ellison				

# BOARD SUMMARY

## SPECIAL SCHOOL DISTRICT NO.1

and

Minneapolis Building and Construction Trades Council

2022-2027

### Board meeting – September 13, 2022

**Term:** Five (5) years, July 1, 2022, through June 30, 2027

**Pay:** The existing Memorandum of Understanding concerning Wage Rates has been replaced by the following language incorporated into Article 9, Salaries:

**9.2 Specific Provisions:**

Effective July 1, 2022, the hourly wage paid to individuals covered by this collective bargaining agreement shall be the same rate as is set for the employee's respective position by the prevailing labor agreement between the respective trade union and their contractor association, as outlined in Appendix A. The Union shall be responsible for submitting the wage rates of its affiliates and submitting them to the District on an annual basis or upon any change to the rate taking effect.

**7.3 Holidays.** Juneteenth has been added as a twelfth paid holiday

**Appendix A – Hiring Hall Employees:** Renewed for July 1, 2022 – June 30, 2027

**MOA– Safety Equipment, Temp Employees:** Renewed for July 1, 2022 – June 30, 2027

**Fiscal Impact:**

Periodic wage increases for Hiring Hall employees reflect wages as negotiated between each individual trade union and their respective contractor association.

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



Resolution No. 2022-9-ER-CBA-SEIU-Custodial  
September 13, 2022

**Resolution Approving the 2022-2025 Collective Bargaining Agreement between Special School District No.1 and Service Employees International Union (SEIU), Local 284, Custodial Unit**

**WHEREAS**, Special School District No. 1 (District) and Service Employees International Union (SEIU), Local 284, Custodial Unit (Union) were parties to a collective bargaining agreement for the period of July 1, 2020, through June 30, 2022, and

**WHEREAS**, the collective bargaining agreement between the District and Union expired on June 30, 2022; and

**WHEREAS**, the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2025; and

**WHEREAS**, the Union membership has voted affirmatively to ratify the successor agreement; and

**WHEREAS**, the Senior Human Resources Officer has recommended approval of this resolution.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Directors of Special School District No. 1 hereby approves the collective bargaining agreement between Special School District No. 1, and Service Employees International Union (SEIU), Local 284, Custodial Unit, effective July 1, 2022, through June 30, 2025.

ADOPTED this 13th day of September 2022.

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Kim Ellison, Chair

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Nelson Inz, Clerk

<b>RECORD OF BOARD VOTE (2022-9-ER-CBA-SEIU-Custodial)</b>				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Arneson				
El-Amin				
Ali				
Cerrillo				
Inz				
Jourdain				
Booker				
Caprini				
Ellison				

## SUMMARY OF TENTATIVE AGREEMENT

### SPECIAL SCHOOL DISTRICT NO.1

and

### SEIU, LOCAL 284 – CUSTODIAL

2022-2025

Board Meeting – September 13, 2022

**Term:** Three (3) years, July 1, 2022, through June 30, 2025

**Pay:**

**Year One (7/1/2022 – 6/30/2023)**

- Eliminate Steps 1-3 from Pay Grades J1 – J6 within Appendix A, thereby making the current Step 4 for each Pay Grade into the entry-level pay Step 1 for each Grade and converting the 10-Step schedule to a 7-Step schedule.
- Eliminate Steps 1 and 2 from Pay Grades J8 – J11 within Appendix A, thereby making the current Step 3 for each Pay Grade into the entry-level pay Step 1 for each Grade and converting the 10-Step schedule to an 8-Step schedule.
- Add \$2.00 to all Pay Grades/Steps within the J1-J11 (excluding J2 and J4) Salary Schedule.
- Add \$2.73 to all Steps within the J4 Salary Schedule.
- \$2,500 lump sum to all employees employed in the J2 or “Janitor Engineer” job class, on June 30, 2022

**Year Two (7/1/2023 – 6/30/2024)**

- Eliminate Step 4 from Pay Grades J1 – J6 within Appendix A, thereby making the current Step 5 for each Pay Grade into the entry-level pay Step 1 for each Grade and converting the 7-Step schedule to a 6-Step schedule.
- Add \$0.50 to all Pay Grades/Steps within the J1-J11 Salary Schedule.
- Salary Progression (“Step Progression”) on the Salary Schedule—effective July 1, 2023, for all eligible employees, excluding those in the J2 or “Janitor Engineer” job class.
- Move all employees on the J2 or “Janitor Engineer” job class onto the J1 or “Custodian” schedule.

**Year Three (7/1/2024 – 6/30/2025)**

- Eliminate Step 5 from Pay Grades J1 – J6 within Appendix A, thereby making the current Step 6 for each Pay Grade into the entry-level pay Step 1 for each Grade and converting the 6-Step schedule to a 5-Step schedule.
- Add \$0.50 to all Pay Grades/Steps within the J1-J11 Salary Schedule.
- Salary Progression (“Step Progression”) on the Salary Schedule—effective July 1, 2024, for all eligible employees.

**Article 12.2, Salary Progression:** Redefines eligibility for step increases:

“To be eligible for a step increase in a given job classification, an employee must be employed in that classification as of February 1<sup>st</sup> of the contract year preceding the fiscal year in which steps are being awarded.”

**Article 12.3.c, Site Differential:** Increases the per hour site differential:

Senior Custodians, Tier 2 site – ~~\$0.50~~ \$1.00

Senior Custodians, Tier 3 site – ~~\$1.00~~ \$2.00

Second Shift Lead, Tier 3 site with five (5) or more Custodial FTE – ~~\$0.50~~ \$1.00

**Article 12.4, Pool Certificate:** Increases the per month additional pay from \$10.00 per month to \$50.00 per month.

**Article 7, Labor Management Committee:** Specifies the number of representatives for both union and management teams

**Article 8, Vacation and Leaves:**

8.1.1 – Qualifications and Calculations: Provides for a reduction in the number of years necessary for accrual of vacation days in each of the four accrual categories

8.1.2.c – Vacation upon Separation: Eliminates restrictions on payout of unused accrued vacation upon separation from employment.

8.3.1 – Critical Illness and Death: Expands and clarifies the description of immediate and extended family members

8.4.1 – Maternity and Parenting Leave: Section renamed as “Pregnancy and Parenting Leave” and eliminates restrictive language.

8.9 – Jury and Court Duty: Expands and clarifies provisions concerning employee eligibility for retention of jury duty pay, witness fees, and requisite expenses.

**Article 9.2, Religious Holiday:** Replaced by “Floating Holiday”, with applicable modification of contract language.

**Article 10.2, Employee Discipline:** Replaces current language reflective of outdated Rule 11 of the City of Minneapolis Civil Service Commission Rules with the following provision:

“The employer will not discipline any employee without just cause and will apply the principals of progressive discipline when appropriate, as determined by the employer.”

**Article 14.3.1, District contribution toward uniforms:** Increases the yearly contribution from \$150 to \$200.

**Article 15.2.2, Bidding:** Limits Senior Custodians to one (1) move per fiscal year.

**Article 16.4, Life Insurance:** Effective January 1, 2023, increases Life Insurance and Accidental Death and Dismemberment from \$20,000 to \$35,000.

**Article 16.8.3.a, Deferred Compensation District Match Payments:** Effective January 1, 2023, increases the District’s match payment from \$525 to \$650.

**Article 16.10, Long Term Disability Insurance:** New provision adds long term disability insurance:

Insurance-eligible employees are automatically enrolled in District-paid long term disability insurance. The long-term disability insurance plan replaces sixty percent (60%) of monthly earnings pursuant to the Insurance Plan document. There is a ninety (90) consecutive workday elimination period before benefits begin. The long-term disability insurance benefits are coordinated with PERA and Social Security benefits.

**Fiscal Impact:**

The three-year total package cost of this agreement is \$5,116,000, representing a 6.3% increase spread over the three years.



# Superintendent Search Process Discussion



**Kim Ellison,  
Board Chair**

September 13, 2022

# Reflection on Current Status

- We have an interim superintendent in place until July 1, 2023
- Next board (seated January 2023) should hire the new superintendent
- Superintendent searches take time, resources, and planning
- Current board should do what we can to help set them up for success
- We will need external support to help with facilitating community engagement and search/selection processes
- Establishing a clear process and timeline will help with candidate recruitment

# Proposed Timeline (2022)

Sept. 2022	Oct. 2022	Nov. 2022	Dec. 2022
<p>Outline timeline/plan</p> <p>Release RFP for contracted services for community engagement and search/selection process services</p> <p>Develop search website</p> <p>Schedule special meetings</p>	<p>Council of Great City Schools search process overview presentation</p> <p>Solicit proposals for contracted services for community engagement and search/selection process services</p>	<p>Select community engagement service provider (Nov. 1)</p> <p>Conduct community engagement (via contracted community engagement services provider) to develop candidate profile of desired characteristics</p>	<p>Conduct community engagement (via contracted community engagement services provider) to develop candidate profile of desired characteristics</p>

# Proposed Timeline (2023)

Jan. 2023	Feb. 2023	March 2023	April-July 2023
Select executive search process services provider	Recruit candidates	Finalist interviews	Finalize and approve superintendent contract
Receive community engagement report; finalize candidate profile	Selection committee interviews candidate, recommends finalists	Community feedback on finalists	Superintendent onboarding and orientation
Create selection committee to narrow candidate pool		Selection of preferred candidate	New superintendent starts (July 1)
Recruit candidates			

# Next Steps

- Schedule special meetings on each of the 1st Tuesday of the month, starting with October, to provide dedicated time for search tasks
- Invite Council of Great City Schools (CGCS) to provide superintendent search process overview at upcoming meeting
- Release a request for proposals this week for community engagement and search process services
- Create superintendent search website where community can go for updates
- Select a community engagement facilitator to start building candidate profile (report to be provided to next board at January 3, 2023 meeting)

# Review Proposed Responsibilities

## Current Board (2022)

- Establishes recommended high-level timeline and sets meeting schedule
- Provides public and board with shared understanding of what a typical search process entails
- Secures community engagement facilitator to begin their work to develop a candidate profile
- Builds pool of potential search firms
- Solicits search firm proposals/options via RFP
- Considers financial implications in early budgeting process

## Next Board (2023)

- Receives engagement process report about what the community wants to see in the next superintendent
- Finalizes candidate profile by ensuring alignment with board values/priorities
- Selects search firm to recruit candidate pool
- Develops selection committee membership and process to narrow candidate pool
- Conducts final interviews and selects new superintendent

# Discussion