

Business Committee
Duluth Public Schools, ISD 709
Agenda
Tuesday, June 11, 2019
UnitedHealth Group Building
4316 Rice Lake Road
Suite 108
Duluth, MN 55811
4:30 PM

1. **Guest Presentations**

A. Informational Item 6.H. Presentation on Costs to Upgrade Historical Old Central High School

B. Informational Item 6.I. Legislative Update

2. **Financial Report**

A. Financial Report 4

B. Approval of Payment of Claims - Attached as an "extra"

C. Budget Revisions 14

D. Wire Transfers 16

E. Investment Transactions 17

F. APU Projections 18

G. Fundraisers 21

H. Child Nutrition Student Meal Price Increases 22

The Health Hunger-Free Kids Act of 2010 requires schools to charge students of paid meals at a price that is, on average, equal to the difference between the federal free meal reimbursements and any state reimbursements, and the paid meal reimbursement. Schools that currently charge less are required to gradually increase their prices over time until they meet the requirement. The current lunch price at Duluth Public Schools does not meet the paid lunch equity price (\$3.00); we are required to increase our lunch price by ten cents.

Recommendation: It is recommended that the price for student lunch meals for both elementary and secondary schools be increased by ten cents. This would increase elementary student lunch costs from \$2.50 to \$2.60 per meal and secondary lunch costs from \$2.75 to \$2.85 per meal.

3. **Bids, R.F.P.s and Quotes Reports**

A. Bids - None

B. RFPs - None

C. Quotes - None

4. **Policies and Regulations - None**

5. **Contracts, Change Orders, and Leases**

A. Contracts

1) Sourcewell ezIQC - Kraus Anderson for the Lincoln Park Middle School Special Education Bathroom Construction Project - documents pending

Recommendation: It is recommended that the Duluth School Board approve this agreement with Kraus-Anderson.

B. Change Orders

1) Change Order #1 - Northland Constructors PSS Track Reconstruction - No Cost - Concrete Thickness 24

This change order results in no cost and is related to the change in concrete thickness at the front walk in front of the bleachers.

2) Change Order #2 - Northland Constructors PSS Track Reconstruction - Trench Demolition & Re-installation 26

The initial agreement, approved at the April 2019 Board meeting, was for \$868,600.00. This change order is to replace 140 linear feet of unforeseen and incorrectly installed and shimmed trench drain and curb. The cost of this change order is \$30,100.00 and will increase the contract sum to \$898,700.00

Recommendation: It is recommended that the Duluth School Board approve this change order.

3) Deduct Change Order #1 - Kraus-Anderson Construction Company Sourcewell Project Procurement/Gordian ezIQC for Denfeld High School Stairwell Ceiling Repair Project 28

The initial agreement, approved at the April 2019 Board meeting, was for \$534,794.00. Further review and clarification of workscope has resulted in this deduct change order of \$1,726.73 to bring the new contract sum to \$533,067.27.

Recommendation: It is recommended that the Duluth School Board approve this deduct change order.

4) PLACEHOLDER - Other Change Orders

C. Leases - None

6. Resolutions

A. B-6-19-3653 - Acceptance of Donations 38

Recommendation: It is recommended that the Duluth School Board approve Resolution 6-19-3653.

B. B-6-19-3654 - Authorized Bank Account Signer 42

Recommendation: It is recommended that the Duluth School Board approve Resolution 6-19-3654.

C. B-6-19-3655 - Release and Pledge of Collateral (FNMA Note) 43

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-19-3655.

D. B-6-19-3656 - Release and Pledge of Collateral (FHLB Note) 44

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-19-3656.

E. B-6-19-3657 - Adoption of the Fiscal Year 2020 Budget 45

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-19-3657.

F. B-6-19-3658 - Sale of Hartley Property - documents pending

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-19-3658.

7. Informational - These items are provided for informational purposes only; no action is required.

A. Expenditure Contracts 46

The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of May 2019.

B. Extension or Renewal Contracts 88

The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of May 2019.

C. No Cost Contracts 120

The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of May 2019.

D. Revenue Contracts 130

The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of May 2019.

E. Change Orders Signed - None

F. Facilities Management & Capital Project Status Report 140

G. Property Sale Updates 142

H. Presentation on Costs to Upgrade Historical Old Central High School - Guest Presenter 143

I. Legislative Update (verbal update) - Guest Presenter

8. Future Items

A. Adoption of FY21 Ten-Year Capital Facilities Plan (July)

B. Annual Review of Grants and Donations (July)

C. Property, General Liability, Auto Insurance, etc. Renewal (July)

D. Policy Updates

**Duluth Public Schools - ISD 709
Cash Flow Report
Month Ending 04/30/19**

	Total	General Fund 1	Food Service 2	Transportation 3	Community Education 4	Operating Capital 5	Construction 6	Debt Service 7	Trust & Agency 8 & 9	Dental 20	Student Activities 71 & 79
Cash and investments 3/31/2019	\$ 13,117,454	\$ 6,410,219	\$ 1,084,272	\$ (3,790,465)	\$ 2,558,666	\$ 2,145,797	\$ 201,946	\$ 1,840,759	\$ 987,696	\$ 465,017	\$ 1,213,549
Receivables (increase)/decrease -	(35,423)	5,748	(7,749)	(4,766)	(28,480)	-	-	-	-	(176)	-
Payables increase/(decrease) -	160,535	(47,450)	31,872	54,804	93,753	27,556	-	-	-	-	-
Revenues increase/(decrease) -	11,968,376	10,233,789	177,762	464,943	851,193	145,913	-	15,517	-	79,260	-
Expenditures (increase)/decrease -	(9,448,278)	(7,132,330)	(411,651)	(816,641)	(618,785)	(229,076)	(365)	-	(177,630)	(61,799)	-
Cash and investments 4/30/2019	\$ 15,762,665	\$ 9,469,975	\$ 874,505	\$ (4,092,125)	\$ 2,856,348	\$ 2,090,190	\$ 201,580	\$ 1,856,276	\$ 810,065	\$ 482,302	\$ 1,213,549

		General Fund			Percent of year	83.33%
		Apr-19				
		FY19	FY 19 Budget		Revised	Percent
		Actual	Adopted	Revised	Budget	Budget
					Balance	Remaining
Revenues						
Levy		\$ 4,588,234	\$ 12,802,626	\$ 12,780,894	\$ 8,192,660	64%
State aids		58,471,960	71,873,563	70,172,749	11,700,789	17%
Special ED (fin 740)		12,786,107	13,737,860	13,496,247	710,140	5%
Federal		3,535,881	5,623,431	6,054,040	2,518,159	42%
Other		388,241	-	300,000	(88,241)	
Other Local		2,114,269	2,949,850	3,094,286	980,017	32%
Student Activities		775,069	1,496,993	1,496,993	721,924	48%
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Total Revenue		\$ 82,659,761	\$ 108,484,323	\$ 107,395,209	\$ 24,735,448	23%
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Expenditures						
010-050 Administration		\$ 3,681,657	\$ 4,885,552	\$ 5,233,249	\$ 1,551,592	30%
105-110 District Support Services		4,694,666	4,049,994	5,405,077	710,411	13%
200-298 Elem & Secondary Reg		28,857,794	42,493,820	42,693,835	13,836,041	32%
300-380 Vocational Education		1,105,280	1,701,341	1,737,290	632,010	36%
400-422 Special Education		16,228,453	23,158,015	22,414,304	6,185,851	28%
505-590 Community Education						
605-640 Instructional Support		2,775,617	3,890,733	4,018,763	1,243,146	31%
710-770 Pupil Support		6,762,141	8,047,695	8,006,430	1,244,289	16%
805-865 Sites and Buildings		9,919,168	15,160,113	13,126,601	3,207,433	24%
910-940 Fiscal & Other Fixed		(135,947)	3,480,000	3,260,000	3,395,947	104%
Student Activities		648,693	1,496,993	1,496,993	848,300	57%
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Total Expenditures		\$ 74,537,522	\$ 108,364,256	\$ 107,392,542	\$ 32,855,020	31%
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Excess Rev Over (Under)		\$ 8,122,239	\$ 120,067	\$ 2,667	\$ (8,119,572)	

		Percent of year			83.33%	
General Fund Unrestricted						
Apr-19						
		FY19	FY 19 Budget		Revised	Percent
		Actual	Adopted	Revised	Budget	Budget
					Balance	Remaining
Revenues						
Levy	\$	3,517,762	\$ 9,519,071	\$ 9,497,339	\$ 5,979,577	63%
State aids		56,867,137	61,109,019	59,230,727	2,363,590	4%
Special ED (fin 740)		12,786,107	13,737,860	13,496,247	710,140	5%
Federal		-	-	-	-	
Other		388,241	-	300,000	(88,241)	
Other Local		1,257,026	2,095,153	2,190,969	933,943	43%
Student Activities		775,069	1,496,993	1,496,993	721,924	48%
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Total Revenue	\$	75,591,342	\$ 87,958,096	\$ 86,212,275	\$ 10,620,933	<u>12%</u>
Expenditures						
010-050 Administration	\$	3,681,657	\$ 4,885,552	\$ 5,233,249	\$ 1,551,592	30%
105-110 District Support Services		4,649,978	3,899,994	5,265,381	615,403	12%
200-298 Elem & Secondary Reg		21,044,466	30,362,497	30,061,221	9,016,755	30%
300-380 Vocational Education		1,013,609	1,569,790	1,584,944	571,335	36%
400-422 Special Education		14,158,365	20,296,764	19,576,287	5,417,922	28%
505-590 Community Education						
605-640 Instructional Support		1,312,033	1,446,097	1,480,941	168,908	11%
710-770 Pupil Support		6,420,924	8,047,695	7,873,160	1,452,236	18%
805-865 Sites and Buildings		8,488,607	12,352,647	10,319,135	1,830,528	18%
910-940 Fiscal & Other Fixed		(135,947)	3,260,000	3,260,000	3,395,947	104%
Student Activities		648,693	1,496,993	1,496,993	848,300	57%
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Total Expenditures	\$	61,282,385	\$ 87,618,029	\$ 86,151,311	\$ 24,868,926	<u>29%</u>
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Excess Rev Over (Under)	\$	14,308,957	\$ 340,067	\$ 60,964	\$ (14,247,993)	

		Percent of year			83.33%	
		General Fund Restricted				
		Apr-19				
		FY19	FY 19 Budget		Revised	Percent
		Actual	Adopted	Revised	Budget	Budget
					Balance	Remaining
Revenues						
Levy	\$	1,070,472	\$ 3,283,555	\$ 3,283,555	\$ 2,213,083	67%
State aids		1,604,823	10,764,544	10,942,022	9,337,199	85%
Special ED (fin 740)		-	-	-	-	
Federal		3,535,881	5,623,431	6,054,040	2,518,159	42%
Other		-	-	-	-	
Other Local		857,243	854,697	903,317	46,074	5%
Student Activities		-	-	-	-	
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Total Revenue	\$	7,068,419	\$ 20,526,227	\$ 21,182,934	\$ 14,114,515	67%
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Expenditures						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		44,688	150,000	139,696	95,008	68%
200-298 Elem & Secondary Reg		7,813,328	12,131,323	12,632,614	4,819,286	38%
300-380 Vocational Education		91,671	131,551	152,346	60,675	40%
400-422 Special Education		2,070,088	2,861,251	2,838,017	767,929	27%
505-590 Community Education						
605-640 Instructional Support		1,463,584	2,444,636	2,537,822	1,074,238	42%
710-770 Pupil Support		341,217	-	133,270	(207,947)	
805-865 Sites and Buildings		1,430,561	2,807,466	2,807,466	1,376,905	49%
910-940 Fiscal & Other Fixed		-	-	-	-	
Student Activities						
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Total Expenditures	\$	13,255,137	\$ 20,526,227	\$ 21,241,231	\$ 7,986,094	38%
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Excess Rev Over (Under)	\$	(6,186,718)	\$ -	\$ (58,297)	\$ 6,128,421	

Percent of year

83.33%

**Food Service Fund
Apr-19**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	147,444	220,000	220,000	72,556	33%
Special ED (fin 740)	-	-	-	-	
Federal	1,464,491	2,617,000	2,633,320	1,168,829	44%
Other	1,146,193	6,000	1,259,500	113,307	9%
Other Local	11,228		6,000	(5,228)	-87%
Student Activities	-	-	-	-	
Total Revenue	\$ 2,769,356	\$ 2,843,000	\$ 4,118,820	\$ 1,349,464	33%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	3,008,662	4,182,661	4,258,981	1,250,319	29%
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities	-	-	-	-	
Total Expenditures	\$ 3,008,662	\$ 4,182,661	\$ 4,258,981	\$ 1,250,319	29%
Excess Rev Over (Under)	\$ (239,306)	\$ (1,339,661)	\$ (140,161)	\$ 99,145	

		Percent of year			83.33%	
		Community Service Fund				
		Apr-19				
		FY19	FY 19 Budget		Revised	Percent
		Actual	Adopted	Revised	Budget	Budget
					Balance	Remaining
Revenues						
Levy	\$	388,235	\$ 972,505	\$ 972,505	\$ 584,270	60%
State aids		2,238,378	2,548,536	2,555,511	317,133	12%
Special ED (fin 740)		-	-	-	-	
Federal		1,408,653	2,093,958	2,048,620	639,967	31%
Other		-	-	-	-	
Other Local		1,813,723	1,787,700	1,792,700	(21,023)	-1%
Student Activities		-	-	-	-	
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Total Revenue	\$	5,848,989	\$ 7,402,699	\$ 7,369,336	\$ 1,520,347	<u>21%</u>
Expenditures						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		-	-	-	-	
200-298 Elem & Secondary Reg		-	-	-	-	
300-380 Vocational Education		-	-	-	-	
400-422 Special Education		-	-	-	-	
505-590 Community Education		5,410,390	7,674,184	7,648,321	2,237,931	29%
605-640 Instructional Support		-	-	-	-	
710-770 Pupil Support		-	-	-	-	
805-865 Sites and Buildings		-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities		-	-	-	-	
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Total Expenditures	\$	5,410,390	\$ 7,674,184	\$ 7,648,321	\$ 2,237,931	<u>29%</u>
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Excess Rev Over (Under)	\$	438,599	\$ (271,485)	\$ (278,985)	\$ (717,584)	

Percent of year

83.33%

**Capital Projects Fund
Apr-19**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Sales	-	-	-	-	
Other Local	10,667	-	-	(10,667)	
Student Activities	-	-	-	-	
Total Revenue	\$ 10,667	\$ -	\$ -	\$ (10,667)	
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	493,206	-	642,690	149,484	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
Total Expenditures	\$ 493,206	\$ -	\$ 642,690	\$ 149,484	
Excess Rev Over (Under)	\$ (482,539)	\$ -	\$ (642,690)	\$ (160,151)	

Percent of year

83.33%

**Debt Service Fund
Apr-19**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ 6,788,233	\$ 18,274,130	\$ 18,274,130	\$ 11,485,897	63%
State aids	2,218,367	2,198,818	2,198,818	(19,549)	-1%
Special ED (fin 740)	-	-	-	-	
Federal	835,743	833,957	833,957	(1,786)	0%
Other	-	-	-	-	
Other Local	587,997	1,000,000	1,000,000	412,003	41%
Student Activities	-	-	-	-	
Total Revenue	\$ 10,430,340	\$ 22,306,905	\$ 22,306,905	\$ 11,876,565	53%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	101,948,412	105,560,113	105,560,113	3,611,701	3%
Total Expenditures	\$ 101,948,412	\$ 105,560,113	\$ 105,560,113	\$ 3,611,701	3%
Excess Rev Over (Under)	\$ (91,518,072)	\$ (83,253,208)	\$ (83,253,208)	\$ 8,264,864	

Percent of year

83.33%

**Trust Fund
Apr-19**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	21,309	262,450	262,450	241,141	92%
Student Activities	-	-	-	-	
Total Revenue	\$ 21,309	\$ 262,450	\$ 262,450	\$ 241,141	92%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	1,243,412	1,421,043	1,421,043	177,631	13%
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
Total Expenditures	\$ 1,243,412	\$ 1,421,043	\$ 1,421,043	\$ 177,631	13%
Excess Rev Over (Under)	\$ (1,222,103)	\$ (1,158,593)	\$ (1,158,593)	\$ 63,510	

Percent of year **83.33%**

**Dental Internal Service Fund
Apr-19**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	826,061	840,000	840,000	13,939	2%
Student Activities	-	-	-	-	
Total Revenue	\$ 826,061	\$ 840,000	\$ 840,000	\$ 13,939	2%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	421,570	819,000	819,000	397,430	49%
Total Expenditures	\$ 421,570	\$ 819,000	\$ 819,000	\$ 397,430	49%
Excess Rev Over (Under)	\$ 404,491	\$ 21,000	\$ 21,000	\$ (383,491)	

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 04/30/2019

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
04/05/2019	V109781	AFSCME MN COUNCIL 5 EFT	11,667.18
04/05/2019	V106466	CITISTREET FOR MSRS	39,908.52
04/05/2019	V79764	DULUTH FEDERATION OF TEA	34,642.79
04/05/2019	V106637	EBC - FLEX EFT	9,629.97
04/05/2019	V106636	EBC - TSA EFT	59,952.97
04/05/2019	V79771	EDUCATION MN CLERICAL EFT	898.85
04/05/2019	V110013	EDUCATION MN INTEGRATION EFT	89.82
04/05/2019	V102915	FEDERAL 941 PR TAXES	588,897.28
04/05/2019	V107231	HARBOR POINTE CREDIT UNION	6,316.00
04/05/2019	V108066	MG TRUST	135,517.88
04/05/2019	V05173	MN CHILD SUPPORT EFT	1,468.81
04/05/2019	V108320	MN DEPT OF REVENUE EFT	1,154.51
04/05/2019	V102916	MN STATE PR TAXES	102,992.44
04/05/2019	V79708	PUBLIC EMPLOYEES RETIREMENT	102,940.10
04/05/2019	V108783	TEACHERS RETIREMENT ASSOC EFT	278,796.15
04/05/2019	V79704	U S BANK - PY DIRECT DEPOSIT	1,703,106.16
04/19/2019	V106466	CITISTREET FOR MSRS	42,637.70
04/19/2019	V79764	DULUTH FEDERATION OF TEA	34,642.79
04/19/2019	V106637	EBC - FLEX EFT	9,519.55
04/19/2019	V106636	EBC - TSA EFT	61,095.87
04/19/2019	V79771	EDUCATION MN CLERICAL EFT	898.85
04/19/2019	V110013	EDUCATION MN INTEGRATION EFT	89.82
04/19/2019	V102915	FEDERAL 941 PR TAXES	580,961.61
04/19/2019	V107231	HARBOR POINTE CREDIT UNION	6,316.00
04/19/2019	V108066	MG TRUST	132,628.96
04/19/2019	V05173	MN CHILD SUPPORT EFT	1,643.92
04/19/2019	V108320	MN DEPT OF REVENUE EFT	995.61
04/19/2019	V102916	MN STATE PR TAXES	101,565.83
04/19/2019	V79708	PUBLIC EMPLOYEES RETIREMENT	102,327.18
04/19/2019	V108783	TEACHERS RETIREMENT ASSOC EFT	276,563.36
04/19/2019	V79704	U S BANK - PY DIRECT DEPOSIT	1,696,337.40
04/26/2019	V06645	MEDICA HEALTH PLAN (EFT)	167,473.70
04/26/2019	V106638	PEIP - HLTH EFT	1,395,483.24
04/26/2019	V80030	DELTA DENTAL PLAN OF MN(EFT)	61,799.38
04/26/2019	V104923	HARRIS BANK	26,144.00
04/26/2019	V100499	MN DEPT OF REVENUE EFT	538.00
			7,777,642.20

ISD 709 - Duluth Public Schools
GF Investment Activity for FY 2019
As of April 30, 2019

Beginning Investment Balance (March 31, 2019) \$ 3,079,984.93

Add Purchases:

Date	Issuer	Broker	Matures	Yield (YTM)	
4/1/2019	Pinnacle Bank Nashville TN	MBS	7/15/2019	2.25%	\$ 249,000.00
4/1/2019	Southeast Bank Farragut TE	MBS	7/22/2019	2.30%	\$ 248,000.00
4/1/2019	Florida Capital Bank Jacksonville FL	MBS	7/29/2019	2.30%	\$ 110,000.00
4/4/2019	21st Century Bank Loretto MN	MBS	7/25/2019	2.25%	\$ 248,000.00
4/8/2019	First Bank NE Wahoo NE	MBS	6/21/2019	2.15%	\$ 246,000.00
4/8/2019	Lincoln Svgs Bank Cedar Falls IA	MBS	6/10/2019	2.15%	\$ 249,000.00
4/12/2019	Luana Svgs Bank Iowa	MBS	7/12/2019	2.15%	\$ 245,000.00
4/24/2019	Bank Leumi USA New York NY	MBS	7/22/2019	2.25%	\$ 248,000.00
4/24/2019	Mizrahi Tefahot Bk Los Angeles CA	MBS	7/24/2019	2.30%	\$ 247,000.00
4/25/2019	MN Trust Term Series	MNT	5/24/2019	2.41%	\$ 2,000,000.00
Total Purchases			\$	4,090,000.00	

Deduct Maturities/Calls/Sales:

Date	Issuer	Broker	Matures	Yield (YTM)	
4/25/2019	MN Trust Term Series	MNT	4/25/2019	2.47%	\$ 2,000,000.00
Total Maturities			\$	2,000,000.00	

Other items:

Add:	Money Market Funds Interest				\$ 121.25
	Beginning Value Adjustment				
	Other Interest/Cash Balance on Account (Reverse)				
Deduct:	Transaction Fees/Other				
	Market Value Adjustment-Adjust for Cost Basis				
	Other Interest/Cash Balance on Account (Reverse)				\$ 607,482.85
Total Other			\$	(607,361.60)	

Ending Investment Balance (April 30, 2019) \$ 4,562,623.33

Note: Ending Investment Balance as of April 30, 2018 was \$719,779.83

Duluth Public Schools-ISD 709

Average Pupil Units (APU) / Pupil Units (PU) Projection Report - FY 2019

3

June 2019

Grade Levels	Jun Enrollment	Progression to PU	Projected PU	PUW	Projected APU	MFR EOY APU 1718
KG	571.00	1.0060170733	574.44	1.00	574.44	607.06
HK	75.00	0.9303183570	69.77	1.00	69.77	74.02
Gr 1-3	1842.88	0.9969862704	1837.33	1.00	1837.33	1844.36
Gr 4-6	1845.64	0.9863886110	1820.52	1.00	1820.52	1789.58
Gr 7-8	1195.65	0.9670352612	1156.24	1.20	1387.48	1399.07
Gr 9-12	2647.95	0.9740305248	2579.18	1.20	3095.02	3114.90
Sub-Total	8178.12		8037.47		8784.56	8828.99
Other APU Generators						
	Jun Enrollment	Progression to PU	Projected PU	PUW	Projected APU	
Early Childhood	291	0.3521272020	102.47	1.000	102.47	100.33
Early Childhood Details	Final Count	June 1 Count	Final PU			
15-16	367	252	86.97			
16-17	384	268	95.08			
17-18	422	278	100.32			
18-19*		291	102.47			
Resident Tuition**						
Resident Tuition Details	Total APU				33.07	
15-16	35.28					
16-17	30.01					
17-18	33.91					
18-19*	33.07					
ALC**						
ALC Details	Total APU				254.93	
15-16	260.40					
16-17	238.06					
17-18	266.33					
18-19*	254.93					
Projected Total APU					8887.03	8929.32
Budgeted APU					8884.00	
Net					3.03	

* Projected

** Included in Grade level projections

PU: Pupil Unit

APU: Average Pupil Unit

PUW: Pupil Unit Weight

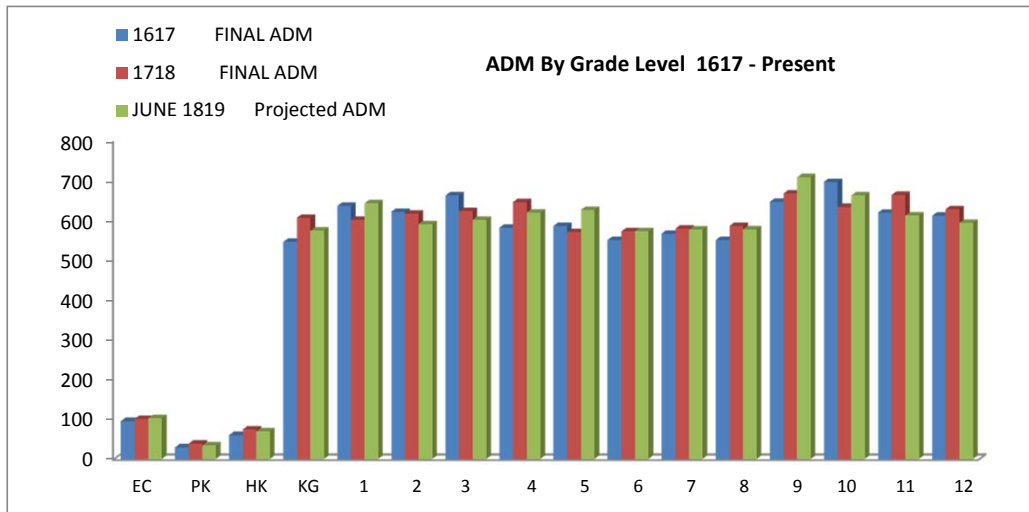
EOY: End of Year

MFR:MN Funding Reports

**Duluth Public Schools Projected Average Daily Membership (ADM) Report
JUNE 2019**

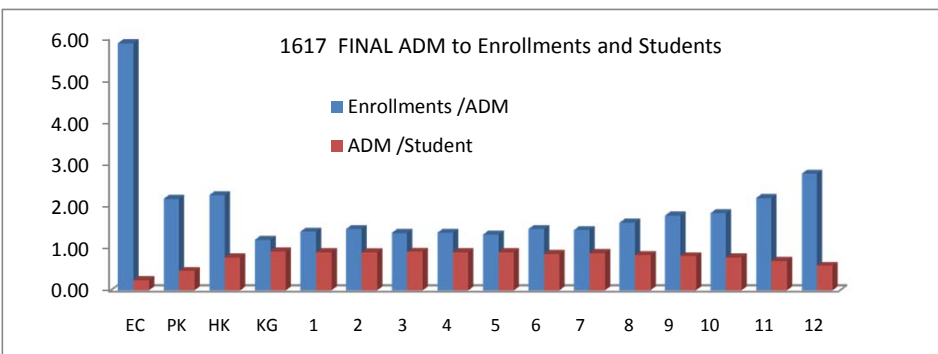
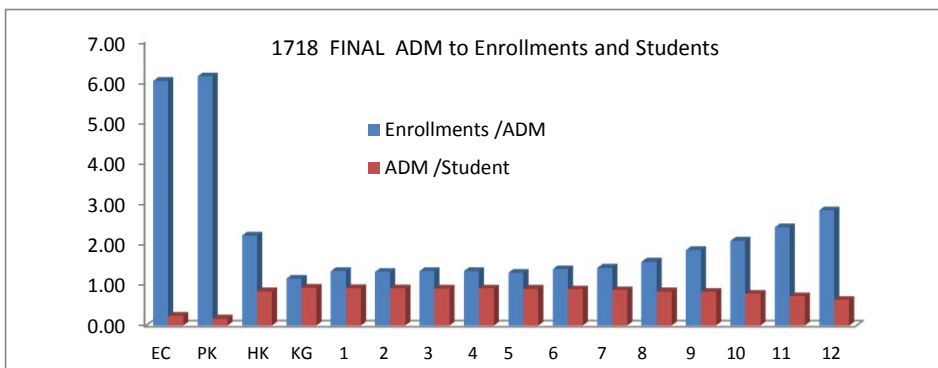
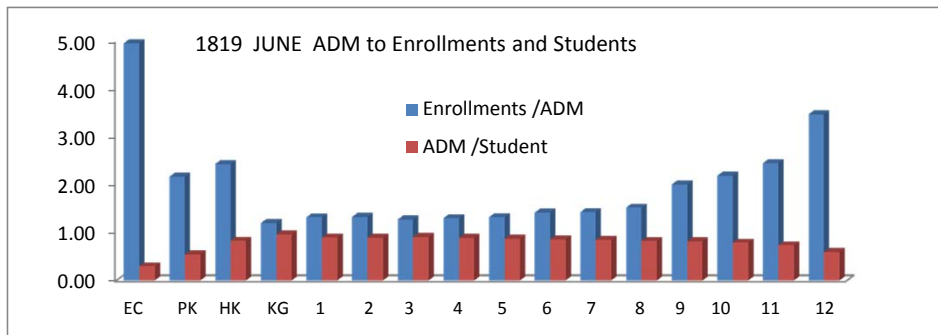
Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	509	345	291	102.47	97.00	4.97	0.30
PK	73	62	56	33.60	48.10	2.17	0.54
HK	170	84	75	69.77	67.00	2.44	0.83
KG	690	597	571	574.44	568.00	1.20	0.96
1	852	716	645.88	643.93	660.00	1.32	0.90
2	787	659	593	591.21	581.00	1.33	0.90
3	769	661	604	602.18	610.00	1.28	0.91
4	809	695	629	620.44	599.00	1.30	0.89
5	831	719	635.69	627.04	631.00	1.33	0.87
6	814	666	580.95	573.04	547.00	1.42	0.86
7	827	679	597.55	577.85	593.00	1.43	0.85
8	882	700	598.1	578.38	613.00	1.52	0.83
9	1424	865	727.95	709.05	681.00	2.01	0.82
10	1455	837	680.9	663.22	655.00	2.19	0.79
11	1506	832	629.15	612.81	590.00	2.46	0.74
12	2067	997	609.95	594.11	638.00	3.48	0.60
Total:	14465	10114	8525.12	8173.54	8178.10	1.77	0.84

GRADE	1617 FINAL ADM	1718 FINAL ADM	JUNE 1819 Projected ADM
EC	95.09	100.31	102.47
PK	28.85	38.4	33.60
HK	59.83	74.02	69.77
KG	546.04	607.06	574.44
1	636.59	602.43	643.93
2	622.13	617.88	591.21
3	662.99	624.05	602.18
4	582.37	646.85	620.44
5	586.63	570.25	627.04
6	551.39	572.48	573.04
7	567.26	579.71	577.85
8	551.08	586.18	578.38
9	647.17	668.14	709.05
10	697.38	634.02	663.22
11	619.99	664.72	612.81
12	612.03	628.87	594.11
Total:	8066.82	8215.37	8173.54



**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)
JUNE 2019**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	509	345	291	102.47	97.00	4.97	0.30
PK	73	62	56	33.60	48.10	2.17	0.54
HK	170	84	75	69.77	67.00	2.44	0.83
KG	690	597	571	574.44	568.00	1.20	0.96
1	852	716	645.88	643.93	660.00	1.32	0.90
2	787	659	593	591.21	581.00	1.33	0.90
3	769	661	604	602.18	610.00	1.28	0.91
4	809	695	629	620.44	599.00	1.30	0.89
5	831	719	635.69	627.04	631.00	1.33	0.87
6	814	666	580.95	573.04	547.00	1.42	0.86
7	827	679	597.55	577.85	593.00	1.43	0.85
8	882	700	598.1	578.38	613.00	1.52	0.83
9	1424	865	727.95	709.05	681.00	2.01	0.82
10	1455	837	680.9	663.22	655.00	2.19	0.79
11	1506	832	629.15	612.81	590.00	2.46	0.74
12	2067	997	609.95	594.11	638.00	3.48	0.60
Total:	14465	10114	8525.12	8173.54	8178.10	1.77	0.84



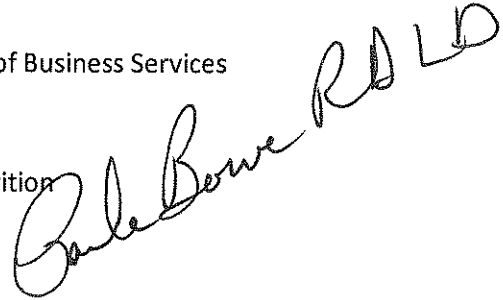
Fundraisers – May 2019

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
East	Dance Team	\$700.00	Engwall hanging flower basket sales
ECFE	ECFE parents	\$1,500.00	Duluth Coffee fundraiser (packaged coffee with a special ECFE label)
Ordean-East	Garden Club	\$1,133.00	Qdoba
Ordean-East	Media Center	\$912.14	Scholastic Book Fair
Ordean-East	Phy Ed	\$208.30	Box Tops (May 2019 check)
Ordean-East	Phy Ed	\$168.30	Box Tops (January 2019 check)
Ordean-East	Science Club	\$40.00	Sales; the last check from 2017-18
Ordean-East	6th Grade	\$3,776.00	Coffee sales

CHILD NUTRITION MEMORANDUM

To: Catherine Erickson, CFO/Executive Director of Business Services

From: Pamela Bowe, R.D.L.D. Supervisor Child Nutrition



Date: May 14, 2019

Re: Student Lunch Meal Price Increase

Due to the Healthy Hunger-Free Kids Act of 2010, signed into law December 2010, requiring schools to charge students of paid meals at a price that is on average, equal to the difference between the federal free meal reimbursements and any state reimbursements, and paid meal reimbursement. Schools that currently charge less are required to gradually increase their prices over time until they meet the requirement. Because our current lunch price does not meet the paid lunch equity price (\$3.00), we are required to increase our lunch price by ten cents.

Current Paid Lunch Prices

Elementary \$2.50

Secondary \$2.75

Proposed Paid Lunch Prices

Elementary \$2.60

Secondary \$2.85

SY 2019-20 Price Adjustment Calculator

[Go to Instructions](#)

SY 2019-20 Weighted Average Price Requirement	
Requirement price to the nearest cent	Optional price requirement ROUNDED DOWN to nearest 5 cent
\$ 2.72	\$ 2.70
Note: Above prices are based on adjusting SY 2018-19 price requirement by the 2% rate increase plus the Consumer Price Index (2.68%)	

SY 2018-19 Weighted Average Price Calculator			
Enter the paid prices and number of paid lunches sold at each price for October 2018.			
Monthly # of Paid Lunches	Paid Lunch Price	Monthly Revenue	SY 2018-19 Weighted Average Price
1.	22,511	\$ 2.50	\$ 56,277.50
2.	15,430	\$ 2.75	\$ 42,432.50
3.		\$ -	
4.		\$ -	
5.		\$ -	
6.		\$ -	
7.		\$ -	
8.		\$ -	
9.		\$ -	
10.		\$ -	
TOTAL	37,941	\$ 98,710.00	\$ 2.60
Note: SY 2018-19 Weighted Average Price equal to or above the target price of \$3.00 are compliant for SY 2019-20. \$3.00 is the difference between the Free and Paid reimbursement rates for SY 2018-19.			

Total Price Increase for SY 2019-20
\$ 0.10

Required price increase for SY 2019-20 (with 10 cent cap)
\$ 2.70

Remaining increase carried forward to SY 2020-21
\$ -

Remaining credit carried forward to SY 2020-21
\$ -

[Go to SY2019-20 Report](#)


Step 3 (Optional)

Pricing Estimation Calculator			
Below is a tool allowing users to manipulate prices to achieve the required new weighted average price.			
Monthly # of Paid Lunches	Paid Lunch Price	Monthly Revenue	Weighted Average Price
1.		\$ -	
2.		\$ -	
3.		\$ -	
4.		\$ -	
5.		\$ -	
6.		\$ -	
7.		\$ -	
8.		\$ -	
9.		\$ -	
10.		\$ -	
TOTAL	-	\$ -	\$ -

Note: This tool is created to allow the user to only enter the number of paid lunches and the related prices. If any other parts of the tool are modified, the user runs the risk of calculating an incorrect new average price. Users should not modify the tool's current functionality. March 2019

Memorandum

To: Ms. Rosie Loeffler-Kemp / School Board Chair
Ms. Cathy Erickson / CFO Executive Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: June 3, 2019

Re: Change Order #1 and #2 – Public School Stadium Track Reconstruction –
Northland Constructors of Duluth, Inc.
School Board Approved LTFM FY-20 Project

Attached are two copies of Change Order #1 and #2, modifying the agreement with Northland Constructors of Duluth Inc, in which the District entered into agreement with at the April 2019 School Board Meeting to reconstruct the track at PSS.

As described in my May 28th email, I am presenting two change orders for signature. CO #1 results in no cost, and is related to concrete thickness at the front walk in front of the bleachers. CO #2 is related to 140 LF of unforeseen and incorrectly installed and shimmed trench drain and curb that needs to be replaced at the added cost of \$30,100.00.

This will result in a contract change from \$868,600.00 to a new contract sum of \$898,700.00.

Recommendation:

I am recommending that Ms. Rosie Loeffler-Kemp, School Board Chair, approve Change Order #1 and #2, on behalf of the School Board with Northland Constructors of Duluth Inc, as authorized by the regular School Board Meeting on June 18, 2019.

The new contract sum for the work defined in the agreement is \$898,700.00.

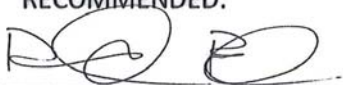

Attachments:

Date of Issuance: 5/28/19 Effective Date: 5/29/18
 Owner: Duluth Public Schools – ISD 709 Owner's Contract No.:
 Contractor: Northland Constructors of Duluth, Inc. Contractor's Project No.:
 Engineer: Northland Consulting Engineers, LLP - David Bolf, P.E. Engineer's Project No.: 18-525
 Project: Public School Stadium Track Reconstruction Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: This change order adjusts the contract to reflect additional concrete in front of the bleacher system. The in-place slab is 7" thick and was planned to be replaced by 4" thick concrete and 3" class 5 aggregate. The slab will now be replaced with 7" thick concrete.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 868,600.00</u>	Original Contract Times: Substantial Completion: <u>August 17, 2019</u> Ready for Final Payment: _____ days or dates
Net amount of previously approved Change Orders: <u>\$0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>No change</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order: <u>\$ 868,600.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 17, 2019</u> Ready for Final Payment: _____ days or dates
Increase of this Change Order: <u>\$ 0.00</u>	Decrease of this Change Order: Substantial Completion: <u>No Change</u> Ready for Final Payment: _____ days or dates
Current Contract Price incorporating this Change Order: <u>\$ 868,600.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 17, 2019</u> Ready for Final Payment: _____ days or dates

<p>RECOMMENDED:</p> <p>By: <u></u> Project Engineer</p> <p>Name: <u>David Bolf, P.E.</u></p> <p>Date: <u>6/3/19</u></p>	<p>ACCEPTED:</p> <p>By: _____ School Board Chair</p> <p>Name: <u>Rosie Loeffler-Kemp, Board Chair</u></p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: <u></u> Contractor (Authorized Signature)</p> <p>Name: <u>Alec Rude, Northland Constructors</u></p> <p>Date: <u>6/3/19</u></p>
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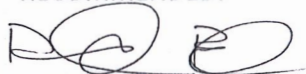

Date of Issuance: 5/28/19 Effective Date: 5/29/18
 Owner: Duluth Public Schools – ISD 709 Owner's Contract No.:
 Contractor: Northland Constructors of Duluth, Inc. Contractor's Project No.:
 Engineer: Northland Consulting Engineers, LLP - David Bolf, P.E. Engineer's Project No.: 18-525
 Project: Public School Stadium Track Reconstruction Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: This change order adjusts the contract to reflect additional work associated with the trench drain and concrete curb at the south end of the track. A portion of the track sunk and is not at the correct elevation. The scope of this change order is to remove 140 LF of curb & trench drains, then replace with a new curb and trench drain system.

Attachments: See attached invoice and documentation from Northland Constructors showing the contract price and time adjustments.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 868,600.00</u>	Original Contract Times: Substantial Completion: <u>August 17, 2019</u> Ready for Final Payment: _____ days or dates
Net amount of previously approved Change Orders: <u>\$0.00</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>No change</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order: <u>\$ 868,600.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 17, 2019</u> Ready for Final Payment: _____ days or dates
Increase of this Change Order: <u>\$ 30,100.00</u>	Increase of this Change Order: Substantial Completion: <u>15 days</u> Ready for Final Payment: _____ days or dates
Current Contract Price incorporating this Change Order: <u>\$ 898,700.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 7, 2019</u> Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: _____	By: <u></u>
Project Engineer	School Board Chair	Contractor (Authorized Signature)
Name: <u>David Bolf, P.E.</u>	Name: <u>Rosie Loeffler-Kemp, Board Chair</u>	Name: <u>Alec Rude, Northland Constructors</u>
Date: <u>6/3/19</u>	Date: _____	Date: <u>6/3/19</u>



May 28, 2019

Invoice # 4892-01

Attn: David Spooner
ISD #709
215 N 1st Ave E
Duluth, MN 55802

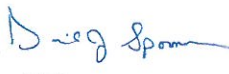
RE: Trench Drain Repair for Denfeld Track

DATE	DESCRIPTION	QUANTITY	UNIT	UNIT RATE	TOTAL
28-May-19	Forming (Labor & Materials)	140	LF	\$ 30.00	\$ 4,200.00
28-May-19	Hand Pouring	140	LF	\$ 58.00	\$ 8,120.00
28-May-19	Trench Removal, Disposal, and Minor Soil Correction	140	LF	\$ 38.00	\$ 5,320.00
28-May-19	Precast Trench, Edging, Expedited Shipping, and Ready Mix	140	LF	\$ 48.00	\$ 6,720.00
28-May-19	Supervision & Mobilization	140	LF	\$ 22.00	\$ 3,080.00
28-May-19	Overhead & Profit	140	LF	\$ 19.00	\$ 2,660.00
	Total Unit Price	140	LF	\$ 215.00	<u>\$ 30,100.00</u>

TOTAL AMOUNT DUE THIS INVOICE:	\$	30,100.00
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Memorandum

To: Ms. Rosie Loeffler-Kemp / School Board Chair
Ms. Cathy Erickson / CFO Executive Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: June 3, 2019

Re: Deduct Change Order #1 - Kraus-Anderson Construction Company Sourcewell Project Procurement/Gordian ezIQC for Denfeld High School Stairwell Ceiling Repair Project.
School Board Approved LTFM FY-20 Project

Attached are two copies of Change Order #1, modifying the Sourcewell agreement with Kraus-Anderson Construction Company in which the District entered into agreement with at the April 2019 School Board Meeting.

Initially the District entered into agreement for a contract sum of \$534,794.00 for the defined stairwell work at Denfeld. Further review and clarification of workscope since that date has resulted in this attached change order #1, which deducts \$1726.73, for a new contract sum of \$533,067.27.

These construction services are procured through Gordian ezIQC, Sourcewell contract MN021R-042517-KRU.

The new contract sum for this work after CO #1, as defined in the attached Sourcewell Gordian ezIQC agreement is **\$533,067.27**.

Recommendation:

I am recommending that Ms. Rosie Loeffler-Kemp, School Board Chair, approve Change Order #1, on behalf of the School Board with Kraus-Anderson Construction Company, as authorized by the regular School Board Meeting on June 18, 2019.

The new contract sum for the work defined in the Sourcewell agreement is **\$533,067.27**.

Attachments:

Facilities Office Address | 730 East Central Entrance | Duluth, MN 55811 | F: 218.336.8909
Facilities Mailing Address | 215 North First Avenue East | Duluth, MN 55802
Facilities Management | Maintenance - P: 218.336.8907 | Operations - P: 218.336.8905



Sourcewell
Indefinite Quantity Construction Agreement

Change Order Number 01

This Change Order is entered into and effective this 22nd day of May, 2019, by and between the following parties:

Duluth Public Schools, ISD 709
730 East Central Entrance
Duluth, MN 55811

(hereinafter called "Owner"), and

Kraus-Anderson® Construction Company
3716 Oneota Street
Duluth, MN 55807

(hereinafter called "Contractor").

WITNESSETH THAT WHEREAS:

- A. The Contractor entered into an Indefinite Quantity Construction Agreement with Sourcewell (formerly NJPA), dated December 14, 2018 (the "Sourcewell Agreement").
- B. Owner is a Sourcewell Member that requested a Proposal Package from Contractor pursuant to the Sourcewell Agreement.
- C. Owner and Contractor amended the Sourcewell Agreement pursuant to a Purchase Order dated **April 11, 2019** (hereinafter "Purchase Order") for the following project: **ISD 709 – Denfeld High School – Plaster Repair**, 401 N 44th Ave West, Duluth, MN 55807 (the "Project"). Kraus-Anderson project number 1922010.
- D. Except as expressly modified by this Change Order, all terms and conditions of the Purchase Order and Sourcewell Agreement shall continue unchanged and in full force and effect. Capitalized words and phrases herein shall have the same meanings as are ascribed to such words in the Purchase or Sourcewell Agreement, except to the extent otherwise defined in this Change Order.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby amend the Purchase Order and the Sourcewell Agreement and agree as follows.

1. Change Description: This change order is an amendment to the executed Sourcewell Purchase Order referenced in item C of this document. This changes the Not to Exceed Contract to a Fixed Lump Sum for the value listed in item 6 below.
2. The original Contract Sum was:..... \$ 534,794.00
3. The net change by previously authorized Change Orders: \$ 0.00
4. The Contract Sum prior to this Change Order was: \$ 534,794.00
5. The Contract Sum will be decreased by this Change Order in the amount of:
..... \$ 1,726.73
6. The new Contract Sum including this Change Order will be:..... \$ 533,067.27
7. The Contract Time will be increased by zero (0) days. The new date of Substantial Completion shall be August 30, 2019.
8. The attached Exhibits are part of this Change Order as if each were physically incorporated therein:
 - a. Exhibit 1: Gordian approved Sourcewell ezIQC Work Order Number 067249.00, dated May 22, 2019.

The parties hereto have executed this Change Order as of the date first set forth above.

**Duluth Public Schools, ISD 709
(Owner)**

**Kraus-Anderson® Construction Company
(Contractor)**

By: _____

By: Craig W Francois

Name: _____

Name: Craig W Francois

Title: _____

Title: VP

Date: _____

Date: 5/29/19



Work Order Signature Document

Sourcewell EZIQC Contract No.: MN-IRA-GC02-120518-KRU

New Work Order Modify an Existing Work Order

Work Order Number: 067249.00 Work Order Date: 05/22/2019
Owner PO No:
Work Order Title: Duluth Public Schools Denfeld High School Plaster Repair
Owner Name: Duluth Public Schools Contractor Name: Kraus-Anderson Construction Company
Contact: David Spooner Contact: Dustin Wick
Phone: 218-336-8700 Phone: 218-722-3775

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No MN-IRA-GC02-120518-KRU.

Brief Work Order Description:

Plaster repair of stairwells throughout Denfeld High School.

Time of Performance See Schedule Section of the Detailed Scope of Work

Duration

Liquidated Damages Will apply: [] Will not apply: [X]

Work Order Firm Fixed Price: \$533,067.27

Owner Purchase Order Number:

Approvals

Owner Date Contractor Date
[Signature] 5/29/19

Detailed Scope of Work

To: Dustin Wick
Kraus-Anderson Duluth
No Data Input
No Data Input,
218-722-3775

From: David Spooner
Duluth Public Schools
215 N. 1st Ave E
Duluth, MN 55802
218-336-8700

Date Printed: May 22, 2019

Work Order Number: 067249.00

Owner PO No:

Work Order Title: Duluth Public Schools Denfeld High School Plaster Repair

Brief Scope: Plaster repair of stairwells throughout Denfeld High School.

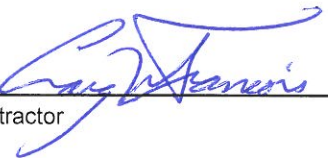
Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Plaster repair of (7) seven stairwells at Denfeld High School, Duluth Public Schools - ISD 709, per the drawings and Addendum No. 01 dated February 28, 2019. Only base bid was accepted by Owner. No alternates were accepted. See Exhibit 2 Assumptions and Clarifications dated April 11, 2019.



Contractor

5/29/19

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: May 22, 2019

Re: IQC Master Contract #: MN-IRA-GC02-120518-KRU
Work Order #: 067249.00
Owner PO #:
Title: Duluth Public Schools Denfeld High School Plaster Repair
Contractor: Kraus-Anderson Construction Company
Proposal Value: \$533,067.27

	\$6,634.37
WS 9A	
GCs	\$23,061.30
WS 1A	\$207,207.17
WS 26A	\$2,608.93
WS 9A	\$236,916.12
WS 9K	\$56,639.38
Proposal Total	\$533,067.27

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: May 22, 2019

Re: IQC Master Contract #: MN-IRA-GC02-120518-KRU
 Work Order #: 067249.00
 Owner PO #:
 Title: Duluth Public Schools Denfeld High School Plaster Repair
 Contractor: Kraus-Anderson Construction Company
 Proposal Value: \$533,067.27

Sect.	Item	Modifier	UOM	Description	Line Total
1	09 29 00 00 0074		LF	Corner Bead, Galvanized Steel For Gypsum Board	\$6,634.37
			Installation	Quantity Unit Price Factor = Total	
				2,296.00 x 2.08 x 1.3892 = 6,634.37	

Subtotal for WS 9A \$6,634.37

Sect.	Item	Modifier	UOM	Description	Line Total
2	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$3,528.80
			Installation	Quantity Unit Price Factor = Total	
				3,208.00 x 1.00 x 1.1000 = 3,528.80	
			P&P bond		

3	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$7,606.50
			Installation	Quantity Unit Price Factor = Total	
				6,915.00 x 1.00 x 1.1000 = 7,606.50	
			Permit		

4	01 56 16 00 0003		SF	6 Mil, Plastic Sheeting, Applied To Walls	\$2,030.45
			Installation	Quantity Unit Price Factor = Total	
				5,040.00 x 0.29 x 1.3892 = 2,030.45	
			Limit dust distribution throughout school		

5	01 56 16 00 0076		SF	Masonite For Temporary Floor Protection	\$9,895.55
			Installation	Quantity Unit Price Factor = Total	
				6,720.00 x 1.06 x 1.3892 = 9,895.55	
			More than standard due to stairways, plaster/painting, and active students in school		

Subtotal for GCs \$23,061.30

Contractor's Price Proposal - Detail Continues..

Work Order Number: 067249.00
 Work Order Title: Duluth Public Schools Denfeld High School Plaster Repair

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
WS 1A						
6	01 54 23 00 0005		CCF	Scaffolding With Bracing Accessories - Area Based On 3' Wide Sections (CCF / Month)	\$46,256.19	
			Installation	Quantity 1,100.00 x Unit Price 30.27 x Factor 1.3892 = Total 46,256.19		
7	01 54 23 00 0020		CCF	Up To 20' Height Heavy Duty Masonry Scaffolding Initial Erection And Final Dismantling, Per CCF Of Scaffolding And Accessories.	\$157,391.85	
			Installation	Quantity 2,525.00 x Unit Price 44.87 x Factor 1.3892 = Total 157,391.85		
				Scaffolding will erected and tore down in 7 different stairwell configurations. reason behind greater quantity.		
8	01 56 16 00 0018		SF	6 Mil, Reinforced, Plastic Sheeting, Applied To Scaffolding	\$3,559.13	
			Installation	Quantity 6,100.00 x Unit Price 0.42 x Factor 1.3892 = Total 3,559.13		
Subtotal for WS 1A					\$207,207.17	

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
WS 26A						
9	26 05 19 16 0014		MLF	#12 AWG Cable - Type THHN-THWN, 600 Volt Copper, Single Solid, Placed In Conduit	\$840.76	
			Installation	Quantity 1.20 x Unit Price 504.34 x Factor 1.3892 = Total 840.75		
10	26 05 33 23 0059		LF	#500, 3/4" x 17/32" One Piece Surface Metal Raceway	\$172.82	
			Installation	Quantity 40.00 x Unit Price 3.11 x Factor 1.3892 = Total 172.82		
11	26 05 33 23 0059 0310		MOD	For Concrete Or Masonry Surface, Add	\$5.56	
			Installation	Quantity 40.00 x Unit Price 0.10 x Factor 1.3892 = Total 5.56		
12	26 51 13 00 0028		EA	Removal And Reinstallation Of Surface Mounted Or Pendant Light Fixture	\$1,589.79	
			Installation	Quantity 13.00 x Unit Price 88.03 x Factor 1.3892 = Total 1,589.79		
Subtotal for WS 26A					\$2,608.93	

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
WS 9A						
13	01 74 19 00 0014		EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$1,746.22	
			Installation	Quantity 3.00 x Unit Price 419.00 x Factor 1.3892 = Total 1,746.22		
				Plaster debris		
14	06 16 33 00 0013		SF	5/8" Interior BC Plywood Wall SheathingApplied to wall studs.	\$17,017.70	
		X	Installation	Quantity 12,250.00 x Unit Price 1.00 x Factor 1.3892 = Total 17,017.70		
				Excluded material		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 067249.00
 Work Order Title: Duluth Public Schools Denfeld High School Plaster Repair

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
WS 9A					
15	06 16 33 00 0013	0008	MOD	For Ceiling Installation, Add	\$1,701.77
				Installation	
				Quantity	12,250.00
				Unit Price	0.10
				Factor	1.3892
				Total	1,701.77
16	07 92 13 00 0037		CLF	3/8" x 5/8" Joint, Polyurethane Sealant And Caulking	\$29,490.27
				Installation	
				Quantity	68.00
				Unit Price	312.18
				Factor	1.3892
				Total	29,490.27
17	09 22 13 00 0010		SF	1-1/2", 25 Gauge, 16" On Center, Installed On Ceilings, Hat Furring Channel	\$70,793.63
				Installation	
				Quantity	12,250.00
				Unit Price	4.16
				Factor	1.3892
				Total	70,793.63
18	09 22 13 00 0010	0427	MOD	For Ceilings >10' High, Add	\$6,977.26
				Installation	
				Quantity	12,250.00
				Unit Price	0.41
				Factor	1.3892
				Total	6,977.26
19	09 22 13 00 0010	0429	MOD	For 12" On Center, Add	\$11,742.21
				Installation	
				Quantity	12,250.00
				Unit Price	0.69
				Factor	1.3892
				Total	11,742.21
20	09 22 13 00 0010	0431	MOD	For 20 Gauge, Add	\$22,803.72
				Installation	
				Quantity	12,250.00
				Unit Price	1.34
				Factor	1.3892
				Total	22,803.72
21	09 22 36 23 0018		SF	3.4 LB/SY, Installed On Solid Surface, Self Furring, Flat Diamond, Expanded Metal Lath	\$4,934.16
				Installation	
				Quantity	1,505.00
				Unit Price	1.90
				Factor	1.3892
				Total	3,972.42
				Demolition	
				Quantity	1,505.00
				Unit Price	0.46
				Factor	1.3892
				Total	961.74
				Random plaster patching	
22	09 22 36 23 0018	0015	MOD	For Walls >10' High, Add	\$271.80
				Installation	
				Quantity	1,505.00
				Unit Price	0.13
				Factor	1.3892
				Total	271.80
23	09 22 36 23 0018	0019	MOD	For Up To 100, Add	\$1,066.28
				Installation	
				Quantity	1,505.00
				Unit Price	0.51
				Factor	1.3892
				Total	1,066.28
24	09 23 13 00 0022		SF	Sand Aggregate Three Coats Gypsum Plaster On Walls	\$14,823.39
				Installation	
				Quantity	1,505.00
				Unit Price	4.71
				Factor	1.3892
				Total	9,847.41
				Demolition	
				Quantity	1,505.00
				Unit Price	2.38
				Factor	1.3892
				Total	4,975.98
				Random plaster patching	
25	09 23 13 00 0022	0024	MOD	For Walls >10' High, Add	\$815.39
				Installation	
				Quantity	1,505.00
				Unit Price	0.39
				Factor	1.3892
				Total	815.39
26	09 23 13 00 0022	0036	MOD	For Up To 100, Add	\$4,097.86
				Installation	
				Quantity	1,505.00
				Unit Price	1.96
				Factor	1.3892
				Total	4,097.86
27	09 29 00 00 0013		SF	5/8" Type X Fire Rated Gypsum Board	\$17,868.59
				Installation	
				Quantity	12,250.00
				Unit Price	1.05
				Factor	1.3892
				Total	17,868.58

Contractor's Price Proposal - Detail Continues..

Work Order Number: 067249.00
Work Order Title: Duluth Public Schools Denfeld High School Plaster Repair

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
WS 9A						
28	09 29 00 00 0013	0051	MOD	For Horizontal Installation >10' High, Add	\$6,466.73	
			Installation	Quantity 12,250.00 x Unit Price 0.38 x Factor 1.3892 = Total 6,466.73		
29	09 29 00 00 0060		SF	>10' High, Ceilings, Tape, Spackle And Finish Gypsum BoardUse this task for the entire wall area when the wall is >10' high.	\$13,103.63	
			Installation	Quantity 12,250.00 x Unit Price 0.77 x Factor 1.3892 = Total 13,103.63		
30	09 29 00 00 0066		LF	>10' High, Horizontal Corners, Tape, Spackle And Finish Gypsum BoardUse this task for the entire wall area when the wall is >10' high.	\$3,891.32	
			Installation	Quantity 2,296.00 x Unit Price 1.22 x Factor 1.3892 = Total 3,891.32		
				Special edge per detail 5/A.2		
31	09 29 00 00 0073		LF	Casing, Galvanized Steel J-Bead For Gypsum Board	\$7,304.19	
			Installation	Quantity 2,296.00 x Unit Price 2.29 x Factor 1.3892 = Total 7,304.19		
Subtotal for WS 9A					\$236,916.12	

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
WS 9K						
32	06 11 16 00 0086		LF	2" x 2" Wood Suspended Ceiling Framing	\$10,589.48	
			Installation	Quantity 4,592.00 x Unit Price 1.66 x Factor 1.3892 = Total 10,589.48		
				Furring strip between new rock and existing plywood/concrete		
33	09 91 23 00 0064		SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work	\$32,735.08	
			Installation	Quantity 23,802.00 x Unit Price 0.99 x Factor 1.3892 = Total 32,735.08		
34	09 91 23 00 0153		SF	Paint Interior Drywall/Plaster Ceiling, 2 Coats Paint, Brush/Roller Work	\$13,314.82	
			Installation	Quantity 9,042.00 x Unit Price 1.06 x Factor 1.3892 = Total 13,314.82		
Subtotal for WS 9K					\$56,639.38	

Proposal Total **\$533,067.27**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

RESOLUTION

Acceptance of Donations to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Area Learning Center	Narcotics Anonymous	\$60.00	ALC Students	April and May Donation for use of gym
Child Nutrition	Anonymous	\$2,209.00	Unpaid Piedmont lunch balances	Donor wishes to remain anonymous
Congdon	Congdon Park PTA	\$15,265.00	Cafeteria tables	
Denfeld	Gwendolyn Z. Rouleau	\$100.00	Softball	
Denfeld	Charles and Valerie Gunderson	\$100.00	Softball	
Denfeld	Wayne and Renee Gunderson	\$200.00	Mock Crash	
Denfeld	David and Laura Schauer	\$150.00	Softball	
Denfeld	Timothy and Alexis Myhre	\$50.00	Softball	
District	Duluth East Youth Football League	In Kind	Grant Field	12x12 storage shed to be placed at Grant Field
East	Orthopaedic Associates of Duluth, P.A.	\$500.00	Nordic Ski	
Homecroft	Your Cause from Wells Fargo	\$30.00	None	
Laura MacArthur	H & R Block	\$580.00	None	
Lester Park	PTA	\$1,000.00	Smart Room decals	Cover half of the cost
Lester Park	Foundation	\$500.00	Smart Room decals	Cover one quarter of the cost

Lester Park	Foundation	\$3,600.00	None	
Lincoln Park	Greg and Sheila Fox	In Kind	Band	Instrument donation
Lincoln Park	Teresa Zupanich	In Kind	None	Mind Storm Lego Robot
Lowell	St. Lawrence Church Attn: Steve Gilbert	In Kind	None	1000+ disposable paper bingo boards for PBIS Bingo Event
Ordean-East	Anne B Whitworth & David J Kirby	\$50.00	OEMS Swim Team	
Ordean-East	G A Marsman	\$50.00	6th grade Science speaker	
Ordean-East	Anonymous	\$55	Drama Club	Buckets used at the door to collect donations
Ordean-East	Anonymous	\$1,003.70	Orchestra	Buckets used at the door to collect donations
Ordean-East	Anonymous	\$256.00	Drama Club	Buckets at the door
Ordean-East	Carmen K. Arnold	\$200.00	Garden Club	
Ordean-East	Anonymous	\$164.00	Garden Club	Bucket at the door to the garden
Ordean-East	Ordean East PTA	\$1,081.44	Little Theater - computer	
Ordean-East	AMFA Educational Trust	\$2,000.00	Industrial Ed - Tools	
Ordean-East	Anonymous	\$967.16	Band	Buckets used to collect donations at the doors before Winter Concert
Ordean-East	Ordean East PTA	\$500.00	Orchestra	
Ordean-East	Anonymous	\$624.00	Orchestra supplies	Buckets used to collect donation at the doors before Winter Concert
Ordean-East	Anonymous	\$189.21	Orchestra supplies	Bucket used to collect donations at the doors before Fall Concert
Ordean-East	Anonymous	\$189.20	Choir supplies	Buckets were used to collect donation at the doors for Fall

				Concert
Ordean-East	Anonymous	\$1,403.62	Choir trips / supplies	Buckets were used for collecting donations at the door before Spring Concert
Ordean-East	Anonymous	\$1,777.32	Choir - trips expenses	Buckets were used to collect donations at the door before Winter Concert
Ordean-East	Lester Park PTA	\$100.00	Robotics Club	For supplies
Ordean-East	Gregory C / Jill M Hilliard	\$50.00	Robotics Club	
Ordean-East	Daniel / Elizabeth McLaughlin	\$60.00	Robotics Club	
Ordean-East	Christopher Wiberg, Patricia Serra-Wiberg	\$50.00	Robotics Club	
Ordean-East	MN Power Employees Credit Union	\$1,275.00	Robotics Club	
Ordean-East	Paul L Kovach	\$50.00	Robotics Club	
Ordean-East	Rachel Mason	\$50.00	Robotics Club	
Ordean-East	Autism Association	\$1,000.00	Cindy Rourke	Special Education supplies
Ordean-East	Autism Association	\$200.00	Stephanie Jaspersen-Aagenes	Special Education supplies
Special Services Department	Linda Kalweit	In Kind	None	1. Brother Laserwriter black and white printer 2. Xerox Bluetooth Printer for printing documents on the Titan Oto Acoustic Emission (OAE) device 3. Interacoustics PA5 handheld Audiometer
Stowe	Box Tops for Education	\$315.60	Teacher accounts	
Stowe	United Protestant Church	In Kind	None	Socks, gloves, hats, scarves

Stowe	Patrick and Lewy Smith	In Kind	Classroom use	School supplies
Stowe	Vintage Acres Residents	In Kind	None	Group of residents gave school supplies, kleenex, ziploc bags, glue, etc.
Stowe	Anonymous	In Kind	None	We received 48 pair of children's gloves through Amazon
Stowe	Box Tops for Education	\$163.70	Teacher accounts	

RESOLUTION
Authorized Bank Account Signer

RESOLVED, by the School Board of Independent School District No. 709,
St. Louis County, Minnesota, that it hereby authorizes the following:

<u>District Building</u>	<u>Banking Institution</u>	<u>Account Number</u>	<u>Addition of Authorized Signer</u>	<u>Removal of Authorized Signer</u>
East High School	Northshore Northshore DTCU	XXXXXXX9 XXXXXXX2 XXXXX6	Barbara Switzer	

RESOLUTION
Release and Pledge of Collateral

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby releases the \$500,000 par value FNMA note, CUSIP number XXXXXXEB7, pledged as collateral by Harbor Pointe Credit Union.

BE IT FURTHER RESOLVED, By the School Board, that it accepts the pledge collateral of a \$500,000 par value FNMA note maturing 2/26/2024, CUSIP number XXXXXXXA0 in exchange for the released collateral noted above.

RESOLUTION
Release and Pledge of Collateral

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby releases the \$250,000 par value FHLB note, CUSIP number XXXXXXN27, pledged as collateral by Harbor Pointe Credit Union.

BE IT FURTHER RESOLVED, By the School Board, that it accepts the pledge collateral of a \$250,000 par value FHLB note maturing 3/11/2022, CUSIP number XXXXXXW78 in exchange for the released collateral noted above.

RESOLUTION
Adoption of the Fiscal Year 2020 Budget

BE IT RESOLVED, by the School Board of School District No. 709, St. Louis County,
State of Minnesota, that the fiscal year 2020 budget as presented to the School Board, be adopted.

**Expenditure Contracts Signed
May 2019**

For your information, the Superintendent or the Executive Director of Business Services has signed the following expenditure contracts during the month of May 2019:

Name	Amount (not to exceed)	Contract Source (*how paid for)	Description
Saltwood Furniture	\$250.00	Career and Technical Education (DR)	Tool sharpening skills
Daniel Benoit	\$437.50	East (DU)	Plan and present workshop
Tina Nelson	\$140.00	East D(U)	Plan and present workshop
Inspec	\$4,100.00	Facilities (DR)	HOCHS Audit
Northland Consulting Engineers	\$1,750.00	Facilities (SAF)	Design services for 24x28 garage slab at PSS
Lifetouch	\$2,600.00	Homecroft (SAF)	Yearbook
Stephan Witherspoon	\$1,000.00	Office of Education Equity (DR)	Presentations on the topic of Juneteenth
Christina Trok	\$1,000.00	Office of Education Equity (DR)	Presentations on the topic of Juneteenth
Cooperative Strategies	\$75,000.00	Superintendent (DU)	K-12 Boundary Planning (proposal approved at April 2019 Board meeting)

*** This contract is paid via monies from:**

DR = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)

DU = Department Unrestricted (General Fund)

G = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)

SAF = Student Activity Funds (monies raised by students, gate fees, etc.)

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of April, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Clancy Ward, Saltwood Furniture Company, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 30, 2019 and shall remain in effect until May 1, 2019, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The contractor will teach a team of teachers from the Perkins Consortium tool sharpening skills that can be used in their classrooms.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$250. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Bradley Vieths, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip): Saltwood Furniture Company, 1400 W. Railroad St Duluth MN 55816

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

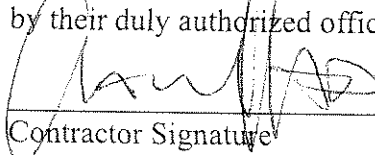
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.


AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.



Contractor Signature

SSN/Tax ID Number

11/04/19
Date

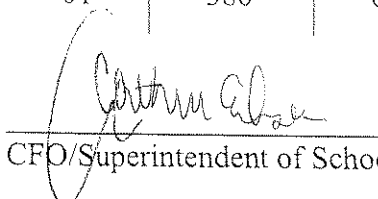


Program Director

2/17/19
Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval. This contract is funded by the following budget (include full 16 digit code):

01	380	005	428 475	000	130500
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CFO/Superintendent of Schools/Board Chair

5-20-19
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of April, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Daniel Benoit, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 5th, 2019 and shall remain in effect until April 6th, 2019, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Plan for and present a workshop on technical presentation software and projection equipment (both generally and specifically) to be used in various school applications.*

3. **Background Check.** *No students were involved*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$437.50 (through Teacher Development Program). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:Greg Jones, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (1901 E. Superior St, Duluth, MN 55812)

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to “data on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

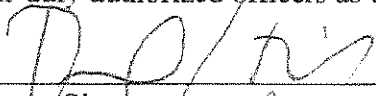
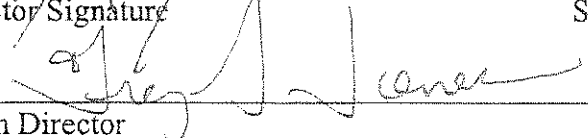
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers’ Compensation Insurance: Contractor must provide Worker’s Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer’s Liability.


Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

 _____ Contractor Signature	_____ SSN/Tax ID Number	<u>5/7/19</u> Date
 _____ Program Director		<u>5/7/19</u> Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval. This contract is funded by the following budget (include full 16 digit code):

01	640	012	000	153	130500
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 _____ CFO/Superintendent of Schools/Board Chair	<u>5.8.19</u> Date
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AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of April, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Tina Nelson, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 23rd, 2019 and shall remain in effect until April 23rd, 2019, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Plan for an present a workshop on technical presentation software and projection equipment (both generally and specifically) to be used in various school applications.*

3. **Background Check.** *No students were involved*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$140.00 (through Teacher Development Program). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Greg Jones, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (14 N. 11th Street, Cloquet, MN 55720)

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.


Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

 Contractor Signature	SSN/Tax ID Number	4/23/19 Date
 Program Director		4/23/19 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval. This contract is funded by the following budget (include full 16 digit code):

01	640	012	000	153	130500
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 CFO/Superintendent of Schools/Board Chair	5-8-19 Date
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Smart engineering of
roofs, walls, windows,
pavements
and waterproofing

May 30, 2019

Mr. David Spooner, CPE
Manager of Facilities
Duluth Public Schools
215 North First Avenue East
Duluth, MN 55811

RE: Proposal for Update and Presentation of
Historic Old Central High School Rehabilitation

Dear Mr. Spooner:

We are grateful to have been given the opportunity to submit this proposal on the above-referenced services. This proposal is based upon recent conversations and emails regarding the school board presentation of the above project.

A. DEFINITIONS

1. Inspec: INSPEC, INC., Engineers/Architects
2. Client: Duluth Public Schools
3. HOCHS: Historic Old Central High School

B. PROJECT INFORMATION

1. Context

Rehabilitation of HOCHS is being considered by the school board. A presentation combining the rehabilitation of all building aspects is required for the school board consideration. For the exterior building enclosure, Inspec provided two assessment reports: first report was of the above grade exterior walls dated May 22, 2015; and the second report was of the roofs, windows, and entrance stairs dated September 30, 2016. Other consultants provided assessments of the other building aspects, interiors and systems.

2. Client's Known Needs

The Client requested Inspec's work on the presentation, including preparing slides, coordinating with the other consultants, and updating the costs from the earlier reports.

5801 Duluth Street
Minneapolis, MN 55422
Ph. 763-546-3434
Fax 763-546-8669

Chicago

Milwaukee

Minneapolis

Rochester

www.inspec.com

C. BASIC SERVICES

The following Basic Services pertain only to the Construction Scope described earlier.

1. Attend a coordination meeting with the Client and the other consultants on May 31, 2019 at the Client's office.
2. Create slides from previous assessment reports.
3. Coordinate slides with other consultants.
4. Develop an updated cost for the exterior building enclosure: above grade walls, roofs, windows, and entrances.
5. Present at the school board meeting scheduled for 4:30 pm on June 11, 2019.

D. COMPENSATION – BASIC SERVICES

We propose to provide the above services for a fee Not-to-Exceed \$4,100.00; including reimbursables.

E. REIMBURSABLES

Reimbursables include mileage, hotel, and per diem as needed.

F. COMPENSATION – REIMBURSABLES

Reimbursables will be invoiced at the current rate shown on the attached fee schedule.

G. ADDITIONAL SERVICES

1. Based on our current knowledge of the existing conditions, we have, to the best of our ability, matched our Basic Services to the needs of your project. However, should the need arise for us to expand our services in response to conditions or events outside our control, we would, under your direction, submit a separate proposal covering such Additional Services. Additional Services are not included under Basic Services nor are they covered by the compensation thereof.
2. Additional Services may include, but are not necessarily limited to, the following:
 - a. Additional meetings than those noted above.
 - b. Refiguring construction costs into phased or future construction packages.
 - c. Providing updated photos of conditions or walkover of the current conditions.
 - d. Design, construction administration, and/or construction observation services of any project as a result of the previous assessments and presentation.

H. COMPENSATION – ADDITIONAL SERVICES

1. Compensation for Additional Services shall be established by separate Additional Services proposal(s) unless indicated otherwise herein.
2. Compensation for Additional Services provided directly by Inspec shall be based on Inspec's rate schedule that is current at the time that the Additional Services are provided.
3. Compensation for Additional Services that are provided by others but retained by Inspec shall be based on the amount billed to Inspec times a factor of 1.10.

I. CLIENT'S RESPONSIBILITIES

Provide this proposal, signed; or a purchase order for these services.

J. PAYMENT PROVISIONS

1. Progress payment invoices for Inspec services shall generally be submitted monthly and are payable upon receipt. Invoices shall be considered past due if not paid within thirty (30) days of invoice date.
2. Payment of invoices for Inspec services shall not be contingent on payments received by the client from other parties.

K. SUSPENSION OR TERMINATION OF SERVICES

This Agreement may be terminated by either party in the event of substantial failure to perform in accordance with the terms of this Agreement through no fault of the terminating party, but only after written notice of the specific nature of the failure to perform has been submitted and after seven days opportunity to cure such failure. If this Agreement is terminated, Inspec shall be paid for services performed to the termination notice date including reimbursable expenses due.

L. RISK ALLOCATION / DISPUTE RESOLUTION

1. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, shall be referred for mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or litigation.
2. The Client agrees to compensate Inspec for reasonable expenses incurred if Inspec is required to respond to legal processes which are related to Inspec's services, but that arise out of a lawsuit or proceeding to which Inspec is not a party.
3. If the Client brings a lawsuit against Inspec that is dismissed or to which a verdict is rendered for Inspec, the Client will reimburse Inspec for costs of defense, including but not limited to reasonable attorney's fees.

4. In recognition of the relative risks and benefits of the project to both the Owner and to Inspec, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit Inspec's total liability to the Owner for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Inspec to the Owner shall not exceed \$20,000 or the total amount actually paid by Owner to Inspec under this proposal, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

M. REMARKS

This Agreement represents the entire and integrated agreement between Client and Inspec and supersedes all prior negotiation, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Inspec and Client. Nothing herein shall be construed to give any rights or benefits to anyone other than Client and Inspec.

This Agreement entered into as of the day and year first above written.

For Client

Catherine Erickson

Signature

Catherine Erickson

Printed Name

CFO

Printed Title

Duluth Public Schools

For Inspec

Pamela Jergenson "NM"

Signature

Pamela Jergenson, CCS, CCCA, BECP, CxA+BE

Printed Name

Senior Building Enclosure Consultant

Printed Title

INSPEC, INC.

PJ/nmm

Enclosures: Fee Schedule 2018-2019

05-865-012-382-000-130500



CHICAGO
MILWAUKEE
MINNEAPOLIS

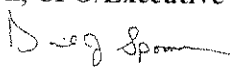
FEE SCHEDULE

Valid November 1, 2018 – October 31, 2019

1 PERSONNEL SERVICES		Regular Time Per Hour	Overtime Per Hour
01	Principal	\$190.00	
02	Professional Engineer/Registered Architect	\$170.00	
03	Registered Roof or Waterproofing Consultant, Supervisor	\$160.00	
04	Senior Consultant	\$150.00	\$175.00
05	Consultant	\$125.00	\$157.50
06	Registered Roof Observer, Senior Construction Observer	\$130.00	\$165.00
07	Specification Writer/Construction Support Specialist	\$100.00	
08	Construction Observer	\$100.00	\$130.00
09	CAD/REVIT Operator	\$95.00	
10	Technical Staff	\$80.00	
2 EXPENSES			
01	Automobile Mileage, per mile..... \$0.72	05	Infrared Camera, per hour.....\$220.00
02	Meals, per day..... \$40.00	06	Add'l Professional or Contractor Services Invoice x 1.10
03	Lodging, per day..... \$80.00	07	Window Testing Equipment, per day.....\$250.00
04	Airfare, Car Rental, Parking, other job-related costs		Actual cost x 1.10
3 FIELD SAMPLING			
01	Personnel Services as in #1 above		
02	Built-up Roof Sample Analysis for Material Quantities and Workmanship, per sample		\$280.00
03	Single-ply Thickness Determination, per sample		\$75.00
04	Fastener Withdrawal Test, each		\$100.00
4 LABORATORY TESTING			
01	Built-up Roof Systems		
	A. Roof Samples		
	1. Without flood coat or gravel, Jennings Method		\$280.00
	2. Without flood coat or gravel, ASTM D 3617 (12" x 12")		\$280.00
	3. Surfacing inclusive, Jennings Method.....		\$320.00
	4. Surfacing inclusive, ASTM D 2829, ASTM D 3617.....		\$320.00
	B. Analysis of Bitumen		
	1. Softening Point, ASTM D 36.....		\$250.00
	2. Penetration, ASTM D 5		\$115.00
	3. Flash Point, ASTM D 92		\$125.00
	C. Moisture Tests		
	1. Felt only, ASTM D95.....		\$100.00
	2. Built-up Roof Membrane, ASTM D 95		\$160.00
	3. Thermal Roof Insulation, oven dry method		\$160.00
	D. Mineral Aggregate, ASTM D 1863, Sieve Analysis, ASTM C 136		\$160.00
02	Single-ply Systems		
	A. Membrane Thickness		\$85.00
	B. Insulation Density.....		\$85.00
	C. Ballast-mineral Aggregate, Sieve Analysis, ASTM C 136.....		\$80.00
03	Pavement Systems		
	A. Coarse and Fine Aggregate Sieve Analysis, ASTM C 136		\$80.00
	B. Coarse and Fine Aggregate Wash Sieve, ASTM C 117		\$80.00

5801 Duluth Street, Minneapolis, MN 55422 • Ph. 763-546-3434 • Fax 763-546-8669
 126 North Jefferson, Suite 120, Milwaukee, WI 53202 • Ph. 414-744-6962 • Fax 414-744-6981
 8618 West Catalpa, Sultes 1109 – 1110, Chicago, IL 60656 • Ph. 773-444-0206 • Fax 773-444-0221

Memorandum

To: Cathy Erickson, CFO/Executive Director of Business Services
From: Dave Spooner 
Date: April 25, 2019
Re: PSS Concrete Slab for Storage Garage

Attached please find two copies of the Agreement between Independent School District #709 and Northland Consulting Engineers LLP to provide design services for the PSS Track storage garage slab. The total cost of this work is lump sum \$1750.00. This cost is being funded from Denfelds athletic funds, and once completed a garage structure will be at some point constructed on this slab. This work is necessary to meet current construction code requirements.

Recommendation:

I am recommended that the Cathy Erickson, CFO/Executive Director of Business Services enter into an agreement with Northland Consulting Engineers LLP to perform the work scope as defined in the attached Agreement for a lump sum amount of \$1750.00.

Enclosures

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of April 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Northland Consulting Engineers LLP, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 25, 2019, and remain in effect until September 30, 2019 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as referenced in Job Proposal 19-0423 for design services for a 24 x 28 garage slab at PSS for a lump sum amount of \$1750.00.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's response;
 3. Contractor's Insurance Policy;
 4. Any other documents identified by District.
3. **Background Check.** N/A
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations in the total amount of \$1750.00 based on Job Proposal 19-0423.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of receiving all reports, if required, and submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause

shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

7. **Ownership of Materials.** The District reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of David J. Spooner, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Northland Consulting Engineers LLP, 102 S 21st Ave W #1 Duluth MN 55806.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the

legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

16. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

17. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

18. **Insurance.** Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

19. **Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

20. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$1,500,000.

21. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

22. **Representatives of the District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

District Employee
Cathy Erickson

Position
CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

District Employee

David Spooner

Position

Manager of Facilities

23. **Protection of the District.** To the extent that work by the Contractor or others on behalf of the District is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise the District if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

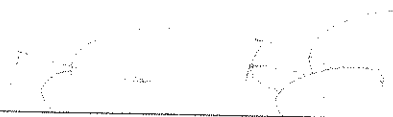
In all respects, the Contractor shall represent the interests of the District and act to protect those interests and endeavor to guard the District against defects, deficiencies and omissions in the performance of the work.

24. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between the district and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

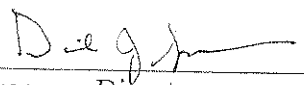
At the option of the District, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of the District.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for the District courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

 David Spooner On File 4/26/19

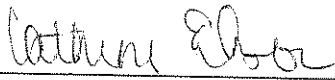
Northland Consulting Engineers LLP Tax ID No. Date



Program Director Date 4-26-19

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval. This contract is funded by the following budget:

01	810	215	000	000	130500



CFO/Executive Director of Business Services

4-29-19
Date

YEARBOOK SALES AGREEMENT		Contract Years:	2020 - 2022	Job #:	10437819													
Account Name: Homecroft Elementary School		LID #:		35710														
Address: 4784 Howard Gnesen Rd City: Duluth		State: MN		Zip: 55803														
Phone #: 218-336-8865 Enrollment: 391		Adviser Name: Tom Cawcutt																
School Year Open Date:		Adviser Email: thomas.cawcutt@isd709.org																
School Year Close Date:		Adviser Phone:																
Welcome Packet: Yes		Alt Address Name:																
Ship Yearbooks To: Account		Street Address:																
Send Invoice To: Account		City, State, Zip:																
School Purchase Order Number:		YEARBOOK DATES:																
YEARBOOK SPECIFICATION INFORMATION		COVER DEADLINE: 12-02-2019																
Size: 7		Final Quantity Deadline: 04-22-2020																
Number of Pages: 20		Expected Arrival Date: 05-22-2020																
Number of Copies: 201		Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.																
Base Price \$ 12.58		Set up Parent Notify: Yes <input type="checkbox"/> Date <input type="checkbox"/>																
COVER & BINDING TYPE		Activate YB Pay:																
Cover & Binding Type: Soft Cover - Saddlestitched (Size 7 only)		Sales Flyer Need by Date:																
COVER AND ENDSHEET UPGRADES		1st Back to School Sale:																
Design: Signature Design Free		2nd Yearbook Sale:																
Foil Imprinting: Foil School Name & Year (1 or 2 lines) Free		FRN's Need by Date:																
Foil Spine Imprinting:		PORTRAIT INFORMATION																
Personalization:		Photographed by Lifetouch: Yes <input type="checkbox"/>																
Foil Icon:		Associated Picture Days APO ID(s)																
Endsheets (Hardcovers Only):		SALES REPRESENTATIVE USE ONLY																
BOOK ENHANCEMENTS		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width: 20%;">Signing Info:</td> <td><input type="checkbox"/></td> <td>5FB</td> <td><input type="checkbox"/></td> <td>ODC</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>LV1</td> <td><input type="checkbox"/></td> <td>LV2</td> </tr> <tr> <td><input type="checkbox"/></td> <td>SIMPLE4</td> <td><input type="checkbox"/></td> <td>QTYB</td> </tr> </table>				Signing Info:	<input type="checkbox"/>	5FB	<input type="checkbox"/>	ODC	<input checked="" type="checkbox"/>	LV1	<input type="checkbox"/>	LV2	<input type="checkbox"/>	SIMPLE4	<input type="checkbox"/>	QTYB
Signing Info:	<input type="checkbox"/>	5FB	<input type="checkbox"/>	ODC														
	<input checked="" type="checkbox"/>	LV1	<input type="checkbox"/>	LV2														
	<input type="checkbox"/>	SIMPLE4	<input type="checkbox"/>	QTYB														
Paper: Gloss Paper 80# (Default) Free		YB Pay: Direct <input type="checkbox"/>																
Supplements:		Cut-Out Pages: No <input type="checkbox"/>																
Foldout/Gatefolds (Premium):		SPECIAL OFFERS/COMMENTS																
Additional charges may apply for premium cover, endsheet or book upgrades and applications. Changes to the estimated total will be documented for approval prior to finalization.		3 year agreement																
CONSUMER ENHANCEMENTS																		
Zoom Version:																		
Zoom:																		
Auto Inserts:																		
Signing Pen:																		
Yearbook Stickys:																		
Cover Keeper™ Dust Jackets:																		
Packaging Program (B):																		
SPECIAL QUOTE / PREMIUM APPLICATIONS																		
		Estimated Freight \$ 20.00																
		*Estimated Total:																
		Per Copy \$ 12.58																
		Deposit Rate NA																
* School Price excludes any applicable taxes. Lifetouch is required by State Law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization.																		
Lifetouch Representative Rep Code:		The School, by its authorized representative, designates Lifetouch National School Studios Inc. (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions on the reverse side and final approval by Lifetouch sales management.																
Sarah Wise MIG1																		
Lifetouch Representative Phone # / Email Address		Authorized School Representative (Print)		Title														
612-219-3303 sarah.wise@lifetouch.com		Catherine A. Erickson, CFO																
Lifetouch Representative (Signature)		Authorized School Representative (Signature)		Date														
Sarah Wise		Catherine Erickson		5-2-19 67														
OFFICE USE ONLY: (B)=Base, (M)=Mid, (P)=Premium																		

Terms of the Publication Agreement

THIS PUBLICATION AGREEMENT includes the Terms on the front and back of this form and cannot be changed except in writing, signed by the School and Lifetouch National School Studios, Inc. ("Lifetouch").

LIFETOUGH will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

INTERNET-BASED APPLICATION: Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

EMAIL COMMUNICATIONS: Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email address and advise Lifetouch promptly of any changes.

PHOTOGRAPHS AND GRAPHICS: Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

PROOFS: So that production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approved via the Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

DELIVERY: For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front of this Agreement as may be updated via the Web site. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School.

ADDITIONAL CHARGE ITEMS: The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice. If the School misses deadline dates and desires to maintain originally-scheduled ship date, the request will be considered based on available capacity. If capacity is available, the School agrees to pay the then current weekly fee.

END USER BOOK SALES: As a convenience to the School, Lifetouch may collect yearbook deposits/payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is solely responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

PAYMENT PLAN: The School is the purchaser of the books. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit of 75% at the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Lifetouch National School Studios Inc., Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment. If during the manufacturing process overruns are printed, Lifetouch may offer to sell extra yearbooks to the School.

PAYING BY CHECK: When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

THE SCHOOL grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

MISC: Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

LIFETOUGH reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

THE SCHOOL is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch and, to the extent permitted by applicable law, will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

CANCELLATION: This Agreement is not subjected to cancellation by either party during the term of this Agreement except by written consent of both the School and Lifetouch.

NEITHER PARTY is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

Remit Payment To:

Lifetouch National School Studios Inc.
Accounts Receivable
PO Box 46993
Eden Prairie, MN 55344-9728

Customer Care

Email: ybcustomer@lifetouch.com
Phone: 1.800.736.4761

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of May, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Christina Trok, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 13, 2019, and shall remain in effect until June 30, 2019, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The Contractor will provide services at elementary and middle schools during school class periods, and/or W.I.N. periods through a presentation in the following area: *A History of Juneteenth - Celebrating Our Identity.*

3. **Background Check.** *(applies to contractors working independent with students)*

*Not Applicable

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$100.00/presentation up to a sum not to exceed \$1,000.00 (one-thousand and no/100 dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement. In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: **William Howes**, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: **Christina Trok**

Address: 133 Summit Street #102 Duluth, MN 55803 Phone # (612) 799-8765

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to “data on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

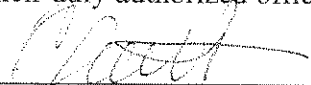
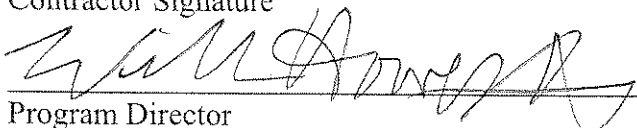
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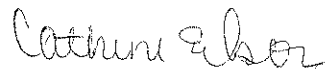
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

	SSN/Tax ID Number	5-6-19
Contractor Signature		Date
	SSN/Tax ID Number	5/6/19
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval. This contract is funded by the following budget (include full 16 digit code):

01	640	005	313	315	130500
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	5-8-19
CFO/Superintendent of Schools/Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of May, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Stephan Witherspoon, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert or attach as appropriate)*

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Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement. In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: **William Howes**, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: **Stephan Witherspoon**

Address: 1827 Logan Ave Superior, WI 54880 Phone # (218) 310-3987

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to “data on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.


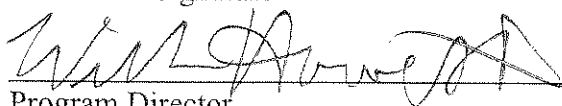
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers’ Compensation Insurance: Contractor must provide Worker’s Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer’s Liability.


Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

	SSN/Tax ID Number	5/6/19
Contractor Signature		Date
		5/6/19
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval. This contract is funded by the following budget (include full 16 digit code):

01	64E	005	313	315	130500
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	5-8-19
CFO/Superintendent of Schools/Board Chair	Date

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this 3 day of May, 2019 ("Effective Date"), by and between Duluth Public Schools at 215 N. 1st Avenue East, Rm 214, Duluth, MN 55802, hereinafter called "Client", and Cooperative Strategies, LLC at 3325 Hilliard Rome Road, Hilliard, OH 43026, hereinafter called "Consultant". The Client and the Consultant in consideration of the mutual promises and conditions herein contained agree as follows:

ARTICLE I.
SERVICES TO BE PERFORMED BY CONSULTANT

Section 1.1 Consulting Services, Statement of Work. Client hereby retains Consultant to perform the services ("Consulting Services") set forth in the statement of work (the "Statement of Work" or "SOW") as attached as Exhibit A to this Agreement. The Consulting Services and the Statement of Work are governed by this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the SOW, the terms of this Agreement shall control. This Agreement along with the SOW shall be referred to hereinafter as the "Agreement".

Section 1.2 No Agency. The relationship of Client and Consultant hereunder is that of independent contractors. In all matters relating to this Agreement, each of Client and Consultant shall be solely responsible and liable for the acts of its employees and agents, and the employees or agents of either party shall not be considered employees or agents of the other party. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party, nor shall Client or Consultant act or represent or hold itself out as having authority to act as an agent or partner of the other, or in any way to bind or commit the other to any obligations. Nothing in this Agreement is intended to create or constitute, nor does it create or constitute, an employment, joint venture, partnership, agency, trust or other relationship or association of any kind between the parties.

ARTICLE II.
OWNERSHIP; USE

Section 2.1 Consultant Materials. As between Client and Consultant, Consultant owns any and all, including all intellectual property rights therein, (collectively, "Consultant Materials"), which includes, but is not limited to the following: (a) computer software (including without limitation financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, techniques, ideas, concepts, trade secrets and know-how, proprietary models, processes and methods used by Consultant in the performance of the Consulting Services, and (b) reports, drawings, templates, specifications, computer files, field data, notes, other documents and instruments and other works of authorship and developments made, conceived, created, discovered, invented or reduced to practice in the performance of the Consulting Services or otherwise under this Agreement.

Section 2.2 Client's Rights and Obligations. Client acknowledges and agrees that the consideration paid by Client herein only entitles Client to a right to use the hard copy or electronically transmitted reports portion of the Consultant Materials generated pursuant to the Consulting Services (each a "Report"). Client shall not reuse (for any purpose other than the purpose for which the Report was intended) or make any modification to the Reports without the prior written authorization of the Consultant. As Consultant is performing the Consulting Services solely for the benefit of Client, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, employees and subcontractors against any damages, losses, liabilities and costs and expenses, including reasonable attorneys' fees and costs, arising from or allegedly arising from or in any way connected with the unauthorized use of the Consultant Materials or the unauthorized use, reuse or modification of the Reports by or through Client.

Section 2.3 Rights. Consultant reserves all rights in the Consultant Materials, including without limitation the Reports, not granted hereunder. Nothing in this Agreement shall prohibit Consultant from using the Consultant Materials for any purpose either during the term of this Agreement or thereafter. Without limiting the generality of the foregoing, Client acknowledges that Consultant may have used reports and analyses that Consultant authored for other clients as base works or templates for the Reports, and Client acknowledges and agrees that Consultant has the right to use the Reports as base works or templates for reports and analyses that Consultant authors for Consultant's other clients, provided, however that Consultant shall not use any Confidential Information (defined below) provided by Client in such future reports and analyses. Client further acknowledges and agrees that Consultant has spent and will spend substantial time and effort in collection and compiling data and information (including without limitation Client Data, as defined below) (the "Data Compilations") in connection with the Consulting Services and that such Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale or distribution to third parties; provided, however, that Consultant will not sell or distribute any of Client's Confidential Information that may be contained in such Data Compilations, unless such information is used only on an aggregated and anonymous basis.

ARTICLE III. COMPENSATION

Section 3.1 Fees. Client shall pay Consultant a professional fee computed according to the fee schedule attached as Exhibit B hereto (the "Fee Schedule") for the Consulting Services rendered hereunder. Consultant may adjust its rates in the event of an amendment of the Statement of Work, any other agreed-to expansion of the Consulting Services to be rendered hereunder or upon agreement of the parties.

Section 3.2 Reserved.

Section 3.3 Invoices. On or about the fifteenth (15) day following each month during which Consulting Services are rendered hereunder, or as soon as is reasonably practicable thereafter, Consultant shall deliver to Client an invoice covering the Consulting Services performed and the reimbursable expenses incurred in the prior month. Client shall pay all invoices within forty-five (45) days of the date of each invoice.

A monthly charge of 1.2% may be imposed against past due accounts. Payment of invoices shall not be subject to any discounts or set-offs by Client, unless agreed to in writing by Consultant.

Section 3.4 Records. Consultant shall maintain records of its fees relating to the Consulting Services performed and any reimbursable expenses incurred under this Agreement for review by an authorized representative of Client for a period of three (3) years from the date of each invoice delivered by Consultant in relation thereto, provided, however, that (a) Client shall be entitled to no more than one such review per year, (b) any such reviews shall take place during normal business hours, and (c) all authorized representatives of Client performing a review under this Section 3.4 shall first sign a nondisclosure agreement in form and substance reasonably satisfactory to Consultant protecting Consultant's confidential information before conducting such review.

ARTICLE IV. **OTHER AGREEMENTS OF CONSULTANT**

Section 4.1 Performance. Consultant shall perform the Consulting Services in accordance with the Statement of Work and the applicable generally accepted industry standards and practices. Client shall provide prompt written notice to Consultant if Client becomes aware of any fault or defect in the Consulting Services, including any errors, omissions or inconsistencies in the Reports. Subject to Section 5.2, should any errors in the Reports caused by Consultant's negligence be detected within thirty (30) days after the applicable Consulting Services were performed, Client's sole remedy and Consultant's exclusive liability shall be for Consultant, at Consultant's option, to (a) correct the error at no additional charge to Client by revising the Reports to eliminate the errors; or (b) refund to Client the amount paid by Client for the deficient portion of the Consulting Service(s) that resulted in the error.

Section 4.2 Necessary tools. Consultant shall supply all tools and instrumentalities required to perform the Consulting Services under the Agreement.

Section 4.3 Workers' Compensation. Consultant shall maintain workers' compensation insurance for Consultant's employees and agents performing Consulting Services as required by law. Consultant agrees that it shall comply with all federal, state, and local laws and ordinances as it relates to the work to be performed under this Agreement.

Section 4.4 Liability Insurance. Consultant shall, at its sole cost and expense, carry and maintain throughout the term of this Agreement professional liability insurance covering errors and omissions, with limits of not less than \$1,000,000 per occurrence or \$2,000,000 aggregate. Evidence of such insurance shall be provided to Client as soon as reasonably practicable following Client's written request.

ARTICLE V. **OTHER AGREEMENTS OF CLIENT**

Section 5.1 Client's Assistance. Client shall provide all information, data and documents as specified in the SOW, or reasonably requested by Consultant and which is reasonably necessary to the performance of the Consulting Services. Client shall also

satisfy any assumptions and perform any Client obligations identified in the Statement of Work, and shall comply with all applicable laws and regulations in performing hereunder.

Section 5.2 Client Responsibility.

(a) Client acknowledges that, in performing the Consulting Services and preparing the Reports, Consultant will be using and relying upon various data, reports, studies, computer printouts and other information, documents and representations as to facts, the source of which may be Client, public agencies or other third-parties, (all of which shall be referred to herein as the "Client Data"). Client agrees that Consultant is entitled to use and rely upon such Client Data in preparing the Reports and performing the other Consulting Services hereunder, and that Consultant shall not be obligated to establish or verify the accuracy of the Client Data, nor shall Consultant be responsible for the impact or effect of Client Data on its work products (including without limitation the Reports) in the event that such Client Data is in error and therefore introduces error into the work products (including without limitation the Reports).

(b) Client represents and warrants to Consultant that Client has the right to deliver to Consultant the Client Data delivered to Consultant hereunder and neither the Client Data, nor its use as contemplated hereunder, shall (i) infringe any intellectual property rights of any third party, (ii) violate any laws or privacy rights of any third party, or (iii) violate any third parties' privacy policies, and Client shall use commercially reasonable efforts to ensure that the Client Data does not contain any viruses or other damaging or disabling code.

Section 5.3 Indemnification by Client. Except as set forth in Section 8.10, Client shall defend, indemnify and hold Consultant harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings (collectively, "Claims") and all costs and expenses in connection therewith, including reasonable attorneys' fees and expenses, arising out of or connected with the performance of the Consulting Services under this Agreement when such Claims arise from, relate to, or in any way result from (i) errors contained in Client Data furnished to Consultant, (ii) Client's breach of its warranties or covenants hereunder or (iii) infringement, misappropriation or misuse of Consultant Materials. Client's obligations under this subsection shall be reduced to the extent that they arise out of Consultant's gross negligence or willful misconduct.

Section 5.4 Non-Solicitation. Client shall not solicit the employment of or hire any of Consultant's employees during the term, and for one year following the termination of, this Agreement; provided, however, that the foregoing restrictions shall not prohibit Client from generalized solicitation or advertising, including the use of an independent employment agency or search firm whose efforts are not specifically directed at such employees. Notwithstanding the foregoing, such employees shall not include any individual (a) whose employment with Consultant has terminated for any reason (other than through breach of this Section 5.5), or (b) whose employment or solicitation thereof has been agreed upon in writing by Consultant.

ARTICLE VI.
TERM; TERMINATION

Section 6.1 Term. This Agreement shall become effective on the Effective Date and will continue in effect until the earlier of (a) completion of performance under the SOW, or (b) termination as provided herein.

Section 6.2 Convenience. Either party may terminate this Agreement (and the Statement of Work) for convenience upon thirty (30) prior written days' notice to the other party.

Section 6.3 Breach. Either party may terminate this Agreement (and the Statement of Work) with written notice to the other party if the other party is in material breach of any of its obligations under this Agreement, which breach is not cured within ten (10) days' written notice from the other party. Without limiting the generality of the foregoing, if Client fails to make payments when due hereunder, Consultant may suspend performance of the Consulting Services upon notice to Client. Consultant shall have no liability to Client for any costs or damages arising as a result of such suspension. Upon payment in full by Client (provided that Consultant has not terminated the Agreement in the interim), Consultant shall resume Consulting Services under this Agreement, and the Statement of Work shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

Section 6.4 Fees. Upon expiration or termination of this Agreement, Client shall pay all of Consultant's fees, expenses and other costs payable by Client pursuant to Article III, which have accrued through the date of expiration or termination.

Section 6.5 Survival. Sections 1,2, 3.1, 3.2, 3.3, 5.2, 5.3, 5.4, 5.5, 6.4, 6.5 and Articles II, VII and VIII shall survive the expiration or termination of this Agreement.

ARTICLE VII.
CONFIDENTIALITY

Section 7.1 Definition. "Confidential Information" means all information that is disclosed by a party to the other party and that: (a) is designated as confidential, regardless of the form in which it is disclosed; or (b) relates to a party's markets, customers, patents, trade secrets, inventions, procedures, methods, designs, strategies, distributors or business in general. The term Confidential Information shall not include any item of information which: (i) the receiving party can prove was in its possession without a duty of confidentiality prior to disclosure thereof by the disclosing party whether prior to or during the term of this Agreement; (ii) is or becomes generally available to the public other than as a result of any action or omission by the receiving party; (iii) is rightfully disclosed to the receiving party by a third party without the imposition on the third party of any confidentiality obligation or restrictions on use; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as evidenced by the receiving party's written records. The Consultant Materials are Consultant's Confidential Information (subject to the rights set forth in Section 2.2).

Section 7.2 Obligation. Each party, as a receiving party, shall (a) hold all Confidential Information of the disclosing party in confidence and not disclose the other party's Confidential Information to anyone except its employees who have a need to know and who are at all times informed of, and understand that they are bound to observe, the same confidentiality and nondisclosure restrictions and obligations as are set forth in this Agreement; (b) use the other party's Confidential Information only as necessary for its performance hereunder; and (c) hold and protect the other party's Confidential Information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable standard of care.

Section 7.3 Compelled Disclosure. If either receiving party is requested or required by law or legal process to disclose any of the disclosing party's Confidential Information, the person required to disclose such Confidential Information shall provide the disclosing party with prompt oral and written notice, so that the disclosing party may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not promptly obtained, the receiving party shall furnish only that portion of the disclosing party's Confidential Information which is legally required and shall exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the disclosing party's Confidential Information.

Section 7.4 Injunctive Relief. Each party, as a receiving party, agrees that remedies at law are inadequate to protect against its breach or threatened breach of this Article VII. Accordingly, each party agrees that the other party may obtain injunctive relief against it in the event of any such breach or threat thereof, in addition to any other legal or equitable remedies that may be available.

ARTICLE VIII. GENERAL PROVISIONS

Section 8.1 Notice. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, by mail or by electronic mail (reader receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, or at the following email addresses (Consultant: lferchaw@coopstrategies.com; Client: _____), but each party may change the address by written notice in accordance with the first sentence of this Section 8.1. Notices delivered personally or by electronic mail (reader receipt requested) will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

Section 8.2 Assignment. Neither party may assign this Agreement, in whole or in part without the express written consent of the other party, with the exception of an assignment carried out as part of a merger, restructuring or reorganization, or as a sale or transfer of all or substantially all of a party's equity or assets. Any such attempted assignment or delegation without proper consent shall be void. This Agreement shall inure to the benefit of and shall be binding upon the party's respective successors and permitted assigns.

Section 8.3 Not Public Official. Neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause

Consultant to be a "public official" as that term, or a similar term, is used under applicable law. Client and Consultant agree that Consultant is not a "public official" or "participating in governmental decision" as those terms, or similar terms, are used under applicable law. Client and Consultant also agree that no actions and opinions necessary for the performance of duties under this Agreement will cause Consultant to be a "public official" or "participating in a governmental decision" as those terms, or similar terms, are used under applicable law.

Section 8.4 Entire Agreement. This Agreement and Exhibits A and B hereto supersede any and all agreements, either oral or written, between the parties hereto with respect to the rendering of service by Consultant for Client and contains all of the covenants and agreements between the parties with respect to the rendering of the Consulting Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any reference to any statute herein shall be construed as including all statutory provisions consolidating, amending or replacing such statute.

Section 8.5 Amendment. This Agreement and any exhibit hereto (including the Statement of Work) may not be amended or modified except as expressly provided herein or in writing by the parties and signed by authorized representatives of both parties.

Section 8.6 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 8.7 Dispute Resolution.

(a) Except as set forth in Section 7.4, the parties agree to first try in good faith to settle any dispute hereunder by mediation pursuant to the Mediation Rules of the American Arbitration Association. If the dispute is not settled by mediation, the dispute may be resolved by final and binding arbitration.

(b) Except as set forth in Section 7.4, on the written request of one party served on the other, the dispute shall be submitted to binding arbitration in accordance with the commercial rules and regulations of the American Arbitration Association and the provisions of applicable law. The arbitration shall take place in a location mutually agreed to by the parties. Consultant shall select the arbitrator. If Consultant and Client do not agree on such arbitrator, however, Client shall select a second arbitrator. The Client-selected arbitrator and the Consultant-selected arbitrator shall then select a third arbitrator, which arbitrator shall conduct the arbitration. The parties may select arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. The parties are not required to hire an AAA arbitrator for resolution of a dispute hereunder. No arbitration shall include by way of consolidation or joinder any parties or entities not a party to this Agreement without the express written consent of Client, Consultant and any party or entity sought to be joined with an express reference to this provision. Any party or entity joined in the arbitration, after mutual consent, shall be bound by this provision. The decree or judgment

of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(c) The prevailing party in any arbitration brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all fees and expenses of the arbitrator(s) and all costs of the arbitration.

Section 8.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, excluding its choice of law rules.

Section 8.9 Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant. The Consulting Services are being performed solely for Client's benefit, and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

Section 8.10 DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES ARISING FROM BREACH OF SECTION 2.2 or ARTICLE VII, NEITHER CONSULTANT NOR CLIENT, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF INCOME, LOSS OF REPUTATION, PERSONAL INJURY OR THE LIKE) RESULTING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 8.11 Force Majeure. Neither party will be liable for any failure to perform (except for payment of monies due hereunder) due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.

Section 8.12 Limitation. The parties intend that the Consulting Services shall not subject the Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with the Consulting Services. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of the individual shareholders, officers, directors, members, managers or employees.

Section 8.13 DISCLAIMER. EXCEPT AS MAY BE SPECIFIED IN THIS AGREEMENT, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES UNDER THIS AGREEMENT, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT AND WARRANTIES ARISING UNDER COURSE OF DEALING OR TRADE USAGE.

Section 8.14 Limitation of Liability. In recognition of the relative risks and benefits of the Consulting Services to both Client and Consultant, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, that, except for breach of Article VII by Consultant, Consultant's total aggregate liability under or relating to this Agreement for any cause of action, including contract, tort and otherwise, shall not exceed the sum of amounts actually paid to Consultant under this Agreement. The limitations of liability set forth in this Article VIII and exclusion of certain damages shall apply regardless of the success or effectiveness of any of the exclusive remedies provided for under this Agreement. Any action against Consultant must be brought within twelve (12) months after the cause of action arises.

IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

CONSULTANT:

CLIENT:

Cooperative Strategies, LLC

Duluth Public Schools

By:  _____

Larry Ferchaw
Partner

By:  _____

Date: 5/2/2019

Date: 5/3/2019

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EXHIBIT A

STATEMENT OF WORK

DULUTH PUBLIC SCHOOLS SCHOOL DISTRICT BOUNDARY PLANNING SERVICE

Cooperative Strategies, LLC shall provide boundary planning services to Duluth Public Schools ("School District" or "Client") in calendar year 2019. The specific tasks to be performed under this Statement of Work include the following:

ACTIVITY I. DATA ANALYSIS AND REVIEW

Task 1 Data Collection

This task involves collecting and organizing information gathered from the sources identified above. Such data may include, but not be limited to:

- Existing enrollment projections
- District demographic profile
- GIS
- Capacity of facilities
- Corporation's program profile, financial and budgetary information
- Current student database including student ID, lunch program code, special education data, address, and school and grade level data (any identification information such as student name should be eliminated from the database before being submitted to Cooperative Strategies)
- Current housing developments
- Planned and / or approved residential developments within the School Corporation

Task 2 Project Website

This task involves creating a project website and updating as necessary throughout the process to ensure public information is up-to-date with project schedules and status.

ACTIVITY II. BOUNDARY OPTIONS DEVELOPMENT

Task 3 Plan for Planning Meeting

This task involves holding a one-day work session with the School District to set the parameters for the boundary planning process.

Task 4 **Boundary Committee Meetings**

This task involves facilitating four (4) meetings of local stakeholders to develop boundary options over two (2) days. This committee will utilize all current enrollment data and have a live version of GIS at their disposal to use in the development of options. These options will then be presented to the larger community.

Task 5 **Options Packet**

This task involves developing an options packet outlining scenarios drafted in the above tasks to be used at community meetings.

Task 6 **Focus Group Meetings**

This task involves facilitating four (4) focus group sessions to collect anecdotal qualitative feedback from stakeholder groups selected by the District.

ACTIVITY III. INTERACTIVE MAPPING

Task 7 **Geographic Information Systems**

This task involves the use of GIS to depict students that live within the boundary, students who live in but attend outside the boundary, and students who live outside the boundary but attend in. Population and housing demographics can also be overlaid to determine growth trends in different areas of the School Corporation. GIS services will include:

- Updating existing GIS database from previous planning process
- Geocoding students up to current enrollment
- Updating all boundary maps
- Creating options maps for community input
- Providing adopted boundary maps and physical descriptions of all new boundaries

Task 8 **School Locator**

This task involves providing software as a service ("SaaS") known as myschoolLOCATION™. This SaaS will create the school location software that will be available for the District's residents to identify which boundaries they reside in and the specific school sites their students can attend. Additionally, myschoolLOCATION™ will be linked to and accessible through the District's website. No additional costs will be incurred by the District for this SaaS during the school year(s) in which attendance boundary redistricting services are being provided. Should the District choose to continue using myschoolLOCATION™ after the initial project service period, a separate maintenance agreement can be negotiated.

ACTIVITY V. COMMUNITY OUTREACH

Task 9 Community Presentation

This task involves hosting two (2) meetings to share the options with the community. After a presentation of the background data and options packets, participants are asked to work in small groups to identify benefits and challenges of each option.

Task 10 Web Questionnaire

This task involves providing a web-based questionnaire to be available to community members who are unable to attend in-person meetings to ensure full participation from stakeholders. All presentation materials and options packets will also be available online.

ACTIVITY VI. FINAL RECOMMENDATIONS

Task 11 Recommendations Work Session

This task involves holding a one-day work session with the District to finalize the recommended options. These options will incorporate input from the Community Meeting and the boundary committees.

Task 12 Final Report

This task involves compiling the preferred option into an official recommendation that will be presented to the Board for final approval.

Task 13 Board Meeting Attendance

This task involves attending two (2) meetings of the School Board to provide an update on the process and present the final recommendations.

EXHIBIT B

FEE SCHEDULE

**DULUTH PUBLIC SCHOOLS
BOUNDARY PLANNING SERVICE**

Consulting services performed under this agreement by Cooperative Strategies, LLC for Duluth Public Schools ("Client" or "School District") shall be fees as identified below.

Service Description	Proposed Fee
K-12 Boundary Planning	\$58,900 (Plus, Estimated Expenses at \$14,855)

Reimbursable Expenses:

In addition to professional fees, the School District is responsible for reimbursable expenses including travel (mileage, lodging, parking, etc.), meals, all printing, postage, overnight delivery service, and other direct expenses associated with the project. Reimbursable expenses will be invoiced monthly with professional fees.

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**Extension or Renewal Contracts Signed
April 2018**

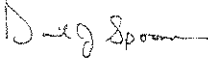
For your information, the School Board Chair, Superintendent or the Executive Director of Business Services has signed the following contract extensions during the month of April 2018:

Name	Amount (or Not to Exceed)	Source	Description (all contracts for 07/01/19 - 06/30/20)
Stretar Masonry & Concrete Company, Inc.	\$23,369.08	Facilities	Quote #4258 – Bricklayer labor. Third year of contract (second of two renewable years; Board approved renewable years to be signed by CFO)
Johnson’s Carpet One	\$6,420.02	Facilities	Quote #4259 – Flooring installation labor. Third year of contract (second of two renewable years; Board approved renewable years to be signed by CFO)
Cummins, Inc.	\$16,160.38	Facilities	Quote # 4260 –Service and maintenance of emergency generators. Third year of contract (second of two renewable years; Board approved renewable years to be signed by CFO)
The Jamar Company	\$26,838.00	Facilities	Quote #4261 – Plumbing labor. Third year of contract (second of two renewable years; Board approved renewable years to be signed by Board Chair)
The Jamar Company	\$32,281.00	Facilities	Quote #4262 – Roofing labor. Third year of contract (second of two renewable years; Board approved renewable years to be signed by Board Chair)
Swanson & Youngdale, Inc.	\$38,605.00	Facilities	Quote #4275 – Painting labor. Third year of contract (second of two renewable years; Board approved renewable years to be signed by Board Chair)
Johnson Controls, Inc.	\$22,523.98	Facilities	Quote #4282 –Inspection/Service to Boilers. Second year of contract (first of two renewable years; Board approved renewable years to be signed by CFO)

Northland Constructors of Duluth, Inc.	\$11,109.65	Facilities	Quote #4283 – Cement Masons Labor. Second year of contract (first of two renewable years; Board approved renewable years to be signed by CFO)
Hunt Electric Corporation	\$40,207.19	Facilities	Quote #4284 – High voltage & low voltage labor. Second year of contract (first of two renewable years; Board approved renewable years to be signed by Board Chair)
Schindler Elevator Corporation	\$30,244.43	Facilities	Quote #4258 – Elevator Inspection and service. Second year of contract (first of two renewable years; Board approved renewable years to be signed by Board Chair)
Northland Fire & Safety, Inc.	\$18,989.07	Facilities	Quote #4286 – Inspection and testing of fire alarm systems. Second year of contract (first of two renewable years; Board approved renewable years to be signed by CFO)
Superior Glass, Inc.	\$23,563.36	Facilities	Quote #4287 – Glass Replacement Services. Second year of contract (first of two renewable years; Board approved renewable years to be signed by CFO)
A.G. O’Brien Plumbing & Heating Co.	\$6,585.77	Facilities	Quote #4288 – Testing & maintenance of sprinkler systems. Second year of contract (first of two renewable years; Board approved renewable years to be signed by CFO)

Memorandum

To: Cathy Erickson, CFO/Executive Director of Business Services
David Kirby, School Board Chair

From: Dave Spooner 
Manager of Facilities

Date: May 8, 2019

Re: Annual EXTENSIONS for District-Wide Contract Services

The following contracts were previously approved by the School Board for services with the option to extend for two additional one-year periods if the amount was determined to be acceptable by the CFO/Executive Director of Business Services and the Manager of Facilities.

Quote #4258 – EXTENSION District-Wide Bricklayer Labor

Third Year of Contract (Second of Two Renewable Years)
Stretar Masonry & Concrete Inc. – Total Annual Cost estimated at \$23,369.08

Quote #4259 – EXTENSION District-Wide Flooring Installation Labor

Third Year of Contract (Second of Two Renewable Years)
Johnson's Carpet One – Total Annual Cost estimated at \$6,420.02

Quote #4260 – EXTENSION District-Wide Annual Service & Maintenance of Emergency Generators

Third Year of Contract (Second of Two Renewable Years)
Cummins Inc. – Total Annual Cost estimated at \$16,160.38

Quote #4261 – EXTENSION District-Wide Plumbing Labor

Third Year of Contract (Second of Two Renewable Years)
The Jamar Company – Total Annual Cost estimated at \$26,838.00

Quote #4262 – EXTENSION District-Wide Roofing Labor

Third Year of Contract (Second of Two Renewable Years)
The Jamar Company – Total Annual Cost estimated at \$32,281.00

Quote #4275 – EXTENSION District-Wide Painting Labor

Third Year of Contract (Second of Two Renewable Years)
Swanson & Youngdale, Inc. – Total Annual Cost estimated at \$38,605.00

Quote #4282 – EXTENSION District-Wide Annual Inspection and Service to Boilers
Second Year of Contract (First of Two Renewable Years)
Johnson Controls, Inc. – Total Annual Cost estimated at \$22,523.98

Quote #4283 – EXTENSION District-Wide Annual Cement Masons Labor
Second Year of Contract (First of Two Renewable Years)
Northland Constructors of Duluth, Inc. – Total Annual Cost estimated at \$11,109.65

Quote #4284 – EXTENSION District-Wide Electrical Labor–High Voltage & Low Voltage Services
Second Year of Contract (First of Two Renewable Years)
Hunt Electric Corporation – Total Annual Cost estimated at \$40,207.19

Quote #4285 – EXTENSION District-Wide Elevator Inspection and Service
Second Year of Contract (First of Two Renewable Years)
Schindler Elevator Corporation – Total Annual Cost estimated at \$30,244.43

Quote #4286 – EXTENSION District-Wide Inspection and Testing of Fire Alarm Systems
Second Year of Contract (First of Two Renewable Years)
Northland Fire & Safety, Inc. – Total Annual Cost estimated at \$18,989.07

Quote #4287 – EXTENSION District-Wide Glass Replacement Services
Second Year of Contract (First of Two Renewable Years)
Superior Glass, Inc. – Total Annual Cost estimated at \$23,563.36

Quote #4288 – EXTENSION District-Wide Annual Testing & Maintenance of Sprinkler Systems
Second Year of Contract (First of Two Renewable Years)
A.G. O'Brien Plumbing & Heating Co. – Total Annual Cost estimated at \$6,585.77

Recommendation

I recommend approval of the above contract extensions. After review and if you concur, please sign both copies based on signing authority and return them to the Facilities Management office for processing. A yearly cost comparison is attached for each contract for your reference.

Attachments

CONTRACT
BRICKLAYER LABOR
Quote #4258

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2019 through June 30, 2020 (FY20)
Independent School District No. 709

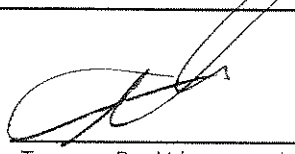
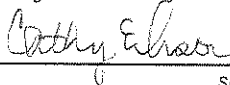
Contractor:	Stretar Masonry & Concrete Company, Inc.
Contact:	Terry Radtke
Address:	5719 Roosevelt Street, Duluth, Minnesota 55807
Phone:	218-624-4824 fax 218-624-4825
Correspondence Email Address	stretar@callta.com
Emergency Contact & Phone Number	David Greske 218-393-8222

REGULAR HOURLY RATE	FY18 <i>First Year</i>	FY19 <i>Second Year</i>	FY20 <i>Third Year</i>
FOREMAN	\$81.00	\$82.38	\$83.94
JOURNEYMAN	\$76.50	\$77.80	\$79.28
APPRENTICE	\$68.00	\$69.16	\$70.47

OVERTIME HOURLY RATE	FY18	FY19	FY20
FOREMAN	\$104.00	\$105.77	\$107.78
JOURNEYMAN	\$99.00	\$100.68	\$102.60
APPRENTICE	\$92.00	\$93.56	\$95.34

(1.7% increase over FY18 contract and 1.9% increase over FY19 contract)

Estimated Annual Amount of Quote \$23,369.08

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2019/2020 Contract	 Terry Radtke, <i>signature</i> President		<u>4/3/19</u> <i>date</i>
ISD 709, Cathy Erickson	 Cathy Erickson, <i>signature</i> CFO/Executive Director of Business Services		<u>5-10-19</u> <i>date</i>

COMPARISON

BRICKLAYER LABOR

July 1, 2019 through June 30, 2020

	change from FY19	FY20 Quote 4258 3rd Year	FY19 Quote 4258 2nd Year	FY18 Quote 4258	FY17 Quote 4163 3rd Year	FY16 Quote 4163 2nd Year	FY15 Quote 4163	FY14 Quote 4073 3rd Year
Foreman (regular hourly rate)	1.9%	\$83.94	\$82.38	\$81.00	\$76.15	\$76.15	\$75.40	\$82.19
Journeyman (regular hourly rate)	1.9%	\$79.28	\$77.80	\$76.50	\$72.11	\$72.11	\$71.40	\$70.75
Apprentice (regular hourly rate)	1.9%	\$70.47	\$69.16	\$68.00	\$66.16	\$66.16	\$65.50	\$64.50
Foreman (Overtime)	1.9%	\$107.78	\$105.77	\$104.00	\$93.58	\$93.58	\$92.65	\$106.12
Journeyman (Overtime)	1.9%	\$102.59	\$100.68	\$99.00	\$91.56	\$91.56	\$90.65	\$95.72
Apprentice (Overtime)	1.9%	\$95.34	\$93.56	\$92.00	\$82.62	\$82.62	\$81.80	\$85.31
Total Annual Amount of Quote	1.9%	\$23,369.08	\$22,933.70	\$22,550.00	\$28,844.00	\$28,844.00	\$28,560.00	\$28,300.00
		<i>300 hours</i>	<i>300 hours</i>	<i>300 hours</i>	<i>400 hours</i>			

CONTRACT
FLOORING INSTALLATION LABOR
Quote #4259

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2019 through June 30, 2020 (FY20)

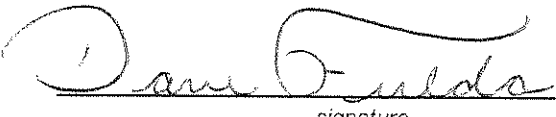
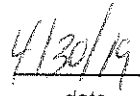
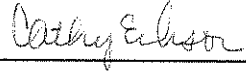
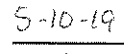
Independent School District No. 709

Contractor:	Johnson's Carpet One		
Contact:	Richard Meyer		
Address:	5611 Grand Avenue, Duluth, MN 55807		
Phone:	218-628-2249	fax 218-628-2132	
Correspondance Email Address	kseverin@johnsoncarpetone.com		
Emergency Contact & Phone Number	Kyle Seversin 218-628-2249		

REGULAR HOURLY RATE	<i>FY18</i> <i>First Year</i>	<i>FY19</i> <i>Second Year</i>	FY20 Third Year
INSTALLER	\$61.95	\$63.00	\$64.20

(1.7% increase over FY18 contract and 1.9% increase over FY19 contract)

Estimated Annual Amount of Quote \$6,420.02

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2019/2020 Contract	 signature	 date	
ISD 709, Cathy Erickson	 signature	 date	
CFO/Executive Director of Business Services			

COMPARISON

FLOORING INSTALLATION LABOR

July 1, 2019 through June 30, 2020

	change from FY19	FY20 Quote #4259 3rd Year	FY19 Quote #4259 2nd Year	FY18 Quote #4259	FY17 Quote #4168 3rd Year	FY16 Quote #4168 2nd Year	FY15 Quote #4168	FY14 Quote #4077 3rd Year
Hourly Rate	1.9%	\$64.20	\$63.00	\$61.95	\$55.17	\$55.17	\$54.62	\$54.62
Total Annual Amount of Quote	1.9%	\$6,420.02	\$6,300.00	\$6,195.00	\$5,517.00	\$5,517.00	\$5,462.00	\$5,462.00

CONTRACT

ANNUAL SERVICE AND MAINTENANCE OF EMERGENCY GENERATORS - QUOTE #4260

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2019 through June 30, 2020 (FY20)
Independent School District No. 709

Contractor:	Cummins, Inc.		
Contact:	Mark Hassel		
Address:	1600 Buerkle Road, White Bear Lake, Minnesota 55110		
Phone:	920-445-6543	fax 920-338-6105	
Correspondance Email Address	michael.obermann@cummins.com		
Emergency Contact & Phone Number	Mike Obermann 920-445-6543		

CALL OUT HOURLY RATE	FY18 <i>First Year</i>	FY19 <i>Second Year</i>	FY20 <i>Third Year</i>
Normal Working Hours	\$106.50	\$108.31	\$110.37
After Normal Working Hours	\$131.50	\$133.74	\$136.28
Holiday Working Hours	\$156.50	\$159.16	\$162.18

ANNUAL SERVICE COST PER BUILDING

1	Congdon Park	\$368.30	\$374.56	\$381.68
2	Denfeld HS	\$333.85	\$339.53	\$345.98
3	East HS	\$369.55	\$375.83	\$382.97
4	HOCHS	\$358.90	\$365.00	\$371.94
5	Homecroft	\$337.24	\$342.97	\$349.49
6	Lakewood	\$344.69	\$350.55	\$357.21
7	Laura MacArthur	\$353.90	\$359.92	\$366.75
8	Lester Park	\$381.45	\$387.93	\$395.31
9	Lincoln Park MS	\$411.25	\$418.24	\$426.19
10	Lowell	\$376.73	\$383.13	\$390.41
11	Myers-Wilkins	\$347.00	\$352.90	\$359.60
12	Ordean East MS	\$349.50	\$355.44	\$362.19
13	Piedmont	\$355.15	\$361.19	\$368.05
14	Stowe	\$256.45	\$260.81	\$265.77
Total		\$4,943.96	\$5,028.01	\$5,123.54

(1.7% increase over FY18 contract and 1.9% increase over FY19 contract)

Estimated Annual Amount of Quote \$16,160.38

Insurance Received	<input checked="" type="checkbox"/>		Digitally signed by Mark Hassel Date: 2019.04.29 13:51:58 -05'00'
Acceptance of 2019/2020 Contract		Mark Hassel	
		_____ <i>signature</i>	_____ <i>date</i>
ISD 709, Cathy Erickson CFO/Executive Director of Business Services		<i>Cathy Erickson</i>	5-10-19 <i>date</i>
		_____ <i>signature</i>	_____ <i>date</i>

COMPARISON

ANNUAL SERVICE AND MAINTENANCE OF EMERGENCY GENERATORS

July 1, 2019 through June 30, 2020

	change from FY19	FY20 Quote #4260 Third Year	FY19 Quote #4260 Second Year	FY18 Quote #4260	FY17 Quote #4167 Third Year	FY16 Quote #4167 Second Year	FY15 Quote #4167	
Normal Working Hours	1.9%	\$110.37	\$108.31	\$106.50	\$119.18	\$119.18	\$118.00	
After Normal Working Hours	1.9%	\$136.28	\$133.74	\$131.50	\$167.16	\$167.16	\$165.50	
Holiday Working Hours	1.9%	\$162.18	\$159.16	\$156.50	\$215.13	\$215.13	\$213.00	
1 Congdon Park	1.9%	\$381.68	\$374.56	\$368.30	\$494.14	\$494.14	\$489.25	
2 Denfeld HS	1.9%	\$345.98	\$339.53	\$333.85	\$440.05	\$440.05	\$435.69	
3 East HS	1.9%	\$382.97	\$375.83	\$369.55	\$489.35	\$489.35	\$484.50	
4 HOCHS	1.9%	\$371.94	\$365.00	\$358.90	\$379.39	\$379.39	\$375.63	
5 Homecroft	1.9%	\$349.49	\$342.97	\$337.24	\$345.38	\$345.38	\$341.96	
6 Lakewood	1.9%	\$357.21	\$350.55	\$344.69	\$314.37	\$314.37	\$311.26	
7 Laura MacArthur	1.9%	\$366.76	\$359.92	\$353.90	\$473.22	\$473.22	\$468.53	
8 Lester Park	1.9%	\$395.30	\$387.93	\$381.45	\$500.26	\$500.26	\$495.31	
9 Lincoln Park MS	1.9%	\$426.19	\$418.24	\$411.25	\$513.35	\$513.35	\$508.27	
10 Lowell	1.9%	\$390.41	\$383.13	\$376.73	\$381.98	\$381.98	\$378.20	
11 Myers-Wilkins	1.9%	\$359.61	\$352.90	\$347.00	\$374.51	\$374.51	\$370.80	
12 Ordean East MS	1.9%	\$362.19	\$355.44	\$349.50	\$513.35	\$513.35	\$508.27	
13 Piedmont	1.9%	\$368.05	\$361.19	\$355.15	\$484.14	\$484.14	\$479.35	
14 Stowe	1.9%	\$265.77	\$260.81	\$256.45	\$304.81	\$304.81	\$301.79	
Total Annual Amount of Service	1.9%	\$5,123.54	\$5,028.01	\$4,943.96	\$6,008.30	\$6,008.30	\$5,948.81	
Total Annual Amount of Quote		\$16,160.38						

CONTRACT

PLUMBING LABOR - Quote #4261

Third Year of Contract (Secons of Two Renewable Years)
for the period of July 1, 2019 through June 30, 2020 (FY20)
Independent School District No. 709

Contractor:	The Jamar Company
Contact:	Mark Swanson
Address:	4701 Mike Colalillo Drive, Duluth, Minnesota 55807
Phone:	218-628-6027 fax 218-628-1174
Correspondance Email Address	mark.swanson@jamarcompany.us
Emergency Contact & Phone Number	218-628-3624



REGULAR HOURLY RATE	FY18 <i>First Year</i>	FY19 <i>Second Year</i>	FY20 <i>Third Year</i>
Plumber Foreman	\$88.40	\$89.90	\$91.61
Plumber Journeyman	\$72.06	\$73.29	\$74.68
Plumber Apprentice (60%)	\$53.25	\$54.16	\$55.18
Plumber Apprentice (45%)	\$45.27	\$46.04	\$46.91
Sheet Metal Worker Foreman	\$92.03	\$93.59	\$95.37
Sheet Metal Worker Journeyman (2 year)	\$71.45	\$72.66	\$74.05
Insulator Foreman	\$102.11	\$103.85	\$105.82
Insulator Journeyman (2 year)	\$61.69	\$62.74	\$63.93

OVERTIME HOURLY RATE (time and a half)			
Plumber Foreman	\$132.60	\$134.85	\$137.42
Plumber Journeyman	\$108.09	\$109.93	\$112.02
Plumber Apprentice (60%)	\$79.88	\$81.24	\$82.78
Plumber Apprentice (45%)	\$67.91	\$69.06	\$70.38
Sheet Metal Worker Foreman	\$138.05	\$140.40	\$143.06
Sheet Metal Worker Journeyman (2 year)	\$107.18	\$109.00	\$111.07
Insulator Foreman	\$153.17	\$155.77	\$158.73
Insulator Journeyman (2 year)	\$92.54	\$94.11	\$95.90

OVERTIME HOURLY RATE (double time)			
Plumber Foreman	\$176.80	\$179.81	\$183.22
Plumber Journeyman	\$144.12	\$146.57	\$149.35
Plumber Apprentice (60%)	\$106.50	\$108.31	\$110.37
Plumber Apprentice (45%)	\$90.54	\$92.08	\$93.83
Sheet Metal Worker Foreman	\$184.06	\$187.19	\$190.75
Sheet Metal Worker Journeyman (2 year)	\$142.90	\$145.33	\$148.09
Insulator Foreman	\$204.22	\$207.69	\$211.64
Insulator Journeyman (2 year)	\$123.38	\$125.48	\$127.86

(1.7% increase over FY18 contract and 1.9% increase over FY19 contract)

Estimated Annual Amount of Quote \$26,838.00

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2019/2020 Contract		04/23/19	
	<small>signature</small>	<small>date</small>	
ISD 709, School Board Chair		5/14/19	
	<small>signature</small>	<small>date</small>	

COMPARISON

PLUMBING LABOR

July 1, 2019 through June 30, 2020

REGULAR HOURLY RATE	change from FY19	FY20 Quote 4261 3rd Year	FY19 Quote 4261 2nd Year	FY18 Quote 4261	FY17 Quote 4170 3rd Year	FY16 Quote 4170 2nd Year	FY15 Quote 4170	FY14 Quote 4079 3rd Year
Plumber Foreman	1.9%	\$91.61	\$89.90	\$88.40	\$86.86	\$86.86	\$86.00	\$82.19
Plumber Journeyman	1.9%	\$74.68	\$73.29	\$72.06	\$69.69	\$69.69	\$69.00	\$67.63
Plumber Apprentice (60%)	1.9%	\$55.18	\$54.16	\$53.25	\$56.56	\$56.56	\$56.00	\$54.10
Plumber Apprentice (45%)	1.9%	\$46.91	\$46.04	\$45.27	\$48.48	\$48.48	\$48.00	\$46.82
Sheetmetal Worker Foreman	1.9%	\$95.37	\$93.59	\$92.03	\$87.87	\$87.87	\$87.00	
Sheetmetal Worker Journeyman (2 yr)	1.9%	\$74.05	\$72.66	\$71.45	\$82.82	\$82.82	\$82.00	\$74.91
Insulator Foreman	1.9%	\$105.82	\$103.85	\$102.11				
Insulator Journeyman (2 yr)	1.9%	\$63.93	\$62.74	\$61.69				
Total Annual Amount of Quote	1.9%	\$26,838.00	\$26,339.00	\$25,898.00	\$27,876.00	\$27,876.00	\$27,600.00	\$27,052.00
OVERTIME HOURLY RATE (time and a half)								
Plumber Foreman	1.9%	\$137.42	\$134.85	\$132.60	\$130.29	\$130.29	\$129.00	\$123.29
Plumber Journeyman	1.9%	\$112.02	\$109.93	\$108.09	\$104.54	\$104.54	\$103.50	\$101.44
Plumber Apprentice (60%)	1.9%	\$82.78	\$81.24	\$79.88	\$84.84	\$84.84	\$84.00	\$81.15
Plumber Apprentice (45%)	1.9%	\$70.38	\$69.06	\$67.91	\$72.72	\$72.72	\$72.00	\$70.23
Sheetmetal Worker Foreman	1.9%	\$143.06	\$140.40	\$138.05				
Sheetmetal Worker Journeyman (2 yr)	1.9%	\$111.07	\$109.00	\$107.18	\$124.23	\$124.23	\$123.00	\$112.36
Insulator Foreman	1.9%	\$158.73	\$155.77	\$153.17				
Insulator Journeyman (2 yr)	1.9%	\$95.90	\$94.11	\$92.54				
OVERTIME HOURLY RATE (double time)								
Plumber Foreman	1.9%	\$183.22	\$179.81	\$176.80	\$173.72	\$173.72	\$172.00	\$164.38
Plumber Journeyman	1.9%	\$149.35	\$146.57	\$144.12	\$139.38	\$139.38	\$138.00	\$135.25
Plumber Apprentice (60%)	1.9%	\$110.37	\$108.31	\$106.50	\$113.12	\$113.12	\$112.00	\$93.64
Plumber Apprentice (45%)	1.9%	\$93.83	\$92.08	\$90.54	\$96.96	\$96.96	\$96.00	\$108.20
Sheetmetal Worker Foreman	1.9%	\$190.75	\$187.19	\$184.06				
Sheetmetal Worker Journeyman (2 yr)	1.9%	\$148.09	\$145.33	\$142.90	\$165.64	\$165.64	\$164.00	\$149.82
Insulator Foreman	1.9%	\$211.64	\$207.69	\$204.22				
Insulator Journeyman (2 yr)	1.9%	\$127.86	\$125.48	\$123.38				

CONTRACT ROOFING LABOR QUOTE #4262

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2019 through June 30, 2020 (FY20)
Independent School District No. 709

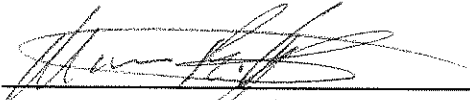
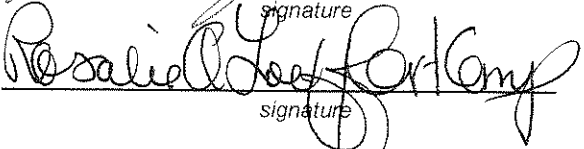
Contractor:	The Jamar Company		
Contact:	Mike Billings		
Address:	4701 Mike Colalillo Drive, Duluth, Minnesota 55807		
Phone:	218-628-1027	fax 218-628-1174	
Correspondance Email Address	caleb.blomdahl@jamarcompany.us		
Emergency Contact & Phone Number	Caleb Bloomdahl 218-481-5821		

REGULAR HOURLY RATE	FY18 <i>First Year</i>	FY19 <i>Second Year</i>	FY20 <i>Third Year</i>
Roofing Foreman	\$84.00	\$85.43	\$87.05
Roofing Journeyman	\$81.00	\$82.38	\$83.94
Roofing Laborer	\$60.00	\$61.02	\$62.18
Crane/Operator Rate	\$95.00	\$96.62	\$98.45
Sheet Metal Journeyman	\$78.00	\$79.33	\$80.83

OVERTIME HOURLY RATE	FY18	FY19	FY20
Roofing Foreman	\$116.00	\$117.97	\$120.21
Roofing Journeyman	\$113.00	\$114.92	\$117.10
Roofing Laborer	\$90.00	\$91.53	\$93.27
Crane/Operator Rate	\$130.00	\$132.21	\$134.72
Sheet Metal Journeyman	\$108.00	\$109.84	\$111.92

(1.7% increase over FY18 contract and 1.9% increase over FY19 contract)

Estimated Annual Amount of Quote \$32,281.00

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2019/2020 Contract		signature	4/3/19 date
ISD 709, School Board Chair		signature	5/14/19 date

COMPARISON

ROOFING LABOR

July 1, 2019 through June 30, 2020

		change from FY19	FY20 Quote 4262 3rd Year	FY19 Quote 4262 2nd Year	FY18 Quote 4262	FY17 Quote 4172 3rd Year	FY16 Quote 4172 2nd Year	FY15 Quote 4172	FY14 Quote 4080 3rd Year
Roofing Foreman	REGULAR	1.9%	\$87.05	\$85.43	\$84.00	\$78.28	\$78.28	\$77.50	\$77.46
Roofing Journeyman		1.9%	\$83.94	\$82.38	\$81.00	\$74.84	\$74.84	\$74.10	\$74.08
Roofing Laborer		1.9%	\$62.18	\$61.02	\$60.00	\$55.55	\$55.55	\$55.00	\$52.54
Crane/Operator Rate		1.9%	\$98.45	\$96.62	\$95.00	\$131.30	\$131.30	\$130.00	\$130.05
Sheet Metal Journeyman		1.9%	\$80.83	\$79.33	\$78.00	\$84.84	\$84.84	\$84.00	\$86.35
Roofing Foreman	OVERTIME	1.9%	\$120.21	\$117.97	\$116.00	\$108.73	\$108.73	\$107.65	\$106.80
Roofing Journeyman		1.9%	\$117.10	\$114.92	\$113.00	\$104.28	\$104.28	\$103.25	\$101.65
Roofing Laborer		1.9%	\$93.27	\$91.53	\$90.00	\$77.16	\$77.16	\$76.40	\$72.00
Crane/Operator Rate		1.9%	\$134.72	\$132.21	\$130.00	\$161.60	\$161.60	\$160.00	\$156.06
Sheet Metal Journeyman		1.9%	\$111.92	\$109.84	\$108.00	\$117.87	\$117.87	\$116.70	\$111.84
Total Annual Amount of Quote		1.9%	\$32,281.00	\$31,680.50	\$31,150.00	\$29,936.00	\$29,936.00	\$29,640.00	\$29,632.00

FY13			
Quote 4080 2nd Year	FY12 Quote 4080	FY11 Bid 1191	FY10 Bid 1142
\$76.16	\$74.45	\$73.75	\$90.03
\$72.84	\$71.20	\$69.75	\$73.60
\$51.66	\$50.50	\$47.95	\$48.35
\$127.88	\$125.00	\$125.00	\$150.00
\$84.91	\$83.00	\$83.00	\$87.60
\$105.01	\$102.65	\$92.95	\$111.48
\$99.95	\$97.70	\$87.90	\$93.79
\$70.79	\$69.20	\$60.45	\$56.86
\$153.45	\$150.00	\$150.00	\$168.00
\$109.97	\$107.50	\$104.60	\$110.28
\$29,136.00	\$28,480.00	\$27,900.00	\$73,600.00
		400 hrs	1000 hrs

CONTRACT PAINTING LABOR Quote #4275

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2019 through June 30, 2020 (FY20)
Independent School District No. 709


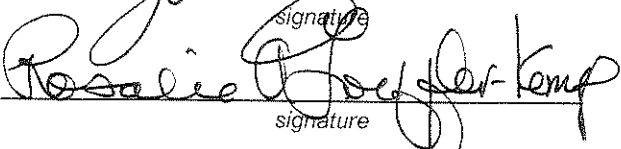
Contractor:	Swanson & Youngdale, Inc.		
Contact:	Mike Keenan		
Address:	3805 Prosperity Road, Duluth, Minnesota 55811		
Phone:	218-727-6682	fax 218-727-6693	
Correspondence Email Address	mike.keenan@syinc.us loran.shelton@syinc.us		
Emergency Contact & Phone Number	218-348-5160		

REGULAR HOURLY RATE	FY18 <i>First Year</i>	FY19 <i>Second Year</i>	FY20 <i>Third Year</i>
Painter Foreman	\$74.50	\$75.77	\$77.21
<i>Painter Apprentice</i>			
Drywall Taper Journeyman	\$74.50	\$75.77	\$77.21
<i>Drywall Taper Apprentice</i>			
<i>Plasterers Journeyman</i>			

OVERTIME HOURLY RATE	FY18	FY19	FY20
Painter Foreman	\$111.75	\$113.65	\$115.81
<i>Painter Apprentice</i>			
Drywall Taper Journeyman	\$111.75	\$113.65	\$115.81
<i>Drywall Taper Apprentice</i>			
<i>Plasterers Journeyman</i>			

(1.7% increase over FY18 contract and 1.9% increase over FY19 contract)

Estimated Annual Amount of Quote \$38,605.00

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2019/2020 Contract		4-18-19	date
ISD 709, School Board Chair		5/14/19	date

COMPARISON
PAINTING LABOR

July 1, 2019 through June 30, 2020

		FY20 change from FY19	FY20 Quote #4275 3rd Year	FY19 Quote #4275 2nd Year	FY18 Quote #4275		FY14 Quote #4078 3rd Year	FY13 Quote #4078 2nd Year	FY12 Quote #4078	FY11 Bid #1189
Painter Foreman	REGULAR	1.9%	\$77.21	\$75.77	\$74.50	NO CONTRACT FY15-FY17	\$64.66	\$63.58	\$62.15	\$61.50
Painter Apprentice							\$55.35	\$54.42	\$53.20	\$50.40
Drywall Taper Journeyman		1.9%	\$77.21	\$75.77	\$74.50		\$66.64	\$65.52	\$64.05	\$63.50
Drywall Taper Apprentice							\$58.83	\$57.85	\$56.55	\$55.00
Painter Foreman	OVERTIME	1.9%	\$115.81	\$113.65	\$111.75		\$93.74	\$92.17	\$90.10	\$88.50
Painter Apprentice							\$80.21	\$78.87	\$77.10	\$72.60
Drywall Taper Journeyman		1.9%	\$115.81	\$113.65	\$111.75		\$96.65	\$95.04	\$92.90	\$91.40
Drywall Taper Apprentice							\$85.31	\$83.89	\$82.00	\$79.20
Total Annual Amount		154.8%	\$38,605.00	\$15,154.00	\$14,900.00		\$12,932.00	\$12,716.00	\$12,430.00	\$12,300.00
			<i>500 hours</i>	<i>200 hours</i>	<i>200 hours</i>		<i>200 hours</i>			

CONTRACT

ANNUAL INSPECTION AND SERVICE TO BOILERS

QUOTE #4282

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2019 through June 30, 2020 (FY20)
Independent School District No. 709

NOTE: SERVICE SHALL BE COMPLETED PRIOR TO HEATING SEASON

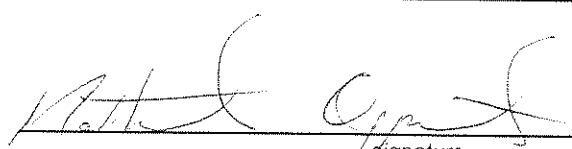
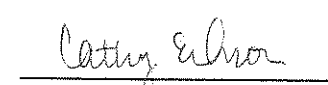
Contractor:	Johnson Controls		
Contact:	Ben Lalone		
Address:	4627 Airpark Boulevard		
Phone:	218-725-6762	Fax:	218-727-7945
Correspondance Email Address	matt.d.hoven@jci.com (Matt Hovan) 866-211-3536		
Emergency Contact & Phone Number	218-727-8996		

HOURLY RATE	FY19 First Year	FY20 Second Year	FY21 Third Year
REGULAR Hourly Rate	\$118.00	\$120.24	
OVERTIME Hourly Rate	\$175.00	\$178.33	
HOLIDAY Hourly Rate	\$175.00	\$178.33	

ANNUAL SERVICE COST PER BUILDING

Building #	Building Name	Count	FY19	FY20	FY21
1	Congdon Park Elementary School	3	\$1,513.00	\$1,541.75	
2	Denfeld High School	7	\$3,357.00	\$3,420.78	
3	East High School	7	\$3,357.00	\$3,420.78	
4	Homecroft Elementary School	3	\$1,513.00	\$1,541.75	
5	Lakewood Elementary School	2	\$1,052.00	\$1,071.99	
6	Laura MacArthur Elementary School	3	\$1,513.00	\$1,541.75	
7	Lester Park Elementary School	2	\$1,052.00	\$1,071.99	
8	Lincoln Park Middle School	3	\$1,513.00	\$1,541.75	
9	Lowell Elementary School	2	\$1,052.00	\$1,071.99	
10	Myers-Wilkins Elementary School	3	\$1,513.00	\$1,541.75	
11	Ordean East Middle School	3	\$1,513.00	\$1,541.75	
12	Piedmont Elementary School	2	\$1,052.00	\$1,071.99	
13	Rockridge Academy	2	\$1,052.00	\$1,071.99	
14	Stowe Elementary School	2	\$1,052.00	\$1,071.99	
Total Amount			\$22,104.00	\$22,523.98	

(1.9% increase over FY19 contract)

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2019/2020 Contract		 signature	<u>4/4/19</u> date
ISD 709, Cathy Erickson		 signature	<u>5-9-19</u> date
CFO/Executive Director of Business Services			

COMPARISON
ANNUAL INSPECTION AND SERVICE OF BOILERS
 July 1, 2019 through June 30, 2020

	change from FY19	FY20 Quote #4282 2nd Year	FY19 Quote #4282	FY18 Quote #4198 3rd Year	FY17 Quote #4198 2nd Year	FY16 Quote #4198	FY15 Quote 4165-1
Normal Working Hours	1.9%	\$120.24	\$118.00	\$102.52	\$101.50	\$101.50	\$98.00
After Normal Working Hours	1.9%	\$178.33	\$175.00	\$153.77	\$152.25	\$152.25	\$147.00
Sunday & Holiday Working Hours	1.9%	\$178.33	\$175.00	\$205.03	\$203.00	\$203.00	\$196.00
1 Congdon Park	1.9%	\$1,541.75	\$1,513.00	\$1,530.15	\$1,515.00	\$1,515.00	\$1,572.00
2 Denfeld HS	1.9%	\$3,420.78	\$3,357.00	\$2,550.25	\$2,525.00	\$2,525.00	\$2,552.00
3 East HS	1.9%	\$3,420.78	\$3,357.00	\$2,550.25	\$2,525.00	\$2,525.00	\$2,552.00
4 Homecroft	1.9%	\$1,541.75	\$1,513.00	\$1,530.15	\$1,515.00	\$1,515.00	\$1,865.00
5 Lakewood	1.9%	\$1,071.99	\$1,052.00	\$600.95	\$595.00	\$595.00	\$886.00
6 Laura MacArthur	1.9%	\$1,541.75	\$1,513.00	\$1,530.15	\$1,515.00	\$1,515.00	\$1,572.00
7 Lester Park	1.9%	\$1,071.99	\$1,052.00	\$1,020.10	\$1,010.00	\$1,010.00	\$1,082.00
8 Lincoln Park MS	1.9%	\$1,541.75	\$1,513.00	\$1,530.15	\$1,515.00	\$1,515.00	\$1,572.00
9 Lowell	1.9%	\$1,071.99	\$1,052.00	\$1,020.10	\$1,010.00	\$1,010.00	\$1,072.00
10 Myers-Wilkins	1.9%	\$1,541.75	\$1,513.00	\$1,530.15	\$1,515.00	\$1,515.00	\$1,572.00
11 Ordean East MS	1.9%	\$1,541.75	\$1,513.00	\$1,530.15	\$1,515.00	\$1,515.00	\$1,572.00
12 Piedmont	1.9%	\$1,071.99	\$1,052.00	\$1,020.10	\$1,010.00	\$1,010.00	\$1,082.00
13 Rockridge Academy	1.9%	\$1,071.99	\$1,052.00	<i>newly added</i>			
14 Stowe	1.9%	\$1,071.99	\$1,052.00	\$600.95	\$595.00	\$595.00	\$886.00
TOTAL AMOUNT OF QUOTE	1.9%	\$22,523.98	\$22,104.00	\$18,543.60	\$18,360.00	\$18,360.00	\$19,837.00
		44 boilers	44 boilers	36 boilers	36 boilers	36 boilers	36 boilers

CONTRACT CEMENT MASONS LABOR Quote #4283

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2019 through June 30, 2020 (FY20)
Independent School District No. 709

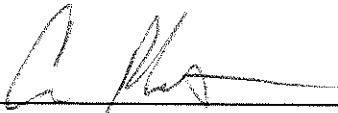
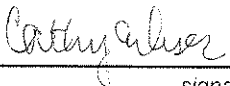
Contractor:	Northland Constructors of Duluth, Inc.		
Contact:	Craig Ploetz		
Address:	4843 Rice Lake Road, Duluth, Minnesota 55803		
Phone:	218-625-2291	fax	218-724-1384
Correspondence Email Address	craig.ploetz@northlandconstructors.us chad.grady@northlandconstructors.us		
Emergency Contact & Phone Number	Chad Grady 218-625-3230		

REGULAR HOURLY RATE	FY19 <i>First Year</i>	FY20 Second Year	FY21 <i>Third Year</i>
FOREMAN	\$76.50	\$77.95	
JOURNEYMAN	\$74.50	\$75.92	
APPRENTICE	\$67.05	\$68.32	

OVERTIME HOURLY RATE	FY19	FY20	FY21
FOREMAN	\$104.00	\$105.98	
JOURNEYMAN	\$100.50	\$102.41	
APPRENTICE	\$90.45	\$92.17	

(1.9% increase over FY19 contract)

Estimated Annual Amount of Quote \$11,109.65

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2019/2020 Contract		 <hr style="width: 100%;"/> <i>signature</i>	<i>4/12/19</i> <hr style="width: 100%;"/> <i>date</i>
ISD 709, Cathy Erickson CFO/Executive Director of Business Services		 <hr style="width: 100%;"/> <i>signature</i>	<i>5-10-19</i> <hr style="width: 100%;"/> <i>date</i>

COMPARISON

CEMENT MASONS LABOR

July 1, 2019 through June 30, 2020

	change from FY19	FY20 Quote #4283 2nd Year	FY19 Quote #4283	FY18 Quote #4199 3rd Year	FY17 Quote #4199 2nd Year	FY16 Quote #4199	FY15 Quote 4120-1 3rd Year
Foreman (regular hourly rate)	1.9%	\$77.95	\$76.50	\$91.54	\$90.63	\$90.63	\$87.17
Journeyman (regular hourly rate)	1.9%	\$75.92	\$74.50	\$89.44	\$88.55	\$88.55	\$85.05
Apprentice (regular hourly rate)	1.9%	\$68.32	\$67.05	\$81.68	\$80.87	\$80.87	\$77.23
Foreman (Overtime hourly rate)	1.9%	\$105.98	\$104.00	\$115.99	\$114.84	\$114.84	\$111.81
Journeyman (Overtime hourly rate)	1.9%	\$102.41	\$100.50	\$112.62	\$111.50	\$111.50	\$108.50
Apprentice (Overtime hourly rate)	1.9%	\$92.17	\$90.45	\$101.09	\$100.09	\$100.09	\$96.80
Total Annual Amount of Quote	1.9%	\$11,109.65	\$10,902.50	\$17,888.00	\$17,710.00	\$17,710.00	\$17,010.00
		<i>150 hrs</i>	<i>150 hrs</i>	<i>200 hrs</i>			

CONTRACT

ELECTRICAL LABOR - HIGH VOLTAGE & LOW VOLTAGE

Quote #4284

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2019 through June 30, 2020 (FY20)
Independent School District No. 709


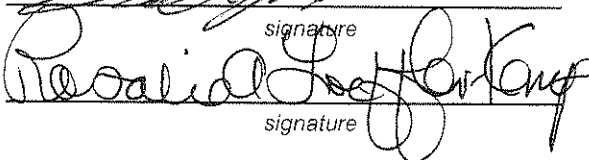
Contractor:	Hunt Electric Corporation
Contact:	Jeffrey D. Tyllia
Address:	4330 West 1st Street, Suite B, Duluth, Minnesota 55807
Phone:	218-624-6504 fax 218-624-7485
Correspondance Email Address	jtyllia@huntelec.com
Emergency Contact & Phone Number	218-628-3323

REGULAR HOURLY RATE	FY19 <i>First Year</i>	FY20 Second Year	FY21 <i>First Year</i>
JOURNEYMAN	\$91.34	\$93.08	
APPRENTICE - level 6 (85%)	\$69.81	\$71.14	
APPRENTICE - level 5 (75%)	\$61.60	\$62.77	
APPRENTICE - level 4 (65%)	\$53.40	\$54.41	
APPRENTICE - level 3 (55%)	\$45.17	\$46.03	
APPRENTICE - level 2 (50%)	\$41.00	\$41.78	
APPRENTICE - level 1 (45%)	\$37.00	\$37.70	
LOW VOLTAGE TECHNICIAN	\$82.00	\$83.56	
LOW VOLTAGE INSTALLER	\$52.90	\$53.91	

OVERTIME HOURLY RATE	FY19	FY20	FY21
JOURNEYMAN	\$123.00	\$125.34	
APPRENTICE - level 6 (85%)	\$103.78	\$105.75	
APPRENTICE - level 5 (75%)	\$91.61	\$93.35	
APPRENTICE - level 4 (65%)	\$79.43	\$80.94	
APPRENTICE - level 3 (55%)	\$67.26	\$68.54	
APPRENTICE - level 2 (50%)	\$47.50	\$48.40	
APPRENTICE - level 1 (45%)	\$42.78	\$43.59	
LOW VOLTAGE TECHNICIAN	\$114.22	\$116.39	
LOW VOLTAGE INSTALLER	\$75.39	\$76.82	

(1.9% increase over FY19 contract)

Estimated Annual Amount of Quote \$40,207.19

Insurance Received	<input checked="" type="checkbox"/>	
Acceptance of 2019/2020 Contract	 <small>signature</small>	4/05/2019 <small>date</small>
ISD 709, School Board Chair	 <small>signature</small>	5/14/19 <small>date</small>

COMPARISON

Electrical Labor - High Voltage & Low Voltage

July 1, 2019 through June 30, 2020

REGULAR HOURLY RATE	change from FY19	FY20 Quote #4284 2nd Year	FY19 Quote #4284	FY18 Quote #4200-1 3rd year	FY17 Quote #4200-1 2nd year	FY16 Quote #4200-1	FY15 Quote #4107 3rd year
Journeyman	1.9%	\$93.08	\$91.34	\$82.32	\$81.50	\$81.50	\$590.12
Apprentice level 6 (85%)	1.9%	\$71.14	\$69.81	\$56.56	\$56.00	\$56.00	\$507.30
Apprentice level 5 (75%)	1.9%	\$62.77	\$61.60	\$50.50	\$50.00	\$50.00	\$443.11
Apprentice level 4 (65%)	1.9%	\$54.41	\$53.40	\$43.43	\$43.00	\$43.00	\$384.10
Apprentice level 3 (55%)	1.9%	\$46.03	\$45.17	\$36.36	\$36.00	\$36.00	\$325.09
Apprentice level 2 (50%)	1.9%	\$41.78	\$41.00	\$33.33	\$33.00	\$33.00	\$295.06
Apprentice level 1 (45%)	1.9%	\$37.70	\$37.00	\$30.30	\$30.00	\$30.00	\$266.07
Low Voltage Technician	1.9%	\$83.56	\$82.00	\$70.70	\$70.00	\$70.00	\$455.53
Low Voltage Installer	1.9%	\$53.91	\$52.90	\$52.52	\$52.00	\$52.00	\$333.37

OVERTIME HOURLY RATE

Journeyman	1.9%	\$125.34	\$123.00	\$123.22	\$122.00	\$122.00	\$110.61
Apprentice level 6 (85%)	1.9%	\$105.75	\$103.78	\$84.84	\$84.00	\$84.00	\$94.05
Apprentice level 5 (75%)	1.9%	\$93.35	\$91.61	\$75.75	\$75.00	\$75.00	\$82.99
Apprentice level 4 (65%)	1.9%	\$80.94	\$79.43	\$64.64	\$64.00	\$64.00	\$71.92
Apprentice level 3 (55%)	1.9%	\$68.54	\$67.26	\$54.54	\$54.00	\$54.00	\$61.08
Apprentice level 2 (50%)	1.9%	\$48.40	\$47.50	\$50.50	\$50.00	\$50.00	\$55.91
Apprentice level 1 (45%)	1.9%	\$43.59	\$42.78	\$45.45	\$45.00	\$45.00	\$49.69
Low Voltage Technician	1.9%	\$116.39	\$114.22	\$106.50	\$105.00	\$105.00	\$85.41
Low Voltage Installer	1.9%	\$76.82	\$75.39	\$78.78	\$78.00	\$78.00	\$62.50

		<i>(550 hours)</i>	<i>(550 hours)</i>	<i>(550 hours)</i>	<i>(550 hours)</i>	<i>(550 hours)</i>	<i>(40 days)</i>
Total Annual Amount of Quote	1.9%	\$40,207.19	\$39,457.50	\$35,047.00	\$34,700.00	\$34,700.00	\$23,604.80

hourly rates *daily rates*

CONTRACT

ELEVATOR SERVICE - Quote #4285

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2019 through June 30, 2020 (FY20)
Independent School District No. 709

Contractor:	Schindler Elevator Corporation		
Contact:	Robert Hoffman		
Address:	895 Blue Gentian Road, Suite 12, Eagan, Minnesota 55121		
Phone:	651-406-5345	fax:	651-406-5321
Correspondance Email Address	robert.hoffman@schindler.com - 612-246-6785		
Emergency Contact & Phone Number	800-225-3123 (ask for local superintendent)		

REGULAR HOURLY RATE	FY19 <i>First Year</i>	FY20 Second Year	FY21 <i>Third Year</i>
Mechanic in Charge	\$146.25	\$149.03	
Mechanic	\$140.00	\$142.66	
Apprentice 4th Year	\$104.00	\$105.98	
Apprentice 3rd Year	\$91.00	\$92.73	
Apprentice 2nd Year	\$78.00	\$79.48	
Apprentice 1st Year	\$65.00	\$66.24	
Probation Apprentice	\$65.00	\$66.24	

OVERTIME HOURLY RATE	FY19 <i>First Year</i>	FY20 Second Year	FY21 <i>Third Year</i>
Mechanic in Charge	\$248.63	\$253.35	
Mechanic	\$238.00	\$242.52	
Apprentice 4th Year	\$176.80	\$180.16	
Apprentice 3rd Year	\$154.70	\$157.64	
Apprentice 2nd Year	\$132.60	\$135.12	
Apprentice 1st Year	\$110.50	\$112.60	
Probation Apprentice	\$110.50	\$112.60	

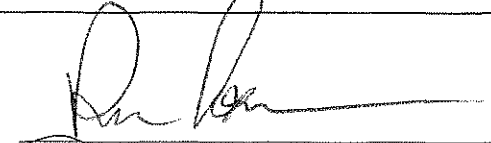
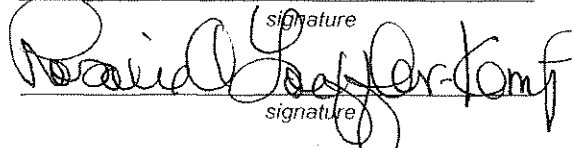
HOLIDAY HOURLY RATE	FY19 <i>First Year</i>	FY20 Second Year	FY21 <i>Third Year</i>
Mechanic in Charge	\$292.50	\$298.06	
Mechanic	\$280.00	\$285.32	
Apprentice 4th Year	\$208.00	\$211.95	
Apprentice 3rd Year	\$182.00	\$185.46	
Apprentice 2nd Year	\$156.00	\$158.96	
Apprentice 1st Year	\$130.00	\$132.47	
Probation Apprentice	\$130.00	\$132.47	

SERVICE COST PER BUILDING			
1	Congdon Park ES	\$450.00	\$458.55
2	Congdon Park ES Lift	\$396.00	\$403.52
3	Denfeld HS	\$450.00	\$458.55
4	Denfeld HS	\$444.00	\$452.44
5	East HS	\$486.00	\$495.23
6	HOCHS	\$450.00	\$458.55
7	Homecroft ES	\$450.00	\$458.55
8	Laura MacArthur ES	\$486.00	\$495.23
8a	Laura MacArthur ES	\$486.00	\$495.23
9	Lester Park ES	\$486.00	\$495.23
10	Lincoln Park MS	\$486.00	\$495.23
12	Myer-Wilkins ES	\$444.00	\$452.44
15	Ordean East MS - South	\$450.00	\$458.55
16	Ordean East MS - North	\$450.00	\$458.55
17	Piedmont ES	\$444.00	\$452.44
18	STC Main Campus (closed)	\$450.00	\$458.55

Total Amount \$7,308.00 **\$7,446.85**

(1.9% increase over FY19 contract)

Estimated Annual Amount of Quote \$30,244.43

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2019/2020 Contract		 <small>signature</small>	4/23/19 <small>date</small>
ISD 709, School Board Chair		 <small>signature</small>	5/14/19 <small>date</small>

COMPARISON ELEVATOR SERVICE

July 1, 2019 through June 30, 2020

Service Cost Per Building	change from FY19	FY20 Quote #4285 2nd Year	FY19 Quote #4285	FY18 Quote 4201-1 3rd Year	FY17 Quote 4201-1 2nd Year	FY16 Quote 4201-1	FY15 Quote #4108 third Year
<i>Central HS (closed)</i>							<i>not in use</i>
1 Congdon Park ES	1.9%	\$458.55	\$450.00	\$454.50	\$450.00	\$450.00	\$490.74
2 Congdon Park ES Lift	1.9%	\$403.52	\$396.00	\$399.96	\$396.00	\$396.00	\$234.00
3 Denfeld HS	1.9%	\$458.55	\$450.00	\$454.50	\$450.00	\$450.00	\$490.74
4 Denfeld HS	1.9%	\$452.44	\$444.00	\$448.44	\$444.00	\$444.00	\$459.68
5 East HS	1.9%	\$495.23	\$486.00	\$490.86	\$486.00	\$486.00	\$459.68
6 HOCHS	1.9%	\$458.55	\$450.00	\$454.50	\$450.00	\$450.00	\$490.74
7 Homecroft ES	1.9%	\$458.55	\$450.00	\$454.50	\$450.00	\$450.00	\$472.10
8 Laura MacArthur ES	1.9%	\$495.23	\$486.00	\$490.86	\$486.00	\$486.00	\$453.46
9 Laura MacArthur ES	1.9%	\$495.23	\$486.00	\$448.44	<i>new elevator</i>		
10 Lester Park ES	1.9%	\$495.23	\$486.00	\$490.86	\$486.00	\$486.00	\$453.46
11 Lincoln Park MS	1.9%	\$495.23	\$486.00	\$490.86	\$486.00	\$486.00	\$459.68
<i>Morgan Park MS (sold)</i>					<i>bldg sold</i>	\$450.00	\$534.22
12 Myers Wilkins ES	1.9%	\$452.44	\$444.00	\$448.44	\$444.00	\$444.00	\$344.76
<i>Nettleton ES (closed)</i>				<i>not in use</i>	\$450.00	\$450.00	\$465.89
<i>Nettleton ES (closed)</i>					<i>not in use</i>	\$450.00	\$490.74
13 Ordean East MS - South	1.9%	\$458.55	\$450.00	\$454.50	\$450.00	\$450.00	\$465.89
14 Ordean East MS - North	1.9%	\$458.55	\$450.00	\$454.50	\$450.00	\$450.00	\$472.10
15 Piedmont ES	1.9%	\$452.44	\$444.00	\$448.44	\$444.00	\$444.00	\$453.46
16 S.T.C. Main Campus	1.9%	\$458.55	\$450.00	\$454.50	\$450.00	\$450.00	\$459.68
<i>Woodland MS (sold)</i>							<i>bldg sold</i>
Total Amount of Inspections	1.9%	\$7,446.85	\$7,308.00	\$7,338.66	\$7,272.00	\$8,172.00	\$8,151.02

REGULAR Hourly Rates

Mechanical in Charge (50 hrs)	1.9%	\$149.03	\$146.25	\$147.71	\$146.25	\$146.25	\$136.66
Mechanical (50 hrs)	1.9%	\$142.66	\$140.00	\$131.30	\$130.00	\$130.00	
Apprentice 4th Year (20 hrs)	1.9%	\$105.98	\$104.00	\$105.04	\$104.00	\$104.00	
Apprentice 3rd Year (20 hrs)	1.9%	\$92.73	\$91.00	\$91.91	\$91.00	\$91.00	
Apprentice 2nd Year (20 hrs)	1.9%	\$79.48	\$78.00	\$78.78	\$78.00	\$78.00	
Apprentice 1st Year (20 hrs)	1.9%	\$66.24	\$65.00	\$65.65	\$65.00	\$65.00	
Probation Apprentice (20 hrs)	1.9%	\$66.24	\$65.00	\$65.65	\$65.00	\$65.00	
Total Amount of Labor	1.9%	\$22,797.58	\$22,372.50	\$22,091.10	\$21,872.50	\$21,872.50	

Total Amount of Quote	1.9%	\$30,244.43	\$29,680.50	\$29,429.76	\$29,144.50	\$30,044.50	
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OVERTIME Hourly Rates

Mechanical in Charge	1.9%	\$253.35	\$248.63	\$251.12	\$248.63	\$248.63	\$231.91
Mechanical	1.9%	\$242.52	\$238.00	\$223.21	\$221.00	\$221.00	
Apprentice 4th Year	1.9%	\$180.16	\$176.80	\$178.57	\$176.80	\$176.80	
Apprentice 3rd Year	1.9%	\$157.64	\$154.70	\$156.25	\$154.70	\$154.70	
Apprentice 2nd Year	1.9%	\$135.12	\$132.60	\$133.93	\$132.60	\$132.60	
Apprentice 1st Year	1.9%	\$112.60	\$110.50	\$111.61	\$110.50	\$110.50	
Probation Apprentice	1.9%	\$112.60	\$110.50	\$111.61	\$110.50	\$110.50	

HOLIDAY Hourly Rates

Mechanical in Charge	1.9%	\$298.06	\$292.50	\$295.43	\$292.50	\$292.50	\$273.32
Mechanical	1.9%	\$285.32	\$280.00	\$262.60	\$260.00	\$260.00	
Apprentice 4th Year	1.9%	\$211.95	\$208.00	\$210.08	\$208.00	\$208.00	
Apprentice 3rd Year	1.9%	\$185.46	\$182.00	\$183.82	\$182.00	\$182.00	
Apprentice 2nd Year	1.9%	\$158.96	\$156.00	\$157.56	\$156.00	\$156.00	
Apprentice 1st Year	1.9%	\$132.47	\$130.00	\$131.30	\$130.00	\$130.00	112
Probation Apprentice	1.9%	\$132.47	\$130.00	\$131.30	\$130.00	\$130.00	

CONTRACT

INSPECTION AND TESTING OF FIRE ALARM SYSTEMS

Quote #4286

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2019 through June 30, 2020 (FY20)
Independent School District No. 709

Contractor:	Northland Fire & Safety, Inc.		
Contact:	Mary Randby		
Address:	2213 East 5th Street, Superior, Wisconsin 54880		
Phone:	715-398-6643	fax 715-398-6647	
Correspondance Email Address	mrandby@northlandfire.com		
Emergency Contact & Phone Number	Mary Randby 715-398-6643		

INSPECTION	FY19 <i>First Year</i>	FY20 Second Year	FY21 <i>Third Year</i>
Total Amount of Quote <i>(see page 2 of 2)</i>	\$11,415.00	\$10,026.96	

(Contractors annual inspection cost)

ADD/DEDUCT PER DEVICE CHARGE

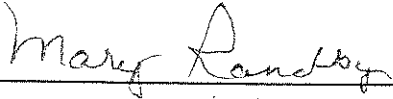
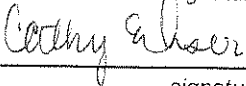
Smoke/Heat Detector	\$1.00	\$1.02	
Signaling Notification Device	\$0.75	\$0.76	
Other Initiating Device	\$1.00	\$1.02	
Accessory Device	\$1.00	\$1.02	

ADD ALTERNATE CLEANING/INSPECTIONS

Duct Cleaning (25 duct hoods)	\$4,925.00	\$5,018.58	
ANSUL System Inspection (19 systems)	\$3,870.00	\$3,943.53	

(1.9% increase over FY19 contract)

Estimated Annual Amount of Quote \$18,989.07

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2019/2020 Contract		 <small>signature</small>	<u>4-5-19</u> <small>date</small>
ISD 709, Cathy Erickson		 <small>signature</small>	<u>5-9-19</u> <small>date</small>
CFO/Executive Director of Business Services			

INSPECTION BREAKDOWN PER BUILDING

LOCATION	FY19 First Year	FY20 Second Year	FY21 Third Year
1) Central High School (<i>closed</i>)	\$370.00	\$377.03	
2) Congdon Park Elementary School	\$395.00	\$402.51	
3) Denfeld High School	\$1,765.00	\$1,798.54	
Sensitivity Testing (FY21)			
4) East High School	\$940.00	\$957.86	
Sensitivity Testing (FY21)			
5) Garfield Avenue Building	\$265.00	\$270.04	
6) Historic Old Central High School		\$560.45	
Sensitivity Testing (FY19)	\$980.00		
7) Homecroft Elementary School		\$463.65	
Sensitivity Testing (FY19)	\$700.00		
8) Lakewood Elementary School		\$366.84	
Sensitivity Testing (FY19)	\$525.00		
9) Laura MacArthur Elementary School	\$620.00	\$631.78	
Sensitivity Testing (FY21)			
10) Lester Park Elementary School	\$315.00	\$320.99	
Sensitivity Testing (FY21)			
11) Lincoln Park Middle School	\$440.00		
Sensitivity Testing (FY20)		\$519.69	
12) Lowell Elementary School		\$473.84	
Sensitivity Testing (FY19)	\$825.00		
14) Myers-Wilkins Elementary School	\$615.00	\$626.69	
15) Nettleton Elementary School (<i>closed</i>)	\$350.00	<i>closed</i>	
16) Ordean East Middle School	\$640.00		
Sensitivity Testing (FY20)		\$743.87	
13) Piedmont Elementary School	\$380.00	\$387.22	
Sensitivity Testing (FY21)			
14) Rockridge Academy	\$185.00	\$188.52	
15) S.T.C. Main Campus (<i>closed</i>)	\$400.00	\$407.60	
16) S.T.C. Upper Campus - Facilities	\$95.00	\$96.81	
17) Stowe Elementary School		\$433.08	
Sensitivity Testing (FY19)	\$610.00		
Total Amount of Quote	\$11,415.00	\$10,026.96	

COMPARISON

ANNUAL INSPECTION AND TESTING OF FIRE ALARM SYSTEMS

July 1, 2019 through June 30, 2020

		change from FY19	FY20 Quote #4286 2nd Year	FY19 Quote #4286	FY18 Quote #4202 3rd Year	FY17 Quote #4202 2nd Year	FY16 Quote #4202	FY15 Quote #4109 3rd Year
1	Central HS (closed)	1.9%	\$377.03	\$370.00	\$338.35	\$335.00	\$335.00	\$616.01
2	Congdon Park ES	1.9%	\$402.51	\$395.00	\$358.55		\$355.00	\$360.00
	Sensitivity Testing					\$560.00		
3	Denfeld HS	1.9%	\$1,798.54	\$1,765.00	\$1,661.45	\$1,645.00		\$1,351.07
	Sensitivity Testing						\$3,000.00	
4	East HS	1.9%	\$957.86	\$940.00	\$878.70	\$870.00		\$170.83
	Sensitivity Testing						\$1,003.00	
5	Garfield Avenue Building	1.9%	\$270.04	\$265.00	\$237.35	\$235.00	\$235.00	\$403.77
6	Historic Old Central HS		\$560.45		\$508.03	\$503.00	\$503.00	\$704.01
	Sensitivity Testing			\$980.00				
7	Homecroft ES		\$463.45		\$419.15	\$415.00	\$415.00	\$383.06
	Sensitivity Testing			\$700.00				
8	Lakewood ES		\$366.84		\$328.25	\$325.00	\$325.00	\$248.47
	Sensitivity Testing			\$525.00				
9	Laura MacArthur ES	1.9%	\$631.78	\$620.00	\$575.70	\$570.00		\$533.18
	Sensitivity Testing						\$872.00	
10	Lester Park ES	1.9%	\$320.99	\$315.00	\$282.80	\$280.00		\$129.41
	Sensitivity Testing						\$355.00	
11	Lincoln Park MS			\$440.00	\$404.00	\$400.00	\$400.00	\$209.44
	Sensitivity Testing		\$519.69					
12	Lowell ES		\$473.84		\$429.25	\$425.00	\$425.00	\$440.01
	Sensitivity Testing			\$825.00				
	Morgan Park MS (sold)					sold	\$555.00	\$817.89
13	Myers-Wilkins ES	1.9%	\$626.69	\$615.00	\$570.65		\$565.00	\$652.00
	Sensitivity Testing					\$935.00		
14	Nettleton ES (closed)		sold	\$350.00	\$318.15	\$315.00	\$315.00	\$465.89
15	Ordean East MS			\$640.00	\$595.90	\$590.00	\$590.00	\$148.00
	Sensitivity Testing		\$743.87					
16	Piedmont ES	1.9%	\$387.22	\$380.00	\$348.45	\$345.00		\$196.71
	Sensitivity Testing						\$465.00	
17	Rockridge Academy	1.9%	\$188.52	\$185.00	\$161.60	\$160.00	\$160.00	\$232.94
18	S.T.C. Main Campus	1.9%	\$407.60	\$400.00	\$363.60	\$360.00	\$360.00	\$486.59
19	S.T.C. Upper - Facilities	1.9%	\$96.81	\$95.00	\$75.75	\$75.00	\$75.00	\$88.00
20	Stowe ES		\$433.08		\$388.85	\$385.00	\$385.00	\$289.89
	Sensitivity Testing			\$610.00				
	Woodland MS (sold)							sold
Total Amount with Sensitivity		-65.3%	\$1,263.56	\$3,640.00		\$1,495.00	\$5,695.00	
Total Amount Inspections (1-20)		12.7%	\$8,763.22	\$7,775.00	\$9,244.53	\$8,233.00	\$5,998.00	\$8,927.17
TOTAL AMOUNT OF QUOTE		-12.2%	\$10,026.96	\$11,415.00	\$9,244.53	\$9,728.00	\$11,693.00	
Smoke/Heat Detector		1.9%	\$1.02	\$1.00	\$1.01	\$1.00	\$1.00	\$1.81
Signaling Notification Device		1.9%	\$0.76	\$0.75	\$0.76	\$0.75	\$0.75	\$0.78
Other Initiating Device		1.9%	\$1.02	\$1.00	\$1.01	\$1.00	\$1.00	\$1.81
Accessory Device		1.9%	\$1.02	\$1.00	\$1.01	\$1.00	\$1.00	\$1.81
Kitchen Hood Cleaning		1.9%	\$5,018.58	\$4,925.00	\$4,444.00	\$4,400.00	\$4,400.00	newly added
Ansul System Inspection		1.9%	\$1,971.77	\$1,935.00	\$3,484.50	\$3,450.00	\$3,450.00	newly added
			25/19	25/19	24/18	24/18	24/18	115
Total Annual Amount of Quote			\$18,989.07					

CONTRACT

GLASS REPLACEMENT SERVICES

Quote #4287

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2019 through June 30, 2020 (FY20)
Independent School District No. 709

Contractor:	Superior Glass, Inc.		
Contact:	Tim Rooney		
Address:	823 Belknap Street, Suite 110, Superior, Wisconsin 54880		
Phone Number:	715-394-5588	fax 715-394-5580	
Correspondance Email Address	trooney@superiorglass.com (715-399-3176)		
Emergency Contact/Phone Number	Julie Mciaren 715-394-5588		


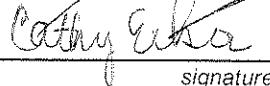
		FY19 First Year	FY20 Second Year	FY21 Third Year
HOURLY RATES	REGULAR	\$77.08	\$78.54	
	OVERTIME	\$115.62	\$117.82	
	HOLIDAY	\$154.16	\$157.09	

MULLIONS	\$4.34	\$4.42	
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Estimated Annual Amount of Quote \$23,563.36

Type of Glass	1/8 inch		3/16 inch		1/4 inch		3/8 inch		1/2 inch	
Clear Plate	3.99	4.07	5.05	5.15	5.65	5.76	9.98	10.17	16.93	17.25
Clear Tempered	8.03	8.18	8.62	8.78	8.67	8.83	13.10	13.35	18.74	19.10
DSB Window	3.99	4.07								
Clear Insulated	10.68	10.88	10.73	10.93	10.79	11.00				
Obscured Insulated	18.40	18.75	18.56	18.91	18.56	18.91				
Low "E" Insulated	14.07	14.34	14.12	14.39	14.23	14.50				

(1.9% increase over FY19 contract)

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2019/2020 Contract		 _____ <i>signature</i>	4/2/19 _____ <i>date</i>
ISD 709, Cathy Erickson CFO/Executive Director of Business Services		 _____ <i>signature</i>	5-9-19 _____ <i>date</i>

COMPARISON

GLASS REPLACEMENT SERVICES

July 1, 2019 through June 30, 2020

	change from FY18	FY20 Quote #4287 2nd Year	FY19 Quote #4287	FY18 Quote #4203 3rd Year	FY17 Quote #4203 2nd Year	FY16 Quote #4203	FY15 Quote #4110 3rd Year	FY14 Quote #4110 2nd Year
Regular Hourly Rate	1.9%	\$78.54	\$77.08	\$72.72	\$72.00	\$72.00	\$70.06	\$68.82
Overtime Hourly Rate	1.9%	\$117.82	\$115.62	\$109.08	\$108.00	\$108.00	\$105.09	\$103.24
Holiday Hourly Rate	1.9%	\$157.09	\$154.16	\$145.44	\$144.00	\$144.00	\$140.12	\$137.64
Total Amount of Quote (300 hrs)	1.9%	\$23,563.36	\$23,124.00	\$21,816.00	\$21,600.00	\$21,600.00	\$21,018.00	\$20,646.00
Mullion Opening	1.9%	\$4.42	\$4.34	\$4.22	\$4.18	\$4.18	\$4.18	\$4.11
Glass Per Square Foot								
Clear Plate (1/8")	1.9%	\$4.07	\$3.99	\$3.88	\$3.84	\$3.84	\$3.91	\$3.84
Clear Plate (3/16")	1.9%	\$5.15	\$5.05	\$4.90	\$4.85	\$4.85	\$4.94	\$4.85
Clear Plate (1/4")	1.9%	\$5.76	\$5.65	\$5.49	\$5.44	\$5.44	\$5.63	\$5.53
Clear Plate (3/8")	1.9%	\$10.17	\$9.98	\$9.69	\$9.59	\$9.59	\$9.76	\$9.59
Clear Plate (1/2")	1.9%	\$17.25	\$16.93	\$16.44	\$16.28	\$16.28	\$16.58	\$16.28
Clear Tempered (1/8")	1.9%	\$8.18	\$8.03	\$7.80	\$7.72	\$7.72	\$7.99	\$7.85
Clear Tempered (3/16")	1.9%	\$8.78	\$8.62	\$8.37	\$8.29	\$8.29	\$8.58	\$8.43
Clear Tempered (1/4")	1.9%	\$8.83	\$8.67	\$8.42	\$8.34	\$8.34	\$8.63	\$8.48
Clear Tempered (3/8")	1.9%	\$13.35	\$13.10	\$12.72	\$12.59	\$12.59	\$12.82	\$12.59
Clear Tempered (1/2")	1.9%	\$19.10	\$18.74	\$18.20	\$18.02	\$18.02	\$18.35	\$18.02
DSB Window (1/8")	1.9%	\$4.07	\$3.99	\$3.88	\$3.84	\$3.84	\$3.91	\$3.84
Clear Insulated (1/8")	1.9%	\$10.88	\$10.68	\$10.37	\$10.27	\$10.27	\$10.46	\$10.27
Clear Insulated (3/16")	1.9%	\$10.93	\$10.73	\$10.42	\$10.32	\$10.32	\$10.51	\$10.32
Clear Insulated (1/4")	1.9%	\$11.00	\$10.79	\$10.48	\$10.38	\$10.38	\$10.57	\$10.38
Obscured Insulated (1/8")	1.9%	\$18.75	\$18.40	\$11.78	\$11.66	\$11.66	\$12.07	\$11.86
Obscured Insulated (3/16")	1.9%	\$18.91	\$18.56	\$11.89	\$11.77	\$11.77	\$12.19	\$11.97
Obscured Insulated (1/8")	1.9%	\$18.91	\$18.56	\$11.89	\$11.77	\$11.77	\$12.19	\$11.97
Low "E" Insulated (1/8")	1.9%	\$14.34	\$14.07	\$13.66	\$13.52	\$13.52	\$14.00	\$13.75
Low "E" Insulated (3/16")	1.9%	\$14.39	\$14.12	\$13.71	\$13.57	\$13.57	\$14.05	\$13.80
Low "E" Insulated (1/4")	1.9%	\$14.50	\$14.23	\$13.87	\$13.73	\$13.73	\$14.21	\$13.96

CONTRACT

Annual Testing & Maintenance of Sprinkler Systems - Quote #4288

Second Year of Contract (First of Two Renewable Years)

for the period of July 1, 2019 through June 30, 2020 (FY20)

Independent School District No. 709

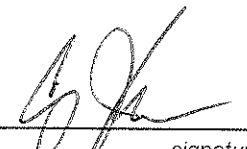
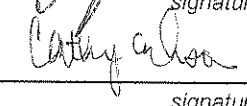
Contractor:	A.G. O'Brien Plumbing and Heating Co.		
Contact:	Craig Johnson		
Address:	4907 Lightning Drive, Hermatown, Minnesota 55811		
Phone:	218-729-9662	fax 218-729-9774	
Correspondance Email Address	craig@agobrien.com (218-343-2006)		
Emergency Contact & Phone Number	218-606-2316 OR 218-343-2006		

HOURLY RATE	FY19 <i>First Year</i>	FY20 Second Year	FY21 <i>Third Year</i>
REGULAR Hourly Rate	\$97.50	\$99.35	
OVERTIME Hourly Rate	\$133.89	\$136.43	
HOLIDAY Hourly Rate	\$178.53	\$181.92	

ANNUAL SERVICE COST PER BUILDING

1	Central High School (<i>closed</i>)	\$343.00	\$349.52	
2	Congdon Park Elementary School	\$343.00	\$349.52	
3	Denfeld High School	\$684.00	\$697.00	
4	East High School	\$298.00	\$303.66	
5	Historic Old Central High School	\$930.00	\$947.67	
5A	Fire Pump Testing	\$186.00	\$189.53	
6	Homecroft Elementary School	\$136.00	\$138.58	
7	Lakewood Elementary School	\$136.00	\$138.58	
7A	Fire Pump Testing	\$186.00	\$189.53	
8	Laura MacArthur Elementary School	\$262.00	\$266.98	
9	Lester Park Elementary School	\$343.00	\$349.52	
10	Lincoln Park Middle School	\$392.00	\$399.45	
10A	Fire Pump Testing	\$186.00	\$189.53	
11	Lowell Elementary School	\$136.00	\$138.58	
12	Myers-Wilkins Elementary School	\$340.00	\$346.46	
13	Nettleton Elementary School (<i>closed</i>)	\$276.00	\$281.24	
14	Ordean East Middle School	\$340.00	\$346.46	
15	Piedmont Elementary School	\$340.00	\$346.46	
16	Rockridge Elementary School (<i>closed</i>)	\$136.00	\$138.58	
17	STC Main Campus (<i>closed</i>)	\$198.00	\$201.76	
18	STC Upper - Facilities Offices	\$136.00	\$138.58	
19	Stowe Elementary School	\$136.00	\$138.58	
<i>Total</i>		\$6,463.00	\$6,585.77	

(1.9% increase over FY19 contract)

Insurance Received	<input checked="" type="checkbox"/>		
Acceptance of 2019/2020 Contract		 _____ <i>signature</i>	<u>4/4/2019</u> date
ISD 709, Cathy Erickson		 _____ <i>signature</i>	<u>5-10-19</u> date
CFO/Executive Director of Business Services			

COMPARISON
TESTING AND MAINTENANCE OF SPRINKLER SYSTEMS
 July 1, 2019 through June 30, 2020

	change	FY20	FY19	FY18	FY17	FY16	FY15	FY14
	from	Quote #4288	Quote #4288	Quote #4205	Quote #4205	Quote #4205	Quote #4112	Quote #4112
ANNUAL SERVICE COST	FY19	2nd Year	3rd Year	2nd Year	3rd Year	2nd Year	3rd Year	2nd Year
1 Central HS (closed)	1.9%	\$349.52	\$343.00	\$323.20	\$320.00	\$320.00	\$339.58	\$333.58
2 Congdon Park ES	1.9%	\$349.52	\$343.00	\$202.00	\$200.00	\$200.00	\$339.58	
3 Denfeld HS	1.9%	\$697.00	\$684.00	\$328.25	\$325.00	\$325.00	\$339.58	\$333.58
4 East HS	1.9%	\$303.66	\$298.00	\$277.75	\$275.00	\$275.00	\$297.13	\$291.88
5 HOCHS	1.9%	\$947.67	\$930.00	\$767.60	\$760.00	\$760.00	\$911.07	\$894.96
5A Fire Pump Testing	1.9%	\$189.53	\$186.00	<i>newly added</i>				
6 Homecroft ES	1.9%	\$138.58	\$136.00	\$121.20	\$120.00	\$120.00	\$127.34	\$125.09
7 Lakewood ES	1.9%	\$138.58	\$136.00	\$121.20	\$120.00	\$120.00	\$127.34	\$125.09
7A Fire Pump Testing	1.9%	\$189.53	\$186.00	<i>newly added</i>				
8 Laura MacArthur ES	1.9%	\$266.98	\$262.00	\$247.45	\$245.00	\$245.00	\$254.69	\$250.18
9 Lester Park ES	1.9%	\$349.52	\$343.00	\$323.20	\$320.00	\$320.00	\$339.58	\$333.58
10 Lincoln Park MS	1.9%	\$399.45	\$392.00	\$404.00	\$400.00	\$400.00	\$424.48	\$416.97
10A Fire Pump Testing	1.9%	\$189.53	\$186.00	<i>newly added</i>				
11 Lowell ES	1.9%	\$138.58	\$136.00	\$121.20	\$120.00	\$120.00	\$127.34	\$125.09
Morgan Park MS (sold)					<i>sold</i>	\$120.00	\$127.34	\$125.09
12 Myers-Wilkins ES	1.9%	\$346.46	\$340.00	\$277.75	\$275.00	\$275.00	\$339.58	
13 Nettleton ES (closed)	1.9%	\$281.24	\$276.00	\$247.45	\$245.00	\$245.00	\$254.69	\$250.18
14 Ordean East MS	1.9%	\$346.46	\$340.00	\$323.20	\$320.00	\$320.00	\$339.58	\$333.58
15 Piedmont ES	1.9%	\$346.46	\$340.00	\$323.20	\$320.00	\$320.00	\$339.58	\$333.58
16 Rockridge Academy	1.9%	\$138.58	\$136.00	\$121.20	\$120.00	\$120.00	\$127.34	\$125.09
17 S.T.C. Main (closed)	1.9%	\$201.76	\$198.00	\$161.60	\$160.00	\$160.00	\$169.79	\$166.79
18 S.T.C. Upper - Facilities	1.9%	\$138.58	\$136.00	\$121.20	\$120.00	\$120.00	\$127.34	\$125.09
19 Stowe ES	1.9%	\$138.58	\$136.00	\$121.20	\$120.00	\$120.00	\$127.34	\$125.09
Woodland MS (sold)							<i>sold</i>	\$208.49
Total Annual Amount of Quote	1.9%	\$6,585.77	\$6,463.00	\$4,933.85	\$4,885.00	\$5,005.00	\$5,580.29	\$5,022.98
HOURLY RATE								
REGULAR Hourly Rate	1.9%	\$99.35	\$97.50	\$80.80	\$80.00	\$80.00	\$80.75	\$79.33
OVERTIME Hourly Rate	1.9%	\$136.43	\$133.89	\$128.27	\$127.00	\$127.00	\$105.60	\$103.73
HOLIDAY Hourly Rate	1.9%	\$181.92	\$178.53	\$171.70	\$170.00	\$170.00	\$131.48	\$129.16

**No Cost Contracts Signed
May 2019**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the month of May 2019:

Name	Contract Source	Description
Lakeshore, Inc. dba Ecumen Duluth the Fountain	Career & Technical Education	MOU for clinical field experience program
Luther College	Superintendent	MOU for clinical field experience program

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of April 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeshore, Inc. dba Ecumen Duluth the Fountains an independent Facility, hereinafter called Facility.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Facility will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. DATES OF SERVICE

This Agreement shall be deemed to be effective as of May 1, 2019, and shall remain in effect until June 7, 2019, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. WITNESSETH THAT:

- I. WHEREAS, the District has established a Nursing Assistant Offering for qualified students preparing for and/or engaged in nursing assistant careers; and
- II. WHEREAS, the Facility has suitable clinical facilities in nursing assistant for the educational needs of the nursing assistant offering of the District; and
- III. WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified nursing assistant personal; and
- IV. WHEREAS, the District and the Facility are desirous of cooperating to furnish a clinical experience program for students of nursing assistant offering enrolled with the District;

NOW, THEREFORE, it is mutually agreed by and between the District and the Facility

3. DISTRICT RESPONSIBILITIES

- a) The District will designate a faculty member as the liaison to the Facility.
- b) The District faculty will be on site at the Facility. The District faculty so assigned will hold current licensure valid in the State of Minnesota.
- c) The District faculty will be responsible for planning, directing and evaluating the students' learning experiences. The District faculty will attend the Facility's orientation for clinical experience instructors as deemed necessary by the District and the Facility.

- d) The District will provide the Facility, at its request, with objectives for the clinical experience program. Implementation of those objectives will be accomplished by the District in cooperation with the Facility's designated representative.
- e) The District will provide the Facility with a list of the students who are participating in the clinical experience program, the units within the Facility where they are assigned, and the dates of each student's participation in the program.
- f) The District faculty will inform students of the Facility's policies and regulations which relate to the clinical experience program at the Facility.
- g) The District faculty will inform its students who are participating in the clinical experience program that they are encouraged to carry their own health insurance.
- h) The District will maintain a record of students' health examinations and current immunizations and shall obtain students' permission to submit data regarding their health status if requested by the Facility.
- i) The District agrees and represents that it will require all students and faculty to have completed a background study conducted in accordance with Minnesota Statutes Chapter 245C, Human Services Background Studies, as a pre-condition to participation in the clinical experience. District will not allow a student or faculty member to the Facility if his/her background study documents ineligibility to have direct contact with Facility's patients or residents under applicable law or regulations. If requested, District shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

4. FACILITY RESPONSIBILITIES

- a) The Facility will maintain current accreditation by the Joint Commission on Accreditation of Health Care Organizations (d/b/a "The Joint Commission") or any other appropriate and required accrediting body.
- b) The Facility is responsible for the safety and quality of care provided to its patients by the students who are participating in the clinical experience program at the Facility. In order to effectively fulfill that duty, it is agreed that Facility has ultimate control over all persons involved in the program and may immediately terminate the participation in the program of any of the students enrolled in the program where an emergency exists involving health and safety; and in all other (non-emergency) instances, Facility shall consult with the District before taking any action to terminate the participation of a student.
- c) The Facility will provide the District with a copy of its policies and regulations which relate to the clinical experience program.
- d) The Facility will permit the District faculty and students to use its patient care and patient service facilities for clinical instruction.
- e) The Facility will allow a reasonable amount of Facility staff time for orientation and joint conferences with District faculty, for planning with District faculty, and for such other assistance as shall be mutually agreeable.
- f) When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the District faculty and students who are participating in the clinical experience program.

- g) The District faculty and students participating in the clinical experience program will be permitted to use the Facility's library in accordance with the Facility's policies.
- h) The Facility will make locker or cloak room facilities available for the District faculty and students during assigned clinical experience program hours. These facilities may be shared by other faculty and students.
- i) The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of District faculty and students who are participating in the clinical experience program. The Facility will permit District faculty to use Facility parking spaces under the same policies governing Facility personnel.
- j) The Facility recognizes that it is the policy of the District to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.
- k) **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**
The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The District is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

5. MUTUAL RESPONSIBILITIES

- a) The District and the Facility assume joint responsibility for the orientation of the District faculty and students to Facility policies and regulations before the District assigns its faculty to the Facility.
- b) **HIPAA.** Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of the Facility's protected health information, the District and faculty engaged in activities pursuant to this Agreement are members of the Facility workforce, as that term is defined in 45 CFR 160.103. The District students and faculty are not, and shall not be construed to be, employees of Facility. The District shall cooperate with Facility in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. Prior to placement at Facility, the District shall instruct its students and faculty to comply with Facility's policies and procedures governing the use and disclosure of individually identifiable health information.
- c) Personnel of the District and the Facility will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:
 - 1) Communication to familiarize Facility personnel with the clinical experience program's philosophy, goals and curriculum;
 - 2) Communication to familiarize the District faculty with the Facility's philosophy, policy and program expectations

- 3) Communication to keep both parties and the parties' personnel who are assigned to the clinical experience program informed of changes in philosophy, policies, and any new programs which are contemplated;
 - 4) Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
 - 5) Communication to identify areas of mutual need or concern;
 - 6) Communication to seek solutions to any problems which may arise in the clinical experience programs; and
 - 7) Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or the District's nursing assistant curriculum.
- d) **INSURANCE.** Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.

e) **Commercial General Liability Insurance**

- 1) The Facility will maintain Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage.

f) **Professional Liability Insurance**

- 1) The School will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.
- 2) The Facility will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.
- 3) If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.

g) **Additional Conditions:**

- 1) An Umbrella or Excess Liability insurance policy may be used to supplement the Facility's policy limits to satisfy the full policy limits required by the Agreement.
- 2) Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.
- 3) If Facility receives a cancellation notice from the carrier affording coverage herein, Facility agrees to notify the District within five (5) business days with a copy of the cancellation notice, unless Facility's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days' advance written notice to the District.

- 4) Each party, at its sole expense, shall provide and maintain Workers' Compensation insurance as such party may be required to obtain by law. The District is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the District, not to students.

6. STUDENT REQUIREMENTS

- a) Students will be required to be proficient in skill and expectations before allowed to enter clinical setting at Facility.
- b) Each student will be required, as a condition for participation in the clinical experience program, to submit the results of a health examination to the District and, if requested, to the Facility, to verify that no health problems exist which would jeopardize student or patient welfare. The health examination shall include an update of required immunizations. The health examination shall include a Mantoux test, chest x-ray or CT scan, or TB blood tests (QuantiFERON-TB Gold in-Tube test or T-SPOT.TB test) and verification of immunity for rubeola and rubella. A list of those students with positive Mantoux or negative rubeola/rubella results may, at the request of the Facility, be provided to the Facility.
- c) Students participating in the clinical experience program shall be encouraged to carry their own health insurance.
- d) Students participating in the clinical experience program shall be encouraged to carry their own professional liability insurance if professional liability insurance is not provided by the District.

7. EMERGENCY MEDICAL CARE AND INFECTIOUS DISEASE EXPOSURE

- a) Any emergency medical care available at the Facility will be available to District faculty and students. District faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the District.
- b) Any District faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the District faculty member or student who receives the treatment and not the responsibility of the Facility or the District.
- c) The Facility shall follow, for District faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures which the Facility follows for its employees.
- d) District faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program must report the fact to their District and to the Facility. Before returning to the Facility, such a District faculty member or student must submit proof of recovery to the District or Facility, if requested.

8. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof.

9. TERM OF AGREEMENT

This Agreement is effective on the later of May 1, 2019, or when fully executed, and shall remain in effect until June 7, 2019. This Agreement may be terminated by either party at any time upon 60 days written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

10. FINANCIAL CONSIDERATION

- a) The District and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the District or the Facility to the other party, except that, where applicable, the Facility shall pay the tuition and other educational fees of students it places in the clinical experience program.
- b) The Facility is not required to reimburse the District faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement.

11. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

Neither the District nor the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

12. STATE AUDIT

The books, records, documents and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the District and the Legislative Auditor.

13. DATA PRIVACY

The requirements of Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute apply to this contract. The Facility and District must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the District in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the Facility or the District.

In the event the Facility receives a request to release the data referred to in this clause, the Facility must immediately notify the District. The District will give the Facility

instructions concerning the release of the data to the requesting party before the data is released. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.P.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

14. OTHER PROVISIONS

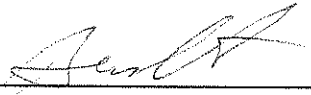
a. Notices.

All notices to be given by Facility to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of **Bradley Vieths, Vocational Programs Coordinator**, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Facility shall be deemed to have been given by depositing the same in writing in the United States Mail to: Lakeshore, Inc. dba Ecumen Duluth the Fountains, 4002 London Rd, Duluth, MN 55804.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

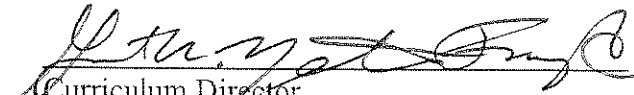
FACILITY



Program Director




Facility Signature



Curriculum Director

Brett K. Anderson, VP Nursing
Ecumen on behalf of Lakeshore
5/1/2019



CFO/Executive Director of Business Services

81-0606178
Taxpayer ID Number



Memorandum of Understanding 2019 – 2020

Duluth Public Schools MN ISD 709

This memorandum of understanding is made and entered into between Luther College, Education Department, 700 College Drive, Decorah, Iowa 52101 and Duluth Public Schools MN ISD 709, 215 N 1st Ave E, Duluth, MN 55802.

PROVISIONS:

1. Luther College and Duluth Public Schools MN ISD 709 agree to participate, if placements are available in the district, in a clinical field experience program, which includes, but is not limited to student teaching, student observations, and other field experiences.
2. Luther College will provide supervision, by one or more Luther faculty member(s) or a credentialed specialist in education, for students participating in clinical field experiences that are placed in Duluth Public Schools MN ISD 709.
3. Student teachers and other field experience enrollees of the Luther College Education Department are to comply with all the contracted school district's rules, regulations, and policies. Termination or change in assignment will be the option of Duluth Public Schools MN ISD 709, as well as the option of Luther College, should circumstances warrant such an action.
4. Cooperating teachers must have at least three years of teaching experience in the appropriate subject area. It may not be their first year in their current assignment/building.
5. Luther College's clinical field experience program requires all students to be screened for any history of criminal behavior. Students are required to follow the guidelines set by Duluth Public Schools MN ISD 709 for this process. If the school does not have a system in place by which the student can complete this requirement, Luther College will process an extensive National background check for the student. The student will be required to pay the processing fee and submit the completed report to Duluth Public Schools MN ISD 709. This background check will include:
 - National Sex Offender Registry
 - National Criminal Database
 - Criminal Search – County
 - ID Trace Pro

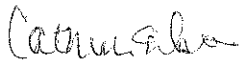
6. Duluth Public Schools MN ISD 709 and Luther College agree to provide equal educational opportunities and equal access to facilities for all qualified persons. To not discriminate in employment, educational programs, and activities on the basis of age, color, creed, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, veteran status, or any other basis protected by federal or state law. This commitment includes the provision of a campus environment that is free from discrimination and harassment. The college will not tolerate any form of illegal discrimination or harassment and will not condone any actions or words that constitute such.

7. Luther College pays cooperating teachers a stipend for each student placed in a clinical field experience. Payment is to be made at the end of each semester after the Luther College Education Department receives the completed Student Teacher Evaluation from the cooperating teacher. Payment for a student teacher who has withdrawn prior to the middle of the term shall be one-half of the normal reimbursement with payment to be made at the end of the period.


- January Term beginning practicum (EDUC 185 & EDUC 215) - \$75
- January Term developing practicum (Methods) - \$100
- Student teaching
 - 4 weeks - \$100
 - 6-9 weeks - \$175

Luther College will send the stipend payment to the cooperating teacher's home address unless the box below is checked.

Please check here if Duluth Public Schools MN ISD 709 requires cooperating teacher's stipend payments to be sent directly to the District instead of the cooperating teacher.

Signature:  Date: 5-8-19
Representative, Duluth Public Schools MN ISD 709

Signature:  Date: 5/1/2019
Department Chair, Luther College Education Department

Signature:  Date: 5/1/2019
Academic Dean, Luther College

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of April, 2019, by and between Independent School District #709, a public corporation, hereinafter called DISTRICT, and Gitchi Gummi Soccer, an independent contractor, hereinafter called GGS.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby GGS will lease the track located at Central High School.

The terms and conditions of this Agreement are as follows:

1. **Leased Premises.** DISTRICT, in consideration of the rents and covenants contained in this Agreement, does lease to GGS and GGS does rent from DISTRICT premises situated in the County of St Louis, and State of Minnesota, described as follows:

Central High School field (the "Premises").

2. **Use.** GGS will use and occupy the Premises, just as they are, during the hours of 6:00 pm to 9:00 pm, Monday through Thursdays, on the following date(s): May 13, 2019 to July 12, 2019, (excluding July 3rd & 4th) for the following purpose(s):

Use of Central High School field, soccer practice

3. **Rent.** GGS agrees to pay to the DISTRICT \$10 per hour, with initial cutting and striping of \$360, and subsequent cuts and striping at \$160.

GGS agrees to pay, within thirty (30) days of receipt of a fully executed copy of this Agreement, rent in the amount of \$990 (breakdown of hours below) plus the cost of the first initial cutting and striping at \$360. **Total due will be \$1,350.00.**

May 13th – 31st (minus Memorial Day on the 27th):

11 days for 3 hours = 33 hours

June:

16 days for 3 hours = 48 hours

July 1st – July 12th (minus the 3rd and 4th):

6 days for 3 hours = 18 hours

Total Hours = 99 x \$10/hour

The District will invoice GGS at the end of the contract term for any additional cuts and striping, and will apply any relevant refunds for days not used to any amounts due.

4. **Storage.** GGS may leave items on the grounds, but will not hold the DISTRICT accountable for items that are stolen or vandalized. There is no secure storage available.

5. **Keys.** GGS will be required to go to the Facilities Department at DISTRICT and complete a key application form. GGS will be issued keys to both the gates for traffic on the road entrance to the Premises as well as the gate for the track/field. GGS agrees not to borrow these keys to anyone other than those responsible for running the track activities. If keys are misplaced or lost, GGS agrees to notify the DISTRICT as soon as possible.
6. **Secure the Premises.** GGS agrees to secure, daily, both the gates for traffic on the road entrance to the Premises as well as the gate for the track/field when they are done using the Premises.
7. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement. The DISTRICT will either issue GGS a refund for approximate days not used based on 34 days of use at 30 dollars per day OR subtract any refunds from the any amounts due at the end of the contract.
8. **Quiet Possession.** DISTRICT promises that upon paying rent and performing the promises contained herein, GGS will peacefully and quietly have, hold, and enjoy the Premises for the entire term specified above.
9. **Assignment or Sublease.** GGS will not assign this Agreement or sublet the Premises without the consent of the DISTRICT.
10. **Surrender of Premises.** GGS will, at the expiration of this Agreement, remove all of its personal property and equipment from the Premises and will quietly yield and surrender the Premises to the DISTRICT in the same good condition that existed when it took them, normal wear and tear and damage from fire, casualty and the elements excepted. All keys will be returned to the Facilities Department at the DISTRICT at the end of this agreement.
11. **Indemnification - GGS.** GGS agrees to hold the DISTRICT harmless and indemnify it from liability for claims for bodily injury and property damage, including personal injury liability, occurring on the Premises, except to the extent such injury or damage is caused by the negligent or wrongful acts or omissions of the DISTRICT, its agents, employees or representatives.
12. **Notices.** 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 party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to GGS for billing: Gitchi Gummi Soccer
Attn: Marty MacLean
1346 W Arrowhead Rd, PMB 301
Duluth, MN 55811

If to GGS for miscellaneous: Scott Anderson
Laura MacArthur Elementary School
720 N Central Ave
Duluth, MN 55807
Email: scott.anderson@isd709.org

If to the DISTRICT: Independent School District #709
Attn: Cathy Erickson, CFO
215 N 1st Ave E, Room 215
Duluth, MN 55802
Email: catherine.erickson@isd709.org

13. Amendments. This Agreement shall be amended only in a writing duly executed by both parties. This Agreement (including all addenda, exhibits and schedules) is intended by the parties as the final and binding expression of their agreement and all prior negotiations and agreements related to the subject matter of this Agreement are superceded by this Agreement.

14. Non-Waiver. No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.

15. Governing Law; Forum. The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.

16. Insurance. GGS shall not utilize property until they have obtained all the insurance described below and the DISTRICT has approved such insurance. GGS shall maintain such insurance in force and effect throughout the term of the contract:

Commercial General Liability: GGS is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

- a. ISD 709 must be listed as certificate holder and additional insured
 - i. Can either be listed in the description or the Add'l Insured box is checked
- b. COI must be for general liability (not marine or auto)
- c. The occurrence box must be checked
- d. Certificate holder should state ISD 709 and district address (215 N 1st Ave E, Duluth, MN 55802)
- e. ISD 709 requires \$1.5M in insurance coverage (can be policy + umbrella to reach this amount)

Workers' Compensation Insurance: GGS must provide Worker's Compensation insurance for all its employees.

IN WITNESS WHEREOF, GGS and DISTRICT have executed this Agreement on the day and year first above written.

Gitchi Gummi Soccer

By: S.A.
Name: Scott Anderson
Title: At Large Board Member
Date: 5/8/2019

Independent School District #709

By: Catherine Erickson
Name: Catherine A. Erickson
Title: CFO, Executive Director, Business Services
Date: 5-10-19

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
LAKE SUPERIOR COLLEGE
INTER-AGENCY AGREEMENT

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities acting on behalf of LAKE SUPERIOR COLLEGE (hereinafter "MINNESOTA STATE") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

WHEREAS, the INDEPENDENT SCHOOL DISTRICT 709'S ADULT BASIC EDUCATION PROGRAM ("ABE") (hereinafter "STATE AGENCY") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

NOW, THEREFORE, it is agreed:

1. DUTIES

a. STATE AGENCY'S DUTIES. The STATE AGENCY shall:

Provide supplemental/integrated instruction and instructional support for up to four (4) sections of ENGL/READ 0950 during the 2019-20 academic year. ABE instruction for each section is six (6) hours per week, or an equivalent of 0.3 FTE, plus preparatory time of 0.35.

Provide instruction for a basic math course (ABE Pre-Algebra) intended for incoming LSC students whose placement test score places them below LSC's Algebra I course. ABE instruction and funding for each section is four (4) hours per week, or an equivalent of 0.2 FTE, plus preparatory time of 0.15.

Provide supplemental/integrated instruction and instructional support for at least two (2) sections of MATH 0501 Math Foundations during the 2019-20 academic year. ABE instruction for each section is five (5) hours per week with an additional one (1) hour of preparation for an equivalent of 0.15 FTE per section.

Continue to fund the existing Pathways to College Success program offered at LSC, which meets fourteen (14) hours a week, an equivalent of 0.4 FTE.

ABE's staff will work with LSC's Safety Office to learn about emergency response protocol.

ABE will invoice at the end of each academic semester.

ABE will provide training to LSC's advisors relating to services.

b. MINNESOTA STATE 'S DUTIES. MINNESOTA STATE shall:

Provide ABE a designated instructional space on LSC's main campus, located in the vicinity of the College's Tutoring and Learning Center. The space will be furnished by LSC with standard classroom furniture, six (6) computers, and a printer.

Provide ABE access to a computer lab or classroom with twenty (20) computers. All spaces will be scheduled in accordance with LSC's room scheduling practices.

Provide ABE a designated office space with standard office furniture, desk top computer, and phone.

Provide ABE clients free access to specified college resources including college library services and internet on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide ABE instructors and tutor free access to LSC email, Office 365, and IT help desk on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

2. CONSIDERATION AND TERMS OF PAYMENT.

a. Consideration for all services performed by ABE pursuant to this Agreement shall be paid by Lake Superior College as follows:

Reimburse ABE for expenses up to, and not to exceed, an amount of Eighteen Thousand and 00/100 dollars (\$18,000.00) for instructional staff during the 2019-20 academic year.

b. Terms of Payment. Payment shall be made by Lake Superior College within thirty (30) days after ABE has presented invoices for services performed to Lake Superior College. Invoices shall be submitted according to the following schedule:

December 2019, covering August-December 2019 expenses

May 2020, covering January-May 2020 expenses

3. CONDITIONS OF PAYMENT. All services provided by ABE pursuant to this Agreement shall be performed to the satisfaction of Lake Superior College, as determined at the sole discretion of its Authorized Representative.

4. TERMS OF AGREEMENT. This agreement shall be effective May 10, 2019, or upon the date that the final required signature is obtained by Lake Superior College, whichever occurs later, and shall remain in effect until June 30, 2020, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
5. CANCELLATION. This Agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the party providing work or services to the other party shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
6. AUTHORIZED REPRESENTATIVES.

- a. The STATE AGENCY'S Authorized Representative for the purposes of administration of this Agreement is:

Name and Title: Patricia Fleege, Duluth Adult Education Manager

Address: 215 N 1ST AVE E, DULUTH, MN 55802-2069

Telephone: +1 218-336-8790

E-Mail: patricia.fleege@isd709.org

- b. MINNESOTA STATE'S Authorized Representative for the purpose of administration of the Agreement is:

Name and Title: Hanna Erpestad, Dean of Liberal Arts & Sciences

Address: 2101 Trinity Road, Duluth, MN 55811

Telephone: +1 218-733-7667

E-Mail: hanna.erpestad@lsc.edu

Each Authorized Representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this Agreement.

7. ASSIGNMENT. Neither party shall assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.
8. AMENDMENTS. Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.
9. LIABILITY. Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The parties' liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 3.736, and other applicable law.
10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- a. Lake Superior College shall own all rights, title and interest in all of the materials conceived or created by ABE, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including

any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

ABE hereby assigns to Lake Superior College all rights, title and interest to the MATERIALS. ABE shall, upon request of Lake Superior College, execute all papers and perform all other acts necessary to assist Lake Superior College to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this Agreement by ABE, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to Lake Superior College by ABE, its employees and any subcontractors and ABE, shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of ABE obligations under this Agreement without the prior written consent of the REQUESTING AGENCY'S Authorized Representative.

- b. ABE represents that MATERIALS produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.
11. PUBLICITY. Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with others, or any subcontractors shall not be released prior to approval by the other party's authorized representative.
 12. FERPA. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.
 13. OTHER PROVISIONS. None.


The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

APPROVED:

1. STATE AGENCY

INDEPENDENT SCHOOL DISTRICT 709'S ADULT BASIC EDUCATION

By (authorized signature) 
Title CFO
Date 5-20-19

2. VERIFIED AS TO ENCUMBRANCE

By (authorized signature)
Title
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

LAKE SUPERIOR COLLEGE

By (authorized signature)
Title
Date

4. AS TO FORM AND EXECUTION

By (authorized college/university/system office initiating agreement)
Title
Date

Facilities Management & Capital Project Status Report

May 2019

Facilities Management – Maintenance and Operations - General

- In the past month the Facilities maintenance crews have completed 366 work orders, and are currently working on 503 open work orders.
- Facilities maintenance trade crews are currently scheduled at Lester Park.
- Continuing to work with Human Resources and Firemen and Oilers Union to review and update position descriptions.
- Work continues to complete final award documents for MDE for the 2 awarded Safe Schools grant – Denfeld and Rockridge.
- Meetings with all site leadership have occurred in preparation for installation of added security features at each school site.
- Lowell Barnes has a volunteer project and grant monies to improve the Nature Play area. This work will begin next week.
- Deep cleaning and maintenance was performed on all 4 turf fields. Overall this went well and all sites look good and passed G-Max testing.
- Signage and lines are scheduled to be painted and installed at both HS sites as related to our Civil Rights review last fall.
- In efforts to preserve our parking lots, crack grinding and filling will occur at three sites (LPMS, Congdon, and EHS).

Capital Construction:

- The FY19 LTFM 10 Year Plan HOCHS audit work is underway and is scheduled to be presented at the June Business Committee Meeting.
- The FY20 LTFM 10 Year Plan PSS Track Replacement project is underway and progressing nicely.
- The FY20 LTFM 10 Year Plan Denfeld stairwell ceiling project is on track with one stairwell done and starting on the second.
- Work has begun with our T & M contractor for the FY20 LTFM 10 Year Plan HOCHS Fire Alarm System replacement project. This system is antiquated and we have a citation to replace from the fire marshal.
- Work will begin on the LPMS new bathroom/shower facility to facilitate needs of incoming students in the Special Education Program pending School Board approval at this meeting.
- Planning meetings have been held for FY21 LTFM projects.

Building Operations

- Operations are filling an entry level custodian position at Ordean East Middle School and Congdon Elementary School. In addition, a fireperson position at Ordean East Middle School is open for transfer amongst current employees in that job classification as well as a maintenance custodian position at Congdon Elementary School. Operations is seeking to fill these positions as soon as possible as we approach the busy summer months with projects and deep cleaning at all sites district wide.

Health, Safety & Environmental Management

Environmental/Health/Safety

- A Fire Marshal audit was conducted at Ordean East and Transportation. A couple of minor issues were found and corrected.
- Playground inspections were completed. Overall the playgrounds were in good condition. A few cracked swing seats were replaced, and four missing bolts were replaced. The overall average depth of the engineered wood fiber was between 9-11 inches.
- Received quotes for the required 3-year AHERA asbestos survey. Twin Ports Testing, Inc. was chosen and will begin the survey after school is out.

Emergency Response

- District wide radios continue to be worked on. The repeater to communicate between buildings is now working.
- Radio signal boosters were scheduled to be installed at East and Denfeld to increase the fire and police radio signals in the buildings. This is per fire marshal orders regarding Minnesota Administrative Rules Appendix L Section L101 – Emergency Responder Radio Coverage in Existing Buildings.

Workers' Compensation Activities

- Reviewed the Sensory Training Videos that RAS has created to help reduce employee/student related injuries. Working with Special Ed to determine if the videos will be used in training during the staff development day in August.
- May
 - 27 First report of incidents
 - 2 OSHA recordable incidents
- 2019 YTD Incidents
 - 152 First report of incidents received
 - 14 OSHA recordable incidents
 - 6 Days away from work
 - 208 Days of restricted work



230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • gregfollmer@gmail.com

May 28, 2019

William Gronseth
Superintendent of Schools

David J. Spooner, C.P.E.
Manger of Facilities

Cathy Erickson
CFO/Executive Director of Business Services

Duluth Public Schools
215 N 1st Ave E
Duluth, MN 55802

RE: Marketing Update
800 E Central Entrance "Central High School Property"
"Hartley Lots"

Hartley Residential Lots

- One Offer in negotiations.
- All marketing in place and active.
- One new inquiry.

800 E. Central Entrance "Central High School Property"

- Signage Installed (photo attached).
- Inquiries and continued follow up and discussions have been ongoing with several developers and potential purchasers.
- Attended MN Real Estate Journal's Development Conference and met with several Developers and Brokers at the event.

Respectfully,

Greg Follmer
Broker

HISTORIC OLD CENTRAL HIGH SCHOOL: REHABILITATION

Understanding the Facility Assessment

June 11, 2019



**HISTORIC OLD
CENTRAL
HIGH SCHOOL:
REHABILITATION**

Facility Assessment Team

- Building enclosure



- Systems



- Interiors and
Accessibility



HISTORIC IMPACT AND CODES

- 1972 on National Register of Historic Places
- State Historic Preservation Office
- Duluth Heritage Preservation Commission
- St. Louis County Historical Society
- Central Preservation Committee
- Treatment of Historic Properties:
Rehabilitation

Codes

- Building
- Energy
- Accessibility

Form 10-300
(July 1969)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

**NATIONAL REGISTER OF HISTORIC PLACES
INVENTORY - NOMINATION FORM**

(Type all entries - complete applicable sections)

STATE: **Minnesota**
COUNTY: **St. Louis**
FOR NPS USE ONLY
ENTRY NUMBER: **NOV 3** DATE: **1972**

1. NAME
COMMON: **Duluth Central High School**
AND/OR HISTORICAL NAME:

2. LOCATION
STREET AND NUMBER: **Lake Avenue and Second Street**
CITY OR TOWN: **Duluth**
STATE: **Minnesota** CODE: **27** COUNTY: **St. Louis** CODE: **27**

3. CLASSIFICATION

CATEGORY (Check One)	OWNERSHIP	STATUS	ACCESSIBLE TO THE PUBLIC
<input type="checkbox"/> District	<input checked="" type="checkbox"/> Public	<input checked="" type="checkbox"/> Occupied	<input checked="" type="checkbox"/> Yes
<input type="checkbox"/> Site	<input type="checkbox"/> Private	<input type="checkbox"/> Unoccupied	<input type="checkbox"/> Restricted
<input type="checkbox"/> Object	<input type="checkbox"/> Both	<input type="checkbox"/> Preservation work in progress	<input type="checkbox"/> Unrestricted
	Public Acquisition: <input type="checkbox"/> In Process <input type="checkbox"/> Being Considered	<input type="checkbox"/> No	<input type="checkbox"/> No

RECEIVED
AUG 3 1972
NATIONAL REGISTER

BUILDING ENCLOSURE

- Leakage concerns
- Exterior walls and chimney
- Entrance stairs
- Roofs
- Windows



BUILDING ENCLOSURE

LEAKAGE CONCERNS

North wing entrance

Girls' locker room

Board room

Dormer attic spaces

Loading dock

Basement



BUILDING ENCLOSURE

EXTERIOR WALLS AND CHIMNEY

Deteriorated mortar

Deteriorated and
cracked stone

Deteriorated chimney

Deflected lintels

Efflorescence



BUILDING ENCLOSURE

ENTRANCE STAIRS

Cracked terrazzo tiles

Cracked concrete
landings

Cracked concrete steps

Deteriorated mortar and
stone side walls



BUILDING ENCLOSURE

ROOFS

Missing tile

Damaged snow retention system

Damage from high winds

Falling snow and ice

Need for fall and lightning protection

Reinstall gutters and downspouts



BUILDING ENCLOSURE

WINDOWS

Deteriorated perimeter sealant

Failed glazing gaskets

Original single-pane in attic

Deficient operation hardware

Air infiltration

Moisture infiltration



SYSTEMS

- Fire protection
- Plumbing
- HVAC
- Power
- Lighting
- Communications



SYSTEMS

FIRE PROTECTION

Existing Fire Pump

Fully Sprinkled

Dry Systems

Some Gaps

Functional



SYSTEMS

PLUMBING

Accessibility

Old Piping

Old Fixtures



SYSTEMS

HVAC

Steam to Hot Water Conversion

45 to 100 years old

Cooling

Control



SYSTEMS

POWER

Main Switchboard is full

Some panelboards are full

Damaged receptacles

Surface Raceway



SYSTEMS

LIGHTING

Fluorescent lighting

Basic switching for
lighting controls

Aging Egress and Exit
lighting, internal
batteries.



SYSTEMS

COMMUNICATIONS

Replace clock system

Clock are not syncing
and showing correct time

Clocks are not
standardized



INTERIORS AND ACCESSIBILITY

- Architectural finishes
 - Historically significant elements
 - Primary spaces
 - Secondary spaces
 - Terrazzo
 - Wood
 - Finishes as part of LTFM
 - Carpet / VCT / Suspended ceilings
- Accessibility criteria
 - Historic Significance
 - Existing and 'required' level of accessibility
 - Accessibility options within a preservation context

INTERIORS

ARCHITECTURAL FINISHES

Condition- Poor to Good

Life Cycle

Quality

Aesthetics



ACCESSIBILITY

CONCERNS

Accessible Routes

Building Entrances

Vertical Circulation

Restroom Facilities

Interior doors and signage



**REHABILITATION
ESTIMATED
CONSTRUCTION
AND SOFT
COSTS**

Building enclosure
\$24,000,000

Systems
\$13,500,000

Interiors
\$11,000,000

Total
\$48,500,000

REHABILITATION PRIORITIZATION



Building enclosure (Chimney, roof, masonry, windows)



Steam conversion



Ventilation and finishes



Accessibility

QUESTIONS

Historic Old Central High School:
Rehabilitation

Understanding the Facility Assessment

June 11, 2019



HISTORIC OLD CENTRAL HIGH SCHOOL: REHABILITATION

Duluth Public Schools
School Board Presentation Packet
June 11, 2019



Historic Old Central High School: Rehabilitation

Understanding the Facility Assessment

Presented by the facility assessment team of:

- Building enclosure

- Leakage concerns
- Exterior walls & chimney
- Entrance stairs
- Roofs
- Windows



- Systems

- Fire Protection
- Plumbing
- HVAC
- Power
- Lighting



- Interiors

- Finishes
- Accessibility



Building Enclosure

Leak Concerns

Photo 1: Below main entrance plaza



Photo 2: Boiler room floor



Photo 3: Girls' Locker room



Photo 4: Girls' Locker room



Photo 5: West Turret attic space



Photo 6: Loading Dock washout



Building Enclosure

Exterior Walls

Photo 7: Poor condition mortar joints



Photo 8: Cracked stone



Photo 9: Deteriorated stone



Photo 10: Lichen growth on stone



Photo 11: Vertical cracked stone



Photo 12: Spalled stone



Building Enclosure

Chimney and exterior walls

Photo 13: Deteriorated chimney cap



Photo 14: Deteriorated chimney masonry



Photo 15: Deflected lintel



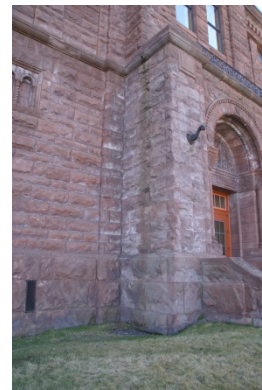
Photo 16: Deflected lintel



Photo 17: Efflorescence



Photo 18: Efflorescence



Building Enclosure

Entrance stairs



Building Enclosure

Entrance stairs deficiencies

Photo 1: Cracked terrazzo tiles



Photo 2: Sagging wood subfloor and joists



Photo 3: Cracked concrete landing



Photo 4: Corroded steel and efflorescence build-up



Photo 5: Spalling concrete over limestone stairs



Photo 6: Cracked concrete and covered opening



Building Enclosure

Entrance stairs deficiencies

Photo 7: Displaced, cracked, and deteriorated stairs



Photo 8: Displaced, cracked, and deteriorated stairs



Photo 7: Deteriorated mortar and stone in side wall



Photo 8: Deteriorated mortar and stone in side wall



Photo 9: Deteriorated mortar and stone



Photo 10: Deteriorated side wall



Building Enclosure

Roof issues

Photo 1: Missing roof tiles



Photo 2: Damaged snow retention system



Photo 3: Removed downspouts



Photo 4: Current lightning protection



Photo 5: Snow retention (wood fence)



Photo 6: Protection from falling snow and ice



Building Enclosure

Window and door deficiencies

Photo 1: Open and deteriorated perimeter sealant



Photo 2: Failed glazing gaskets



Photo 3: Separating wood components



Photo 4: Failed single-pane attic windows



Photo 5: Poor condition main entrance doors

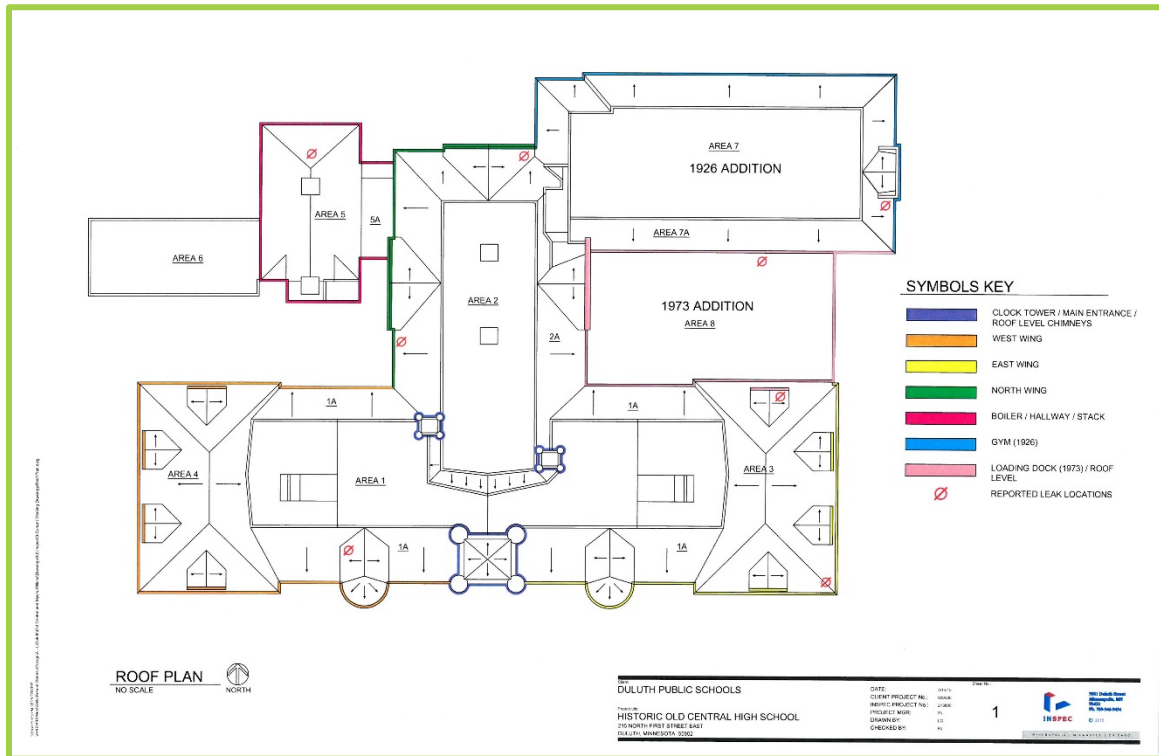


Photo 6: Poor condition side doors at main entrance



Building Enclosure

Phased exterior wall projects



Prioritization of exterior wall projects:

- A. Boiler, Hallway, and Stack (Magenta)
- B. Clock tower and roof-level chimneys (Dark Blue)
- C. North Wing (Green)
- D. 1926 Addition (Gym – Medium Blue)
- E. 1973 Addition (Loading Dock) and roof-level walls above (Pink)
- F. East Wing (Yellow)
- G. West Wing (Orange)

This prioritization is based upon starting with the highest risk or deterioration, and then considering the interior damages that continue to occur.

Systems

Fire Protection

Photo 1 – Fire Pump



Photo 2 – Dry Pipe Valve



Photo 3 – Upright Sprinkler Heads



Photo 4 – Sprinkler Obstruction



Photo 5 – Attic Dry Pipe System



Photo 6 – Board Room Sprinklers



Systems

Plumbing

Photo 1 Old Fixtures



Photo 2 Old Fixtures



Photo 3 Old Fixtures



Photo 4 No Grease Trap, PVC



Photo 5 Showers do not comply with Code



Photo 6 – Foundation Drain Failure



Systems

HVAC

Photo 1 Failed Steam Condensate Pipe



Photo 2 Ground Water in Mechanical Rooms



Photo 3 Active Pneumatic Controls



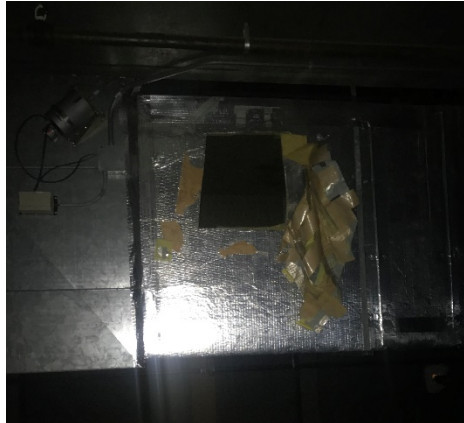
Photo 4 Ground Water & Steam Condensate



Photo 5 Temporary Cooling



Photo 6 Attic Ductwork



Systems

Power

Photo 1: Full Electrical Panel



Photo 2: Obsolete Electrical Panel



Photo 3: Outdated Electrical Panel

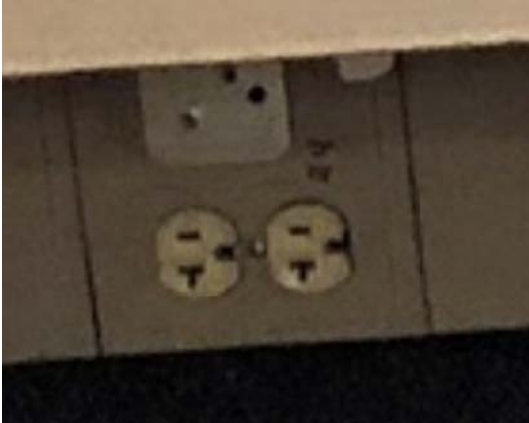


Photo 4: Broken Receptacle



Photo 5: Use of power strips



Photo 6: Full Electrical Panel



Systems

Lighting

Photo 1: Fluorescent fixtures



Photo 2: Nonfunctioning fluorescent fixture



Photo 3: Fluorescent fixtures



Photo 4: Basic Lighting Controls



Photo 5: Egress Lighting with battery backup



Photo 6: Exit Sign with battery backup



Systems

Communications

Photo 1: Clock

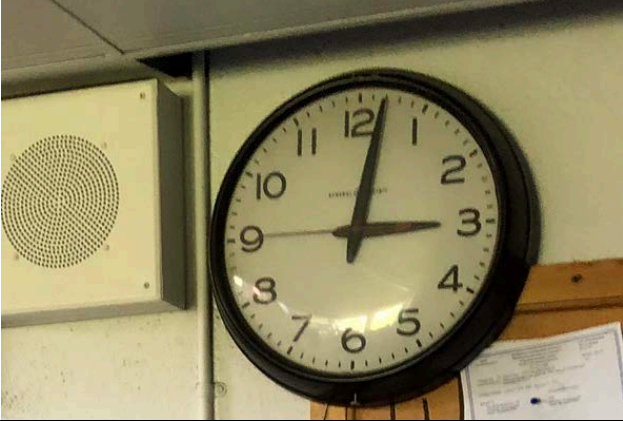


Photo 2: Clock



Interiors

Architectural Finishes

Photo 1 Original Terrazzo



Photo 2 Original wood floor



Photo 3 Photo 3 Ceramic/ Porcelain Tile



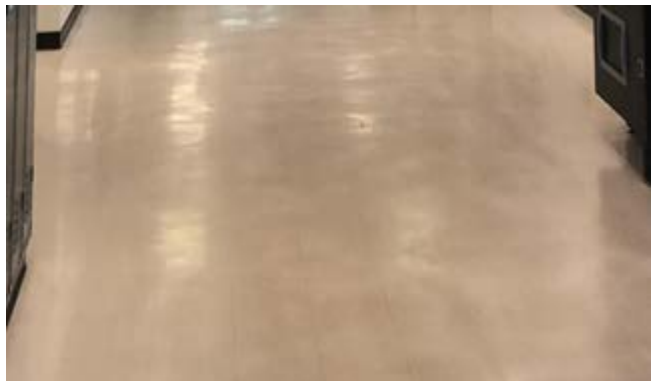
Photo 4 VCT (Vinyl Composition Tile) Basement



Photo 5 VCT (Vinyl Composition Tile) hall and CR

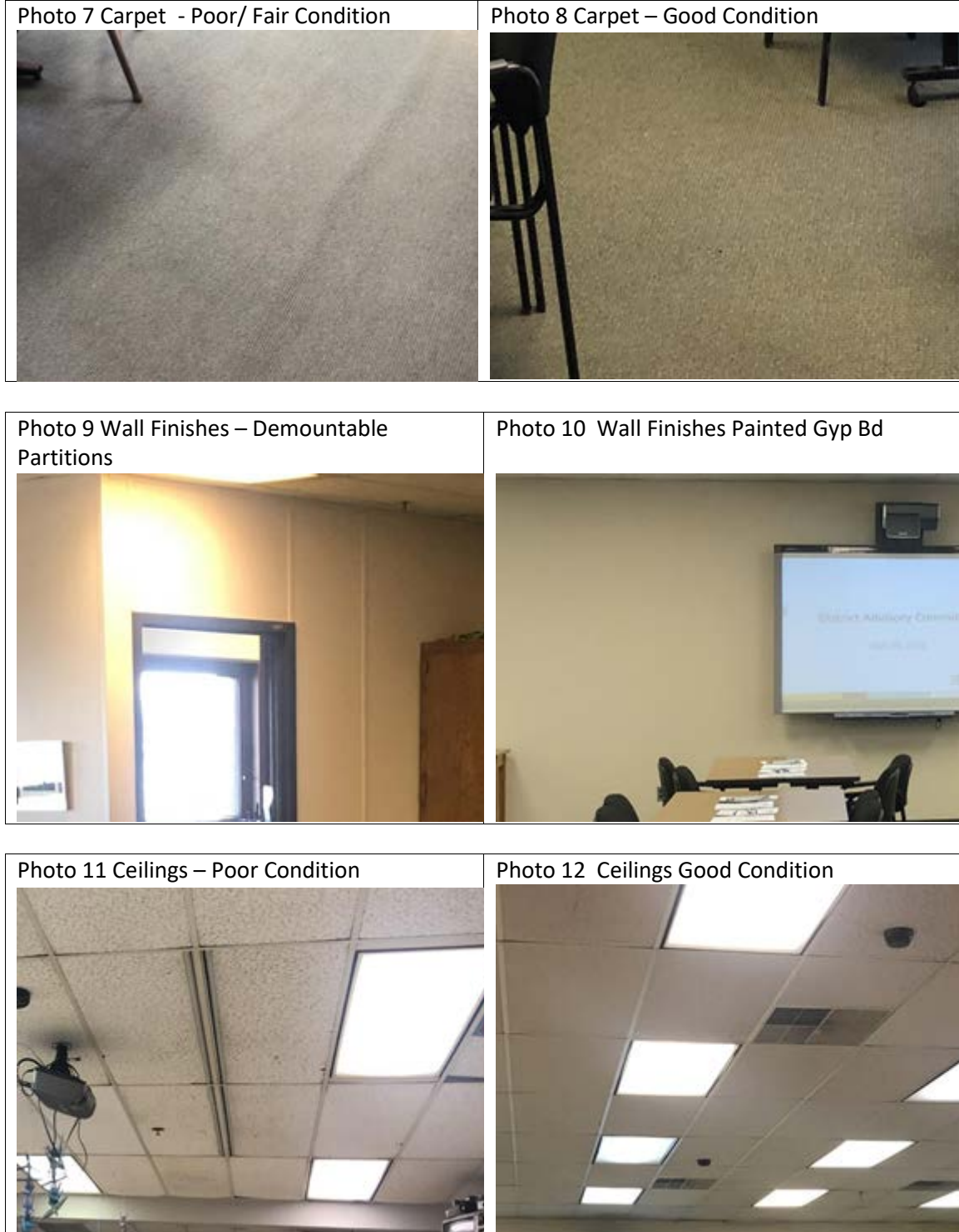


Photo 6 VCT (Vinyl Composition Tile) hall



Interiors

Finishes



Interiors

Accessibility

Photo 1 Accessible Route – No access to music room



Photo 2 Accessible Route – No access to Men's room



Photo 3 Stair Handrails – no extensions

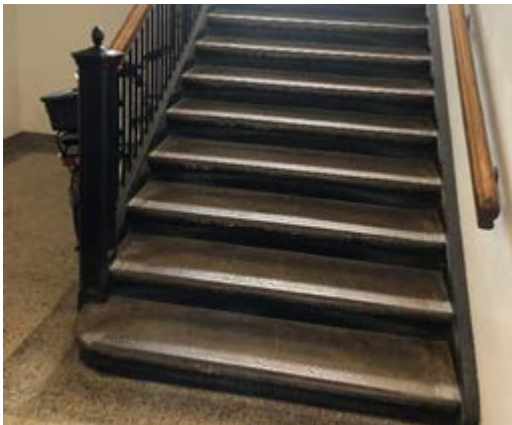


Photo 4 Stair Guardrails – Too low



Photo 5 Restrooms – Clear Floor area



Photo 6 Non compliant grab bars



Interiors

Photo 7 Interior door entrances clearances



Photo 8 Interior door entrance clearances

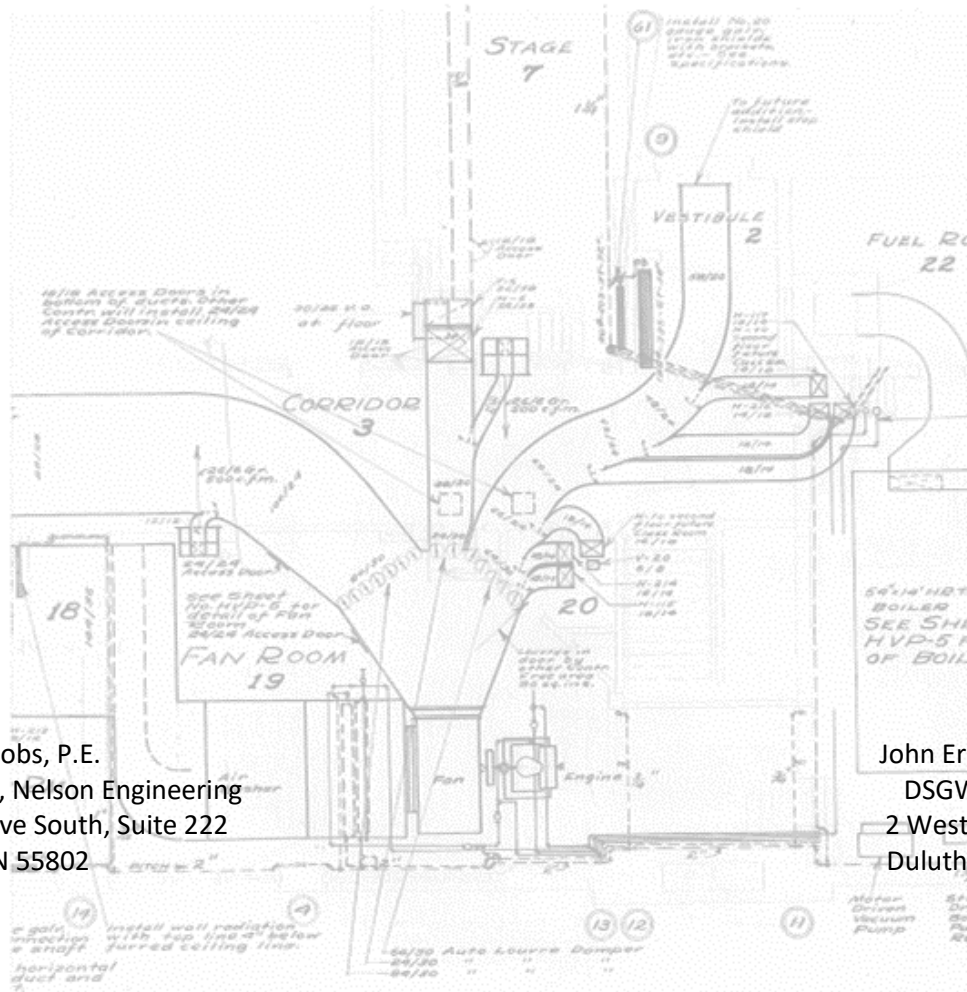


Photo 9 Interior door entrances clearances



Historic Old Central High School Independent School District 709 Facility Assessment

June 12th 2019



Charles Jacobs, P.E.
Obermiller, Nelson Engineering
525 Lake Ave South, Suite 222
Duluth, MN 55802

John Erikson, A.I.A.
DSGW Architects
2 West First Street
Duluth, MN 55802

SUMMARY

Major Construction Timeline

- 1892 - Original Construction
- 1926 – Gymnasium Addition
- 1925 – Garage Addition
- 1926 – Ventilation Renovation
- 1938 – Corridor Reconstruction
- 1958 – Acoustical Ceilings/lighting
- 1973 – Central Administration Remodeling, Heating, Plumbing & Fire Protection
- 1976 – Window Replacement
- 1984 – Roof Replacement
- 1993 – Central Admin Renewal
- 1996 – Window Replacement – Gym Addition

Square Footage*

Basement Area:	40,500 sq. ft.
Leased:	(3,050 sq. ft.)
Mechanical:	(6,830 sq. ft.)
Garage:	(2,080 sq. ft.)
Receiving:	(4,910 sq. ft.)
Storage:	(5,780 sq. ft.)
Circulation:	(5,580 sq. ft.)
First Floor Area:	40,000 sq. ft.
Circulation:	11,150 sq. ft.
Second Floor Area:	37,800 sq. ft.
Circulation:	6,300 sq. ft.
Third Floor Area:	26,260 sq. ft.
Circulation:	8,890 sq. ft.
Attic Floor Area:	N/A sq. ft.
Mechanical:	(1,550 sq. ft.)

*- Square footage is gross interior

Executive Summary

This report presents the findings of our assessment of condition of the interior finishes, accessibility, mechanical and electrical systems, found within Historic Old Central High School. In addition to the current conditions, the report goes on to contrast these conditions with work and scope required to bring the facility up to current building code and occupancy standards. No change in use, occupancy or space planning was considered in this evaluation.

ARCHITETURAL FINIHES: The existing floor finishes are a variety of finishes and conditions.

- Terrazzo – in fair to good condition relative to the age (117 years). There are areas of cracking and patching / repairs not unexpected in terrazzo of this age. Most circulation (halls and stairs) and original bathrooms.
- Wood – Where exposed i.e. gymnasium floor in fair condition and upper balcony in board room in poor condition due to areas of water damage. It is assumed most classrooms have the original wood floor under either newer carpet or VCT. These locations were not exposed for examination.
- Ceramic / Porcelain Tile – Fair to good condition. Miscellaneous locations.
- VCT (Vinyl Composition Tile)- Condition ranges from poor to good. Most in ‘public’ areas were in good condition while poor conditions were observed in ‘nonpublic’ areas where maintenance priorities are lower. Most locations are likely 30 years old with some newer areas that had some miscellaneous improvements as spaces were revised and / or refreshed.
- Carpet - Condition ranges from Fair to good. Most in ‘public’ areas were in good condition while poor conditions were observed in ‘nonpublic’ areas where maintenance priorities are lower. Most locations are likely 30 years old with some newer areas that had some miscellaneous improvements as spaces were revised and / or refreshed.
- Wall Finishes - Conditions range from fair to good while type of finishes range from (predominately) paint on various wall substrates, ceramic / porcelain tile (restroom walls) wood paneling / trim (either original or replicated in the 1970’s) and painted wall panels (demountable partitions).
- Ceilings – Range from poor to good. Older ceiling systems consisting of concealed spline acoustical tile and older suspended ceiling systems. Tile sagging / staining from humidity / moisture and or other type leaks are evident. Size of the suspended acoustical tile is nonstandard and would be difficult to replace. Some areas of plaster or gypsum board ceilings exist in various conditions.

ACCESSIBILITY: Within the context of the historic property, evaluation of accessibility takes on an approach that is based on barrier removal within the historic context. In addition, understanding Primary spaces (within the historic context and use such as the board room) and secondary spaces (typically support spaces such as storage, restrooms etc.) The strategy becomes further defined and is somewhat dependent on the potential for other work related to finish upgrades as well as use modifications related to modifications of the existing building HVAC and electrical systems.

- Generally the approach looks at building and site entrances; surface textures, widths and slopes of walkways; parking; grade changes; size, weight and configuration of doorways; interior corridors and path of travel restrictions; elevators; and public toilets and amenities. Recent exterior parking and accessible entry revisions have greatly improved access to the building. The balance of the following information is based on identifying potential concern areas that would require further evaluation and would potentially be addressed as part of a larger project.
- Overall accessibility is poor to fair as summarized below.
 - The existing elevator, while adequate in car size will eventually need updating to meet requirements of controls etc. The majority of the ‘public’ areas of the building is accessible by the one elevator but there are areas that are not served by an accessible

route such as the gymnasium and upper locker room areas and men's room in the 1926 gym addition and the space currently used as a music room.

- None of the existing stairs meet current MN Accessibility codes for handrails and guardrails. Historic factors may limit what would be 'required' modifications.
- Most existing restrooms do not meet current MN Accessibility codes for toilet stall size and configuration as well as access clearances at entry doors.
- In addition to the restroom door clearances, there are various locations that do not meet current door clearance requirements.

SYSTEMS

- Fire Protection: The existing system is fully functional but requires some modification to be fully compliant. With current standards. HVAC, ceiling, lighting and partition work would trigger replacement of approximately 80% of the existing system.
- Plumbing: Piping systems in much of the building are at or beyond their expected service life. If significant interior work is undertaken, it would be recommended that piping and plumbing fixtures are replaced at that time.
- HVAC: Ventilation and heating systems are 46 to 90 years old. They are inefficient, inadequate and difficult to control. It is recommended that the majority of them be fully replaced with new and cooling be added to appropriate spaces. New temperature controls would be installed as part of this scope.
- Power: Existing electrical service is 120/208 3PH, with a 3000A switchboard. Most panels are in good cosmetic condition; actual functionality of the breakers was not tested. At least one panel may need to be replaced due to age and lack of replacement parts. Replacement of HVAC systems will require service upgrades due to additional motors and potential for more cooling. A new 480/277 volt service (in addition to the existing) would be suggested to power new mechanical equipment, especially if adding cooling. Some panelboards are full and have no room for expansion. Standby power for the building IT infrastructure is handled by an 85KW Natural Gas generator. Standby power upgrades would also incorporate VOIP phone system equipment and egress and exit lighting. Receptacles throughout the building are either wall mounted, or in surface raceway. Some surface raceway could be eliminated if walls are furred out. Some of these receptacles are broken, and due to age and repeated use should be replaced as spaces are remodeled.
- Lighting: Most lighting was installed in 1973 with some areas from the mid 1990's as HVAC improvements were made, if new ceilings are to be installed, new LED lighting and lighting controls should be installed at that time, covering all public spaces with new ceilings. Exterior pole mounted and gymnasium fixtures have been upgraded to LED lighting. Building mounted fixtures, facade lighting and flag pole lighting should be upgraded to LED.
- Communications: A\V, Paging, Fire alarm, phone systems, access control, IT Infrastructure and cameras were understood to be outside of the scope of this evaluation as some systems are either adequate, new or scheduled for replacement shortly. Wired Clock system is aged and should be replaced with a wireless clock system, which is a district standard in all schools.

ARCHITECTURAL - FINISHES

Terrazzo - Fair to Good Condition

Typical example of
cracking



Wood - Poor to Fair Condition

Typical example of original wood floor in fair condition. Wood flooring likely continues under new carpet / VCT in many areas



Water damaged wood floor at balcony



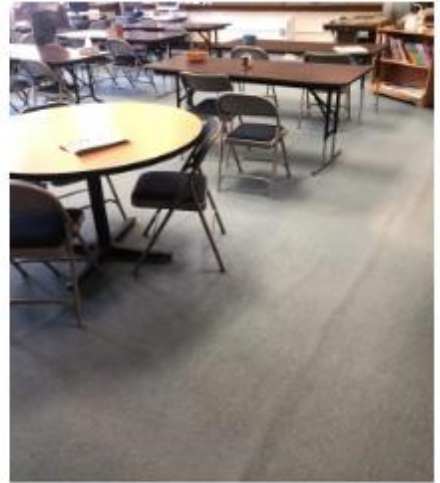
Ceramic / Porcelain Tile – Fair to Good Condition



VCT (Vinyl Composition Tile) - Poor to Good Condition



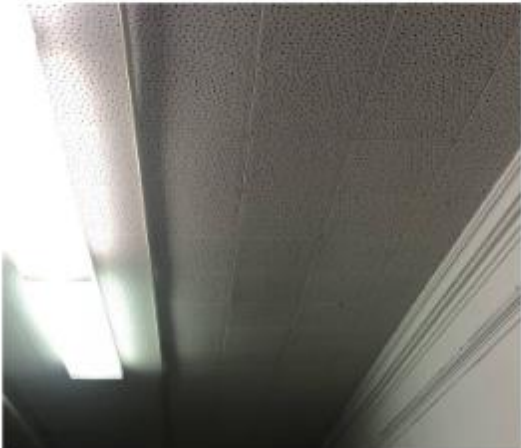
Carpet- Fair to Good Condition



Wall Finishes - Fair to Good Condition



Ceilings - Poor to Good Condition



ARCHITECTURAL – ACCESSIBILITY

Accessible Route- Lack of access to music room, men's restroom at gym and gym locker rooms.

Stair handrails and guardrails – Lack of extensions at top and bottom of stair runs.



Restrooms- Non-compliant stalls and grab bar configurations and room clearances



Door Entrances – Non-compliant clearances on push and pull side of doors.



MECHANICAL SYSTEMS - DETAIL

FIRE PROTECTION

The existing building is fully sprinkled (1973) and includes a 50 horsepower, electric pressure booster pump as well as various dry sprinkler zones serving the attic spaces. The system is fully functional as it stands however work by other trades will require removal and reinstallation of the majority of the ceilings relocation of most of the existing runout piping.

It would be advisable to consider placing the fire booster pump on standby power if it becomes available.



FIRE PUMP



DRY SPRINKLER VALVE

There are also areas that will require additional coverage that are not currently protected with due to relocation of partitions or changes in NFPA 13 requirements.

PLUMBING

Underground drain piping is largely original from 1892 and 1926. It can be presumed to be in very poor condition. As new plumbing is added, consideration should be given to abandoning the existing underground wherever possible and replacing with more overhead piping to avoid having to excavate inside the building.

Perimeter foundation drainage and waterproofing on the northwest side of the building have failed. As a result, ground water is leaking into the basement and crawl spaces causing building and systems damage as well as creating a health hazard due to potential mold growth.



GROUND WATER



1920's PLUMBING FIXTURES

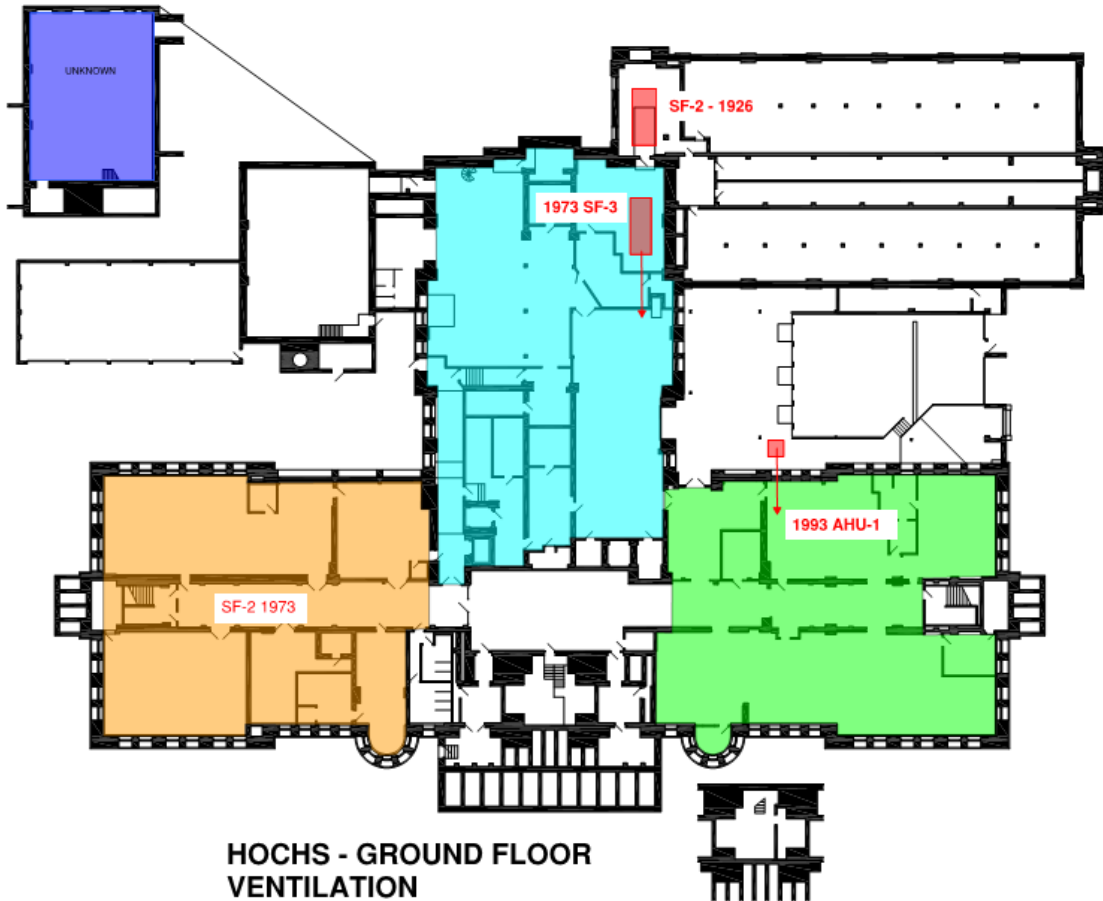
VENTILATION

Most of the ventilation equipment was installed when the building was converted from a high school to the central administration building in 1973. Modification were made under the 1993 administration area renovation, reusing existing equipment and ductwork. The 1926 addition (gym wing) still retains much of its original ventilation system. Cooling exists only on a local basis in some office areas but does not exist in central air handling equipment.



SUPPLY FAN SF-3 (1973) 1

See the following ventilation maps identify the equipment vintage and service areas:

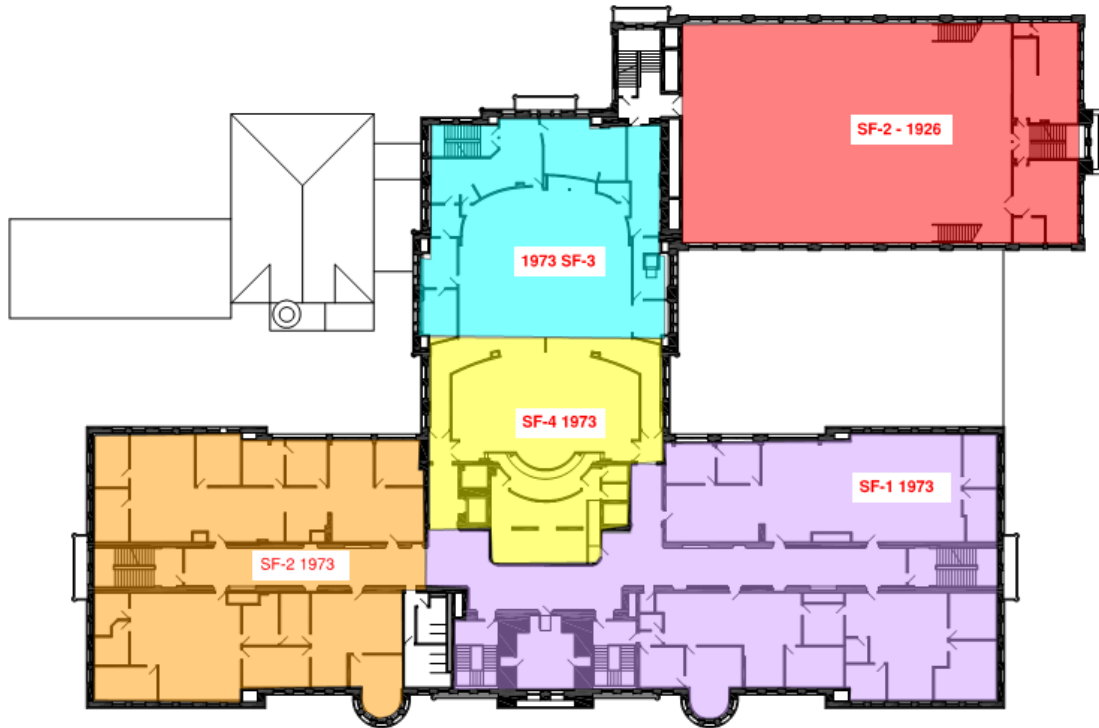


The red boxes indicate the equipment location.
The text boxes indicate the equipment tag, vintage and shaded areas indicate the extent of areas served.



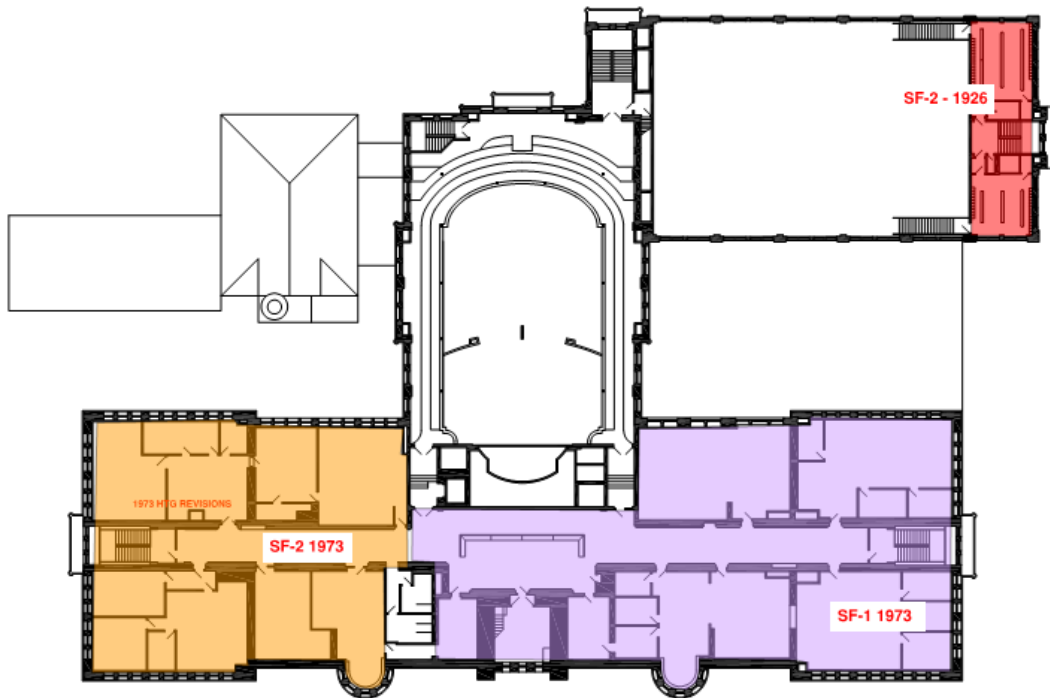
**HOCHS - FIRST FLOOR
VENTILATION**

The red boxes indicate the equipment location.
The text boxes indicate the equipment tag, vintage and shaded areas indicate the extent of areas served.



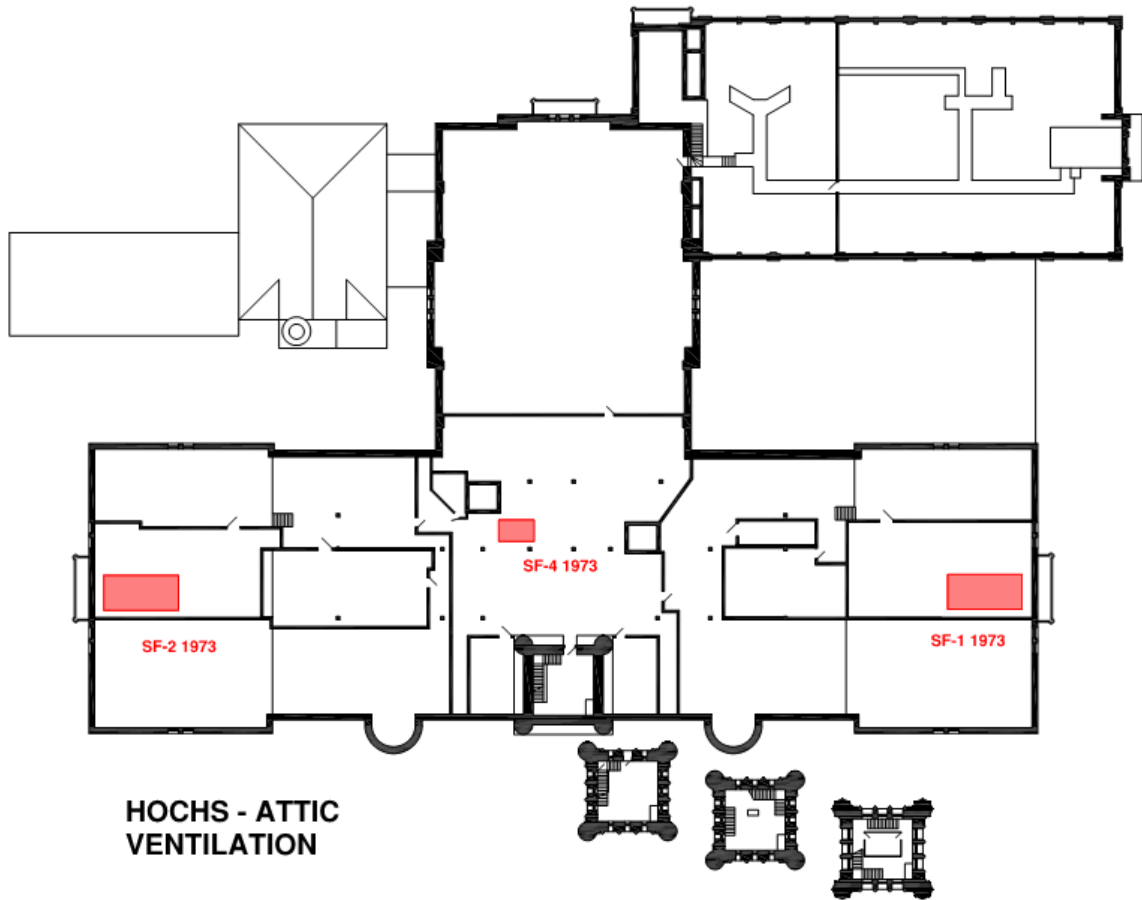
HOCHS - SECOND FLOOR VENTILATION

The red boxes indicate the equipment location.
The text boxes indicate the equipment tag, vintage and shaded areas indicate the extent of areas served.



HOCHS - THIRD FLOOR VENTILATION

The red boxes indicate the equipment location.
The text boxes indicate the equipment tag, vintage and shaded areas indicate the extent of areas served.



**HOCHS - ATTIC
VENTILATION**

The red boxes indicate the equipment location.

HEATING

The building heating plant has not been operational for many years and is not in a condition from which it could be put back into service. Since that time, the building has been operating on low pressure steam supplied by the Duluth Energy Systems.

During the 1973 remodel, much of the steam runout piping was replaced while portions of the heating system date back to the 1920. Steam and condensate are very corrosive due to the combination of elevated oxygen concentration and temperature. To compensate for this, piping used for condensate is thicker than standard. Despite this, pipe failure begins to appear at approximately 50 years. (see condensate piping photo below:



FAILED CONDENSATE LINE

Terminal heating devices (radiation) were largely replaced during the 1973 remodel, with small areas having later updates. This radiation however is approaching 46 years old and at or beyond its expected life. Devices in the gym addition are largely original from the 1920's. This radiation is the traditional sectional cast iron. Multiple styles are shown below:



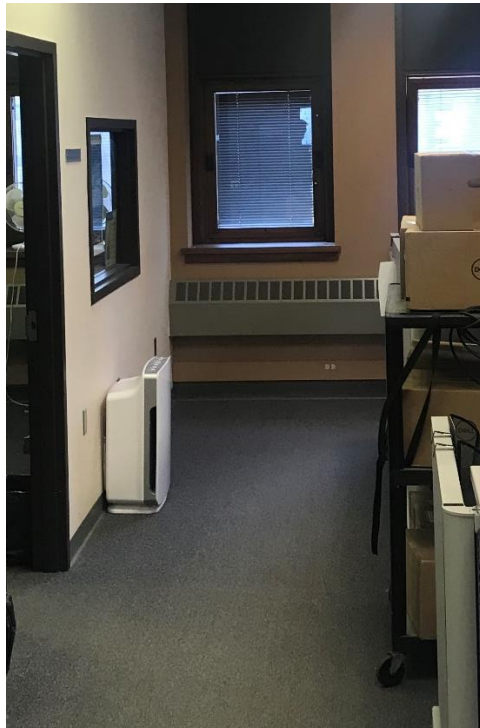
1970'S RADIATION



1920'S RADIATION



1920'S RADIATION



RECENT INSTALLATION

TEMPERATURE CONTROLS

Much of the building's temperature controls still use pneumatic actuation to move dampers and valves. Pneumatic controls have virtually been eliminated in modern HVAC systems, have been replaced with electric/digital control systems. Service and parts for pneumatic controls are becoming quite scarce.



PNEUMATIC RADIATION VALVE



PNEUMATIC DAMPER ACTUATION

ELECTRICAL SYSTEMS - DETAIL

POWER



EXISTING 120/208V 3000A FUSED SWITCHGEAR

Power: Existing electrical service is 120/208 3PH, with a 3000A switchboard. If additional capacity is needed at this switchboard, another section would need to be added, as this appears to be fully utilized. This could be accomplished by adding another section to the right side, which would also require modifications to the floor drain and a new concrete pad for the new section.

Most panelboards are in good cosmetic condition; actual functionality of the breakers was not tested. New circuit breakers are still available for most of the panels if modifications are needed. A couple may need to be replaced due to age and lack of replacement parts. Replacement of HVAC systems may require service upgrades due to additional motors and potential for more cooling. A new 480/277 volt service would be suggested to power new mechanical equipment, especially if adding dehumidification or cooling.



GENERAL ELECTRIC BOILER PANEL

This panel feeds the old boilers that are not in use. If this panel is needed for future modifications to HVAC systems, it should be replaced due to age and availability of replacement parts.



FULL PANELS

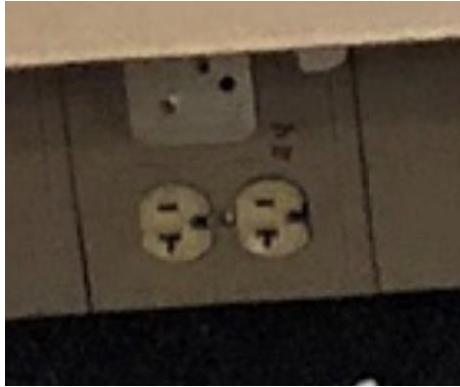
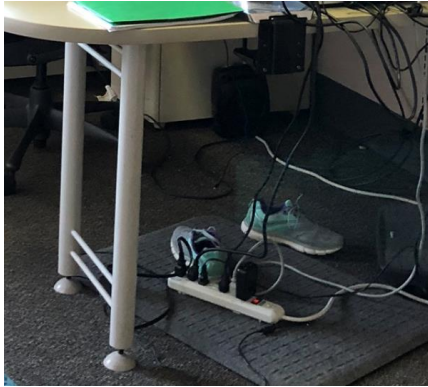
Some panels appear to be full and no spare breakers or circuits are available. Some of these 42 space panels could be replaced with a 54, which may fit in the same space as the 42. Some spares may become available during a remodel, especially with lighting being much less of a load, some circuits may be combined if designed in such a way. Panels that do have space can still be expanded with new circuit breakers that are still being manufactured.



GENERATOR AND TRANSFER SWITCH

The existing natural gas generator and transfer switch appear to be recently replaced. An upgrade of these systems would only be needed if additional loads are added to the standby system that it wouldn't have capacity for. Standby power for the building IT infrastructure is handled by this 85KW Natural Gas generator. Standby power upgrades would also incorporate VOIP phone system equipment, and potentially egress and exit lighting.





RECEPTACLES

The replacement of most receptacles should be done, especially if from the 1970's or older. These tend to wear out over time and parts break. Some rooms do have newer receptacles installed and wouldn't need to be replaced if still in working condition and not damaged. Some spaces will require additional receptacles to curtail the use of power strips.



SURFACE RACEWAY

With HVAC upgrades and modifications to existing fin tube, walls with fin tube may need to be furred out, thus removing surface raceway. If this happens receptacles could then be recessed in the new walls.

LIGHTING

Most lighting was installed in 1973 with some areas from the mid 1990's as HVAC improvements were made. If new ceilings are to be installed, new LED lighting and lighting controls should be installed at that time, covering all public spaces with new ceilings.



EXISTING FLUORESCENT FIXTURES AND CONTROLS.

Currently fluorescent fixtures are installed throughout the building. With other renovations recommended in these spaces to the ceilings and HVAC, it would be recommended to replace these fixtures with LED fixtures to take advantage of reduced maintenance and energy savings. Further energy savings are required by the MN Energy Code with lighting controls. Dimming, Occupancy Sensors and Daylight sensors would be necessary in most spaces as required by the MN Energy Code.

Gymnasium lighting has been upgraded to LED, along with pole mounted exterior fixtures. Building mounted fixtures, facade lighting and flag pole lighting should be upgraded to LED.



EXISTING EGRESS LIGHT FIXTURE AND EXIT SIGN.

Existing egress lights and exist signs are self-powered with internal batteries. Additional egress lighting may be required to provide the proper level of footcandles for egress. As part of a remodel, the new Egress and Exit lighting could be powered by the existing generator (assuming capacity exists) and a new emergency transfer switch. This would eliminate the need for batteries (and associated maintenance) in these fixtures. In lieu of wall mounted egress lighting, specific ceiling fixtures could be connected to an emergency circuit, providing the lighting needed in an emergency.

COMMUNICATIONS



CLOCK SYSTEM



The existing clock system is a wired clock system. The recommendation would be to upgrade to the district standard wireless clock system and standardize the clocks throughout the building.

OTHER COMMUNICATIONS SYSTEMS

A\V, Paging, Fire alarm, phone systems, access control, IT Infrastructure and cameras were understood to be outside of the scope of this evaluation as some systems are either adequate, new or scheduled for replacement shortly. Some of these systems may need to be taken down and reinstalled if there are modifications to walls and ceilings, but major modifications would not be necessary.

Conceptual Budget

Interior Finishes and Accessibility Upgrades

Assumed Finish Upgrades			\$7,753,945
Accessibility Upgrades			\$1,045,000
Accessible signage allowance			\$10,000
		Subtotal	\$8,808,945
	Soft Costs	26%	\$2,290,326
		TOTAL	\$11,099,271

Mechanical Systems

Fire Protection			\$550,000
Plumbing			\$723,000
Heating and Ventilating			\$7,328,000
		Subtotal	\$8,601,000
	Soft Costs	26%	\$2,236,260
		TOTAL	\$10,837,260

Electrical Systems

Power			\$486,942
Lighting			\$1,460,826
Communications			\$30,000
		Subtotal	\$1,977,768
	Soft Costs	26%	\$514,219
		TOTAL	\$2,491,988

Appendix

- A. Interior Finish and Accessibility Assessment Log
- B. Architectural Key Plan

HISTORIC OLD CENTRAL HIGH SCHOOL (HOCHS)
 Finish and accessibility Assessment Log
 DSGW Architects
 5/27/19

ROOM	Net SF	Unit	Finishes TOTAL \$	Access. TOTAL \$	FLOOR FINISH	North Wall	South Wall	East Wall	West Wall	Ceiling	Condition	Occ	COMMENTS
BASEMENT FLOOR PLAN													
Rm B1 Text Book	1,437				F1	W1	W1	W1	W1	C1	2	1	Staff: 1
Space	139				F2	W1	W1	W1	W1	C1/open	2		ACT is not in good condition
Space Hallway left side					F1	W3	W1	W3	W1	C2	2		
Rm B2 Print Shop	2,082				F1	W1	W1	W1	W1	C1	2		requires additional ventilation
B2 Office	76				F1	W1	W1	W1	W1	C1	2	2	Staff: 2
B3 Storage	525				F4	W1	W1	W1	W1	C1	2		
B3 Vault	67				F4	W1	W1	W1	W1	C2	3		
B3 Storage	269												inaccessible
B4 Print Shop	820				F1	W1	W4	W1	W1	C1	2	2	Staff: 2
B4 Toilet	26												inaccessible
B5 Storage	538				F1	W1	W1	W1	W1	C1	3		
Space Hallway to the right					F1								
Men	117			\$35,000	F3	W5	W5	W5	W5	C3	2		
Women	170			\$35,000	F3	W5	W5	W5	W5	C3	2		
Storage	202				F4	W1	W1	W1	W1	C2	3		
Space off storage room	191				F4	W2	W2	W2	W2	C2	4		
Upper Storage													inaccessible
Platform	184												inaccessible
Janitor	53												inaccessible
Storage	207				F4	W1	W1	W1	W1	C2	3		
Space off storage room	187				F4	W2	W2	W2	W2	C2	4		
Room B19 Storage	2,958				F1/F2	W3	W1	W1	W1	C1	2		
Space off room B19	94				F1	W1	W1	W1	W1	C1	3		Water damage
unused											3		
Space endof hallway	132				F2	W8	W12	W1	W12	C1	3		
Storage off room B19	219				F2	W1	W1	W1	W1	C3/open	3		
Space	612				F1	W1	W1	W4	W1	C1	2		
unused													Elevator car size 7'8" X 49"
Elevator Equip. Rm.	54				F4	W6	W6	W6	W6	C4	2		
Storage	465				F4	W4	W1	W3	W4	C4	2		ceiling is unpainted
Storage	172				F4	W4	W4	W4	W4	C2	2		substantial crack in the concrete floor
Storage	331				F2	W7	W4	W8		C2	2		
Vault	80												inaccessible
Phone Room	155												inaccessible
Storage	2,014				F4	W7	W2/W8/W1	W2/W8/W1	W1	C2	2		ceiling is unpainted
Storage	67												inaccessible
Storage	94												inaccessible
Receiving	669				F2/F5	W1	W1	W4	W1	C2	2		
B18 Mail Room	179				F5	W1	W1	W1	W1	C2	2		
Room B20 Storage	1,149				F5	W3	W4	W1	W4	C2	2		
Office	86				F5	W1	W9	W3	W3	C1	2	1	staff: 1
Office	168				F5	W1	W9	W3	W3	C1	2	1	Staff :1
Room B22 Storage	829				F2	W3	W1	W6		C2	2		
Loading Dock					F4	W2	W2	W4	W2	C5	2		tempered space, walls and floor are unpainted
unused													
Hazardous Storage	309												could not be located
Room B26 Engine Rm	2,498				F4	W2	W1	W1	W1	C2	2		
Storage	238				F2	W4	W4	W8	W1	C2	2		all surfaces are painted
Pump Room	141				F4	W8	W1	W4	W3	C2	4		Ceiling is currently not painted
Space	109				F4	W1	W1	W3	W3	C2	2		
Office	163				F4	W10	W10	W10	W1	C1	4		Water damage.
Work Shop	144				F4	W2	W10	W8	W8	C2	4		
Engineer's Office	347				F4	W1	W1	W11	W1	C1	2		
Space off Engineer's Office	49				F4	W2	W4	W2	W12	C2			
Fan Room	758				F4	W1	W1	W1	W4	C2			Unpainted / water evident on floor
Fan Room	560				F4	W2/W8	W3	W3	W4	C2	3		
Mechanical	181												inaccessible
Air Plenum	829												inaccessible
unused													

ROOM	Net SF	Unit	Finishes TOTAL \$	Access. TOTAL \$	FLOOR FINISH	North Wall	South Wall	East Wall	West Wall	Ceiling	Condition	Occ	COMMENTS
unused													
Rm off B26 Space	59				F4	W2	W2	na		C2	3		investigate pigeon infiltration
Custodial Room	410				F4	W8	na	na	W2	C3	2		
Shower					F4	na	W3	W2	W2	C3	2		
Upper Boiler Rm					F4	W2/W8	W2/W8	W2/W8	W2/W8	C6	2		
Space off upper boiler room	74				F4	W2/W8	W2/W8	W2/W8	W2/W8	C2	2		
Storage	136												inaccessible
Garage	2,079												inaccessible
Boiler Rm	2,070												inaccessible
Basement Net SF	28,971	\$35	\$1,013,985								Basement Occ.	7	
Circulation	3,984	\$50	\$199,200										
			\$1,213,185	\$70,000							NET SF / OCC	4139	
FIRST FLOOR PLAN													
Space (left side)	52				F2	W3	W3	W3	W3	C1	2		
Space (right side of stairs)	305				F2	W3	W3	W3	W3	C1	2		
Space	59				F2	W13	W13	W13	W13	C7	1		All correct
Space Hallway					F2	W1	W1	W1	W1	C1	1		
Space Left Side	267				F2	W1	W1	W1	W1	C1	2		
Elevator Car				\$75,000	F5	W18	W18	W18	W18	Elevator car	4		interior carpet and wall panels 4, car size: 78" X 49"
Space of boys & Girls bathroom	72			\$5,000	F3	W1	W1	W1	W1	C1	2		
Boys	117			\$35,000	F3	W5	W5	W5	W5	C3	2		No side transfer tlt stall - entrance to room does not meet clearances
Girls	180			\$35,000	F3	W5	W5	W5	W5	C3	3		No side transfer tlt stall - entrance to room does not meet clearances
Room 105 Office	573			\$5,000	F5	W1	W13	W12	W1	C1	1	1	Staff: 1
Rm 103 Office	627			\$5,000	F5	W1	W1	W1/W12	W12	C1	2		
Vault in room 103	50				F5	W1	W3	W3	W3	C3	2		
Office off room 103	119				F5	W12	W1	W12	W12	C1	1	1	staff: 1
Office off room 103	134				F5	W12	W1	W12	W12	C1	2	1	staff: 1
Rm 101 Office	445			\$5,000	F5	W1	W12	W12	W12	C1	2	2	staff: 2, light fixture lens are loose in grid
Office (Break room off room 101)	198				F5	W12	W1	W12	W12	C1	1	2	staff: 2
Office (off room 101)	198				F5	W12	W1	W12	W12	C1	1	1	staff: 1
Conf. Area -Office(off room 101)	273				F5	W12	W1	W12	W1	C1	2	1	staff: 1
Office (off room 101)	161				F5	W1	W12	W12	W12	C1	2		
Storage (off room 101)	96				F5	W1	W12	W12	W12	C1	2		
Vault	5												inaccessible
Space (at top of stairs in hallway)	305				F2	W1	W1	W1	W1	C8/C3	1		
Space (entry bottom of stairs)	52				F2	W14	W14	W14	W14	C3	1		
Rm 100 Office	825			\$5,000	F5	W1	W1	W12	W1	C1	1		
Rm 102 Classroom	708			\$5,000	F1	W1	W1	W12	W12	C1	2		
Rm 104 Classroom	731			\$5,000	F1	W1	W1	W12	W12	C1	2		Ceiling projector
Rm 106 Classroom	822			\$5,000	F1	W1	W1	W12	W12	C1	2		
Toilet (in room 106)	46				F3	W5	W5	W5	W5	C1	3		
Space (stair space)	267				F2	W1	W1	W1	W1	C1/C3	1		Ceiling tile has water damage
Rm 109 Classroom	828				F5	W1	W1	W1	W1	C1	2		
Breakroom (109A office)	131				F1	W1	W1	W1	W1	C1	2		
Rm 111 Classroom	544			\$5,000	F5	W1	W1	W12	W12	C1	1		
Rm 113 Classroom	565			\$5,000	F5	W1	W1	W12	W12	C1	2		
Space (off room 113A)	124				F5	W1	W12	W12	W12	C1	2		
113A Office	529				F5	W12	W1	W12	W12	C1	2	2	Staff: 2
113B Office	483				F5	W1	W15	W1	W12	C1	2		Ceiling projector
Office (off room 113B)	165				F5	W15	W1	W12	W12	C1	1	1	staff: 1
Space (near staircase)	298				F2	W1	W1	W1	W1	C8/C3	2		
Space (near stairs in hallway entrance)	52				F2	W14	W14	W14	W14	C3	2		
Rm112 Museum 1890	1,550			\$5,000	F6	W1	W1	W1	W12	C3	2		Room requires ventilation
Rm 110 Classroom	806			\$5,000	F5	W1	W1	W1	W12	C1	2		Note: Ceiling tile is 2 x 2, in lieu of building standard, Ceiling projector
Rm 108 Classroom	575			\$5,000	F5	W1	W1	W12	W12	C1	2		
Office (off room 108)	78				F5	W12	W1	W12	W12	C1	2	1	Staff: 1
Storage (151)	151				F1	W12	W1	W12	W12	C1	2		
Storage (near rm 108 off hallway)	181				F5	W12	W1	W12	W12	C1	3		
Hallway space					F1	W1	W1	W1	W1	C1	3		

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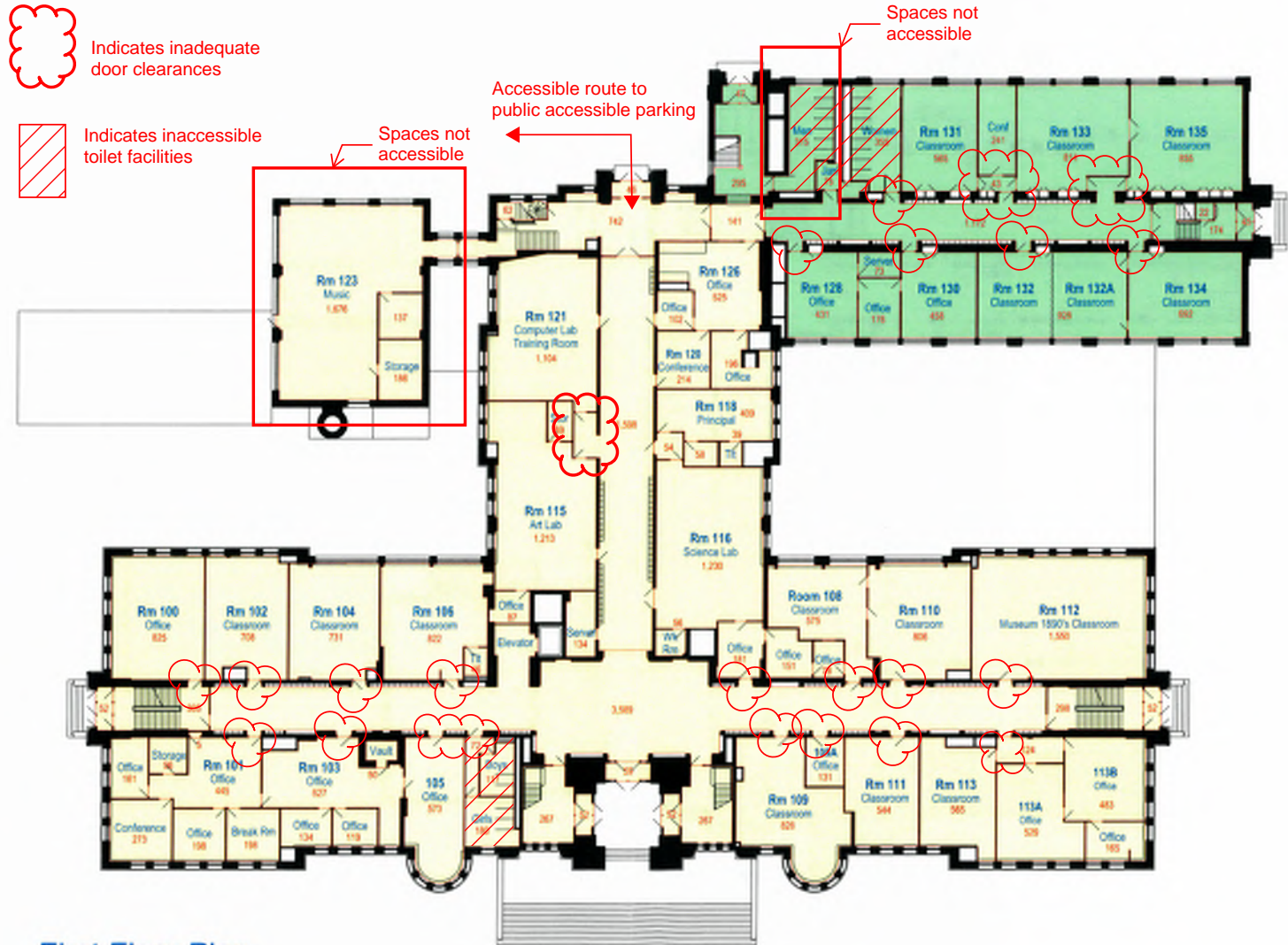
ROOM	Net SF	Unit	Finishes TOTAL \$	Access. TOTAL \$	FLOOR FINISH	North Wall	South Wall	East Wall	West Wall	Ceiling	Condition	Occ	COMMENTS
Server (off hallway to left)	134				F1	W12	W1	W1	W1	C1	3		Plywood wall panel South & West
Rm 116 Science Lab	1,230				F1	W1	W15	W1	W1	C1	2		
Wk Rm (off room 116)	56												inaccessible
Room 115 Art Lab	1,213			\$5,000	F1	W1	W15	W1	W1	C1	3		
Office (off room 115)	87				F5	W16	W15	W15	W15	C1	3		
Dark room (storage in room 115)	69				F1	W12	W12	W12	W12	C1	3		
Rm 118 Principal	409				F1/F5	W12	W12	W3	W1	C1	2		original Nurse's Office
Space (near rms 116 & 118)	54				F5	W12	W12	W12	W12	C1	2		
Space (off room 118)	58				F1	W1	W1	W1	W1	C1	2		This room has an existing sink
Toilet (in room 118)	39				F3	W5	W5	W5	W5	C1	2		
Room 120 Work Room	214				F5	W1	W1	W1	W4	C1	2		2 x 2 ceiling tile in lieu of building standard
Rm 126 Office	525				F5	W1	W1	W1	W1	C1	2		staff: 4, 2 x 2 ceiling tile in lieu of building standard
Office (off room 126)	196				F5	W1	W1	W4/W1	W1	C1	2		staff: 1, 2 x 2 ceiling tile in lieu of building standard, Water damage ACT
Waiting (off rm 126 & hallway entrance)	102				F5	W12	W12	W12	W12	C1	2		2 x 2 ceiling tile in lieu of building standard
Rm 121 Comp. Lab Tr. Rm	1,104			\$5,000	F5	W1	W12	W4/W1	W1	C1	2		parital wood wainscot
Space End hallway	742				F7/F2	W1	W1	W1	W1	C1/C3			2 x 2 ceiling tile in lieu of building standard
Space (off rm 126 & hallway entrance)	141				F7/F2	W1	W1	W1	W1	C1	2		
Space (at end of hallway)	46				F2	W14	W14	W14	W14	C7	1		
Stair (space near stair off hallway)	62				F2	W1	W1	W1	W1	C3	2		
Rm 123 Music	1,676				F1	W1	W1	W1/W12	W1	C8	4		Ceiling has water damage and flooring is compromised
Mechanical Room (in room 123)	137				F1	W12	W1	W1	W12	C8	3		
Storage (in room 123)	186				F1	W1	W1	W1	W1	C3	3		roof access and ladder
Hallway space					F2	W1	W1	W1	W1	C8	2		
Room 128 Office	431			\$5,000	F5	W1	W1	W12	W1	C1	2	2	staff: 2
Server (off room 128)	73				F1	W1	W12	W12	W12	C1	2		
Office (off room 128 & 130)	176				F5	W12	W1	W12	W12	C1	2	1	staff: 1
Rm 130 Classroom	458			\$5,000	F5	W1	W1	W12	W12	C1	3		ceiling projector
Rm 132 Classroom /132A unused	926			\$5,000	F5	W1	W1	W12	W12	C1	2		
Rm 134 Classroom	592			\$5,000	F5	W1	W1	W1	W12	C1	2		
Ticket Booth	52				F2	W1	W1	W1	W1	C3	3		
Space (near staircase)	174				F2	W1	W1	W1	W1	C3	2		
Space (top of stairs end of hallway)	45				F2	W1	W1	W1	W1	C3	2		
Rm 135 Classroom	855			\$5,000	F5	W1	W1	W1	W12	C1	2	1	staff: 1, historic built ins, south wall
Rm 133 Classroom	814			\$5,000	F5	W1	W1	W12	W12	C1	2	3	staff: 3, historic built ins, south wall
Storage (43 labeled conf.)	241				F5	W1	W1	W12	W12	C1	2		
Rm 131 Classroom	565			\$5,000	F5	W1	W1	W12	W12	C1	2		
Women	355			\$75,000	F2	W1	W1	W1	W1	C3	3		No side transfer tl stall - entrance to room does not meet clearances
Janitor	75												inaccessible
Men	315			\$75,000	F2	W1	W1	W1	W1	C3	3		No side transfer tl stall - entrance to room does not meet clearances
Space (space off mens room)	295				F2	W1	W1	W1	W1	C3	2		
Space (end of room)	47				F2	W1	W1	W1	W1	C3	4		Water damage walls and ceiling
ADD NEW ELEVATOR TO GYM				\$200,000									
ADD NEW ELEVATOR TO MUSIC				\$150,000									
First Floor Net SF	29,716	\$70	\$2,080,120									First Floor Occ.	20
Circulation	9,300	\$50	\$465,000									NET SF / OCC	1486
			\$2,545,120	\$755,000									
SECOND FLOOR													
Space (top of staircase)	339				F2	W1	W1	W1	W1	C8	1		
Rm 200 Human Res.	1,991				F5	W1	W1	W1	W15	C1	1	2	staff: 2
Office (in room 200)	180			\$5,000	F5	W15	W15	W15	W1	C1	1	1	staff: 1
Office (in room 200)	184				F5	W1	W15	W15	W1	C1	1	1	staff: 1
Conference Room (in room 200)	223				F5	W1	W15	W15	W15	C1	1		
Office (in room 200)	181				F5	W12	W15	W15	W15	C1	1	1	staff: 1
Office (in room 200)	178				F5	W13	W15	W15	W15	C1	1	1	staff: 1
Room 202 (Connects with room 200 -HR-1,991))				\$5,000	F5	W14	W12	W12	W15	C1	1	4	staff: 4
Office (in room 202)	197				F5	W14	W15	W12	W15	C1	1	1	staff: 1
Room 201 Spec. Serv.	1,028			\$5,000	F5	W3	W1	W15	W15	C1	1	7	staff: 7
Office (in room 201)	119				F5	W3	W15	W1	W15	C1	1	1	staff: 1

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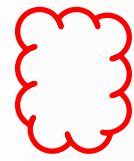
ROOM	Net SF	Unit	Finishes TOTAL \$	Access. TOTAL \$	FLOOR FINISH	North Wall	South Wall	East Wall	West Wall	Ceiling	Condition	Occ	COMMENTS
Office (in room 201)	119				F5	W15	W15	W15	W15	C1	1	1	staff: 1
Office (in room 201))	213				F5	W15	W15	W15	W15	C1	1	1	staff: 1
Work Room (off room 201)	160				F5	W3	W15	W12	W12	C1	1		
Work Room (off room 201)	146				F5	W3	W15	W15	W15	C1	1		
Conference Room (off rm 201 & 203)	269				F5	W15	W1	W15	W15	C1	1		Finishes estimated
Rm 203 Asst. Super.	548			\$5,000	F5	W3	W15	W12	W15	C1	1	2	staff: 2
Office (off room 203)	275				F5	W3	W13	W12	W15	C1	1	1	staff: 1
Space (space before mens room)	76			\$5,000	F3	W15	W1	W1	W1	C3	2		Water damage at ceiling
Mens room	117			\$35,000	F3	W5	W5	W5	W5	C3	1		No side transfer tlrt stall - entrance to room does not meet clearances
Womens room	184			\$35,000	F3	W5	W5	W5	W5	C3	1		No side transfer tlrt stall - entrance to room does not meet clearances
Hallway Space					F2	W3	W3	W3	W3	C1	2		
Space (off hallway near room 209)	282				F2	W3	W3	W3	W3	C1	2		Water damage at ceiling
Server Room 209	371				F1	W17	W17	W17	W17	C9	2		Raised floor approx. 6"
Space (in room 209)	15				F2	W3	W3	W3	W3	C1	2		Water damage at ceiling
unused													
unused													
Janitor's Closet	28				F1	W3	W3	W3	W3	C3	3		
Superintendent's Office 213	860			\$5,000	F5	W3	W1	W15	W15	C1	2	1	staff: 1
Superintendent (860)													Same as 213
Toilet	35				F3	W5	W5	W5	W5	C3	2		
Space (off room 213)	33				F5	W12	W15	W15	W15	C1	2		
unused													
Office (off room 213)	178				F5	W15	W1	W15	W1	C1	1		
Conference Room (off room 213)	333				F5	W15	W15	W12	W15	C1	1		
Office (off room 213)	233				F5	W15	W1	W15	W15	C1	2	1	staff: 1
Rm 215 Bus. Services	794			\$5,000	F5	W1	W1	W15	W15	C1	2	1	staff: 1
Closet (in room 215)	53				F5	W1	W1	W1	W1	C1	2		Room use? Not determined
Office (in room 215)	139				F5	W12	W1	W12	W12	C1	2	1	staff: 1
Conf. Rm (in rm 215 labeled office)	214				F5	W1	W15	W1	W15	C1	2		
Office (in room 215)	329				F5	W15	W1	W1	W15	C1	1		
Space (by staircase)	339				F2	W1	W1	W1	W1	C8/open	1		
Rm 214 Payroll/Finance & Acnting	2,476			\$5,000	F5	W13	W1	W12	W15	C1	2	7	staff: 7
Rm 212 Purchasing/Accounting				\$5,000	F5	W13	W1	W12	W15	C1			
Office (in room 214)	167				F5	W12	W1	W14	W12	C1	3		Ceiling is compromised
Office (in room 214)	181				F5	W1	W12	W14	W12	C1	2		
Office (in room 212)	169				F5	W1	W15	W15	W15	C1	2	1	staff: 1
Office (in room 212)	194				F5	W1	W15	W15	W15	C1	2	1	staff: 1
Rm 210 Board Conference	748				F5	W12	W12	W12	W12	C1	1		
Toilet (in room 210)	41				F3	W5	W5	W5	W5	C3	2		
Toilet (in room 210)	42				F3	W5	W5	W5	W5	C3	2		
Rm 218 Brd Rm 219/ Vend(4983)	4,983				F1/F5	W13	W13	W13	W12	C8	1		
Space (off room 219)	169				F5	W12	W12	W12	W1	C1	2		
Space (off room 219)	161				F5	W12	W12	W12	W1	C1	2	1	staff: 1
Space (off room 219 & 220)	97				F5	W12	W12	W12	W1	C1	2	1	staff: 1
Room 220 Sped Tosa	559				F5	W12	W1	W1	W1	C1	3	3	staff: 3
unused													
Space (off room 220)	453				F5	W14	W12	W15	W15	C1	3	1	staff: 1
Space (off room 222)	333				F1	W12	W12	W13	W12	C1	2		
Toilet (off Venditenia area)	49				F3	W5	W5	W5	W5	C3	2		
Space (in room 222)	174				F1	W12	W12	W13	W12	C1	3		
Room 222					F1	W12	W12	W1	W12	C1	3		
Gymnasium	6,850				F8	W1	W1	W1	W1	C10	1		
Space (off gymnasium)	405				F2	W1	W1	W1	W1	C3	2		
Kitchen	575				F1	W1	W1	W1	W1	C1	2		Washable ceiling tile
Space (staircase area)	240				F2	W1	W1	W1	W1	C3	2		
Room 224 Weight Room	419				F5	W1	W17	W17	W17	C3	3		
Office (in room 224)	78				F5	W17	W1	W17	W1	C3	3	1	staff: 1
Second Floor Net SF	30,526	\$70	\$2,136,820									Second Floor Occ.	44
Circulation	5,736	\$50	\$286,800									NET SF / OCC	694
			\$2,423,620	\$115,000									

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ROOM	Net SF	Unit	Finishes TOTAL \$	Access. TOTAL \$	FLOOR FINISH	North Wall	South Wall	East Wall	West Wall	Ceiling	Condition	Occ	COMMENTS
THIRD FLOOR PLAN													
Space (near staircase)	260				F2	W1	W1	W1	W1	C3	1		
Rm 301 St. Louis Cty Soil/Water	676			\$5,000	F5	W12	W2	W12	W1	C1	2	4	Staff: 4
Space (off hallway & room 301)	98				F5	W1	W12	W12	W15	C1	2		
Conference (in room 301)	343				F5	W1	W15	W15	W1	C1	2	3	staff: 3
Office (in room 301)	308				F5	W15	W1	W15	W1	C1	1	2	staff: 2
Office (in room 301)	115				F5	W15	W1	W15	W15	C1	1	1	staff: 1
Rm 300 Federal Programs	532			\$5,000	F5	W15	W1	W12	W15	C1	2	2	staff: 2, carpet is very worn
Office (in room 300)	92				F5	W1	W15	W15	W15	C1	3	1	staff: 1, carpet is very worn, water damage on ceiling tile
Office (2 Offices)	263				F5	W1	W15	W15	W15	C1	2	1	staff: 1 each Office
Conference Room	682				F5	W1	W1	W15	W15	C1	2	5	staff: 5, carpet is very worn
Room 300D Conference	486				F5	W1	W1	W1	W1	C1	2		ceiling projector
Storage (in room 300D)	83				F5	W1	W1	W1	W1	C1	2		
Room 302 Conference	893				F5	W1	W1	W1	W1	C1	2		ceiling projector
Room 303 File Storage	575				F5	W1	W14	W12	W14	C1	2		
Room 305 Child Nutrition	693				F5	W1	W14/W1	W1	W1	C1	1	4	staff: 4
Men	110			\$35,000	F3	W5	W5	W5	W5	C3	1		No side transfer tlit stall - entrance to room does not meet clearances
Women	136			\$35,000	F3	w5	W5	W5	W5	C3	2		No side transfer tlit stall - entrance to room does not meet clearances
Room 309 Kitchen	330				F1	W1	W1	W1	W1	C1	1		
Elevator													
Hallway area													
Tower (CHS Office)	343												inaccessible
Janitor Rm	4				F2	W1	W1	W1	W1	C3	3		Step up: 6"
Room 313 File Storage	274				F4	W1	W1	W1	W1	C1	2		
Rm 317/ Rm 319 Curriculum	1,285			\$10,000	F5	W1	W1	W12	W12	C1	2	4	staff: 4
Office (off room 313 & 317)	151				F5	W12	W1	W12	W12	C1	3	1	staff: 1, water damage at ceiling tile, east wall partial height
Office (in room 317)	121				F5	W12	W12	W12	W12	C1	2	1	staff: 1, east wall partial height
Work Room (in room 317)	91				F5	W1	W12	W12	W12	C1	3		
Room 318 Conference	1,431			\$5,000	F5	W1	W1	W12	W12	C1	2		ceiling projector
Room 320 Technology	1,166			\$5,000	F5	W1	W1	W12	W12	C1	1	9	staff: 9
Conf. Rm / Break Rm (off room 320)	102				F5	W1	W12	W1	W12	C1	1		
Conference (in room 320)	142				F5	W1	W12	W1	W12	C1	2	2	staff: 2
Office (in room 320)	135				F5	W12	W1	W1	W12	C1	2	1	staff: 1
Staircase area	263				F2	W1	W1	W1	W12	C1/C3	2		
Room 321 Curriculum	1,040			\$5,000	F5	W1	W1	W12	W12	C1	3	1	staff: 1
Office (in room 321)	151				F5	W1	W12	W1	W12	C1	3	1	staff: 1, water damage at ceiling tile
Office (in room 321)	153				F5	W12	W12	W1	W12	C1	2	1	staff: 1, water damage at ceiling tile
Office (in room 321)	205				F5	W12	W1	W1	W12	C1	2	1	staff: 1
unused													
Storage (off Upper Board Room)	7				F8	W1	W1	W1	W1	C1	3		
Storage (off the Upper Board Room)	185				F8	W1	W1	W1	W1	C1	3		Water damage at ceiling tile
Staircase (behind the balcony)	151				F2	W1	W1	W1	W1	C3	2		
Stair (behind balcony near gymnasium)	370				F2	W1	W1	W1	W1	C3	2		
Janitor Room	39												inaccessible
Balcony	3,233												
unused													
unused													
Boys Locker Room	500				F4	W1	W1	W1	W1	C3	3		Terrazzo in the shower area
Vestibule 23 (boys locker room)	62				F4	W1	W1	W1	W1	C3	3		
Vestibule	24				F4	W1	W1	W1	W1	C3	3		
unused													
unused													
Space (near staircase)	234				F2	W1	W1	W1	W1	C3	2		
Janitor (near the girls locker room)	15				F4	W1	W1	W1	W1	C3	3		roof hatch with ladder
Girls Locker Room	394				F4	W1	W1	W1	W1	C3	3		Terrazzo in shower area
unused													
unused													
unused													
Third Floor Net SF	18,946	\$70	\$1,326,220								Third Floor Occ.	45	
Circulation	4,916	\$50	\$245,800								NET SF / OCC	421	
			\$1,572,020	\$105,000									



First Floor Plan



Indicates inadequate door clearances

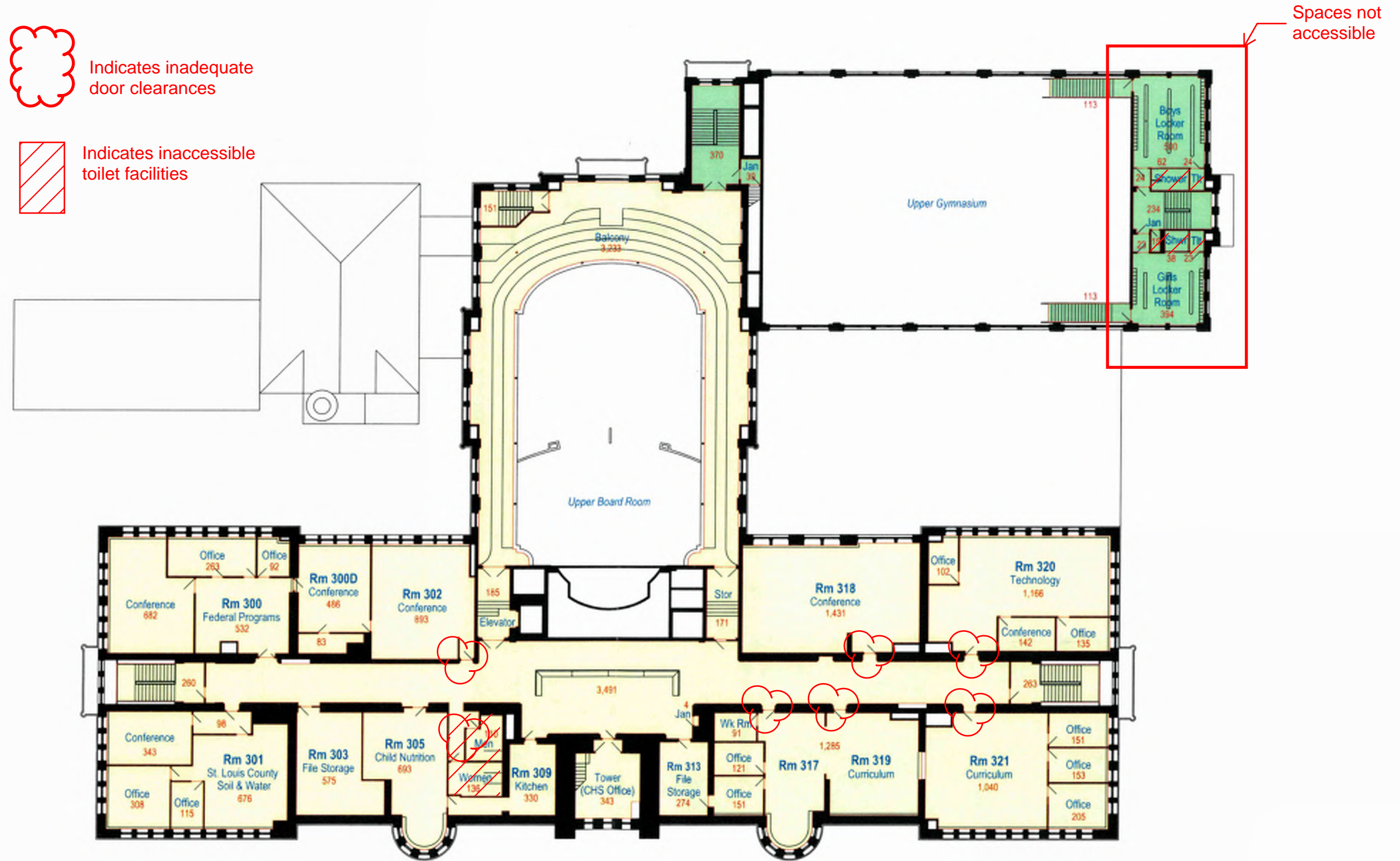


Indicates inaccessible toilet facilities



Spaces not accessible

Second Floor Plan



Third Floor Plan

