

Regular Business Meeting

Tuesday, May 9, 2023 5:30 PM

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

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

2) **Adoption of the Agenda**

3) **Acceptance of Minutes**

3)a. April 11, 2023

4) **Public Comments**

5) **Recess**

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

6)a. Superintendent's Update

6)b. Fiscal Year 2023-24 Budget Presentation

6)b.1. Fiscal Year 2023-2024 Capital Plan

6)b.2. Updated Long-Term Facilities Maintenance (LTFM) Plan

6)c. 2022 Graduation Rates Data Review

6)d. High Dosage Tutoring Update

7) **Policy Committee Report**

7)a. Revision of Policy 5635 and Adopting Policy 5637 (2023-0024)

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

8)a. Approval of the Consent Agenda

8)a.1. Personnel Items

8)a.1.a. Approval of List A personnel matters (2023-05-ER-A)

8)a.1.b. Approval of List B personnel matters (2023-05-ER-B)

8)a.2. Contracts

8)a.2.a. Amendment to contract 2023-4400001390 with BerganKDV

8)a.2.b. Authorization to contract with Genesis Consulting

8)a.2.c. Contract with iDreamTV (2023-4400001707)

8)a.2.d. Amendment to contract 2023-4400001422 with iFixYouri Corp.

8)a.2.e. Authorization to contract with Now Micro

- 8)a.2.f. Amendment to contract 2023-14062 with Pope Architects
- 8)a.2.g. Contract with Scholastic Inc (2023-440000xxxx)
- 8)a.2.h. Amendment to contract 2023-14037 with Sheehy Construction
- 8)a.2.i. Contract with Seon Design USA Corp (2023-14073)
- 8)a.2.j. Contract with Toshiba (2023-4400001704)
- 8)a.2.k. Contract with Trane Co (2023-14071)
- 8)a.2.l. Amendment to contract 2022-4400001478 with Watercourse Counseling Center
- 8)a.3. Agreements
 - 8)a.3.a. Authorizing a Temporary Construction and Access Easement at Washburn (2023-0031)
- 8)a.4. Resolutions
 - 8)a.4.a. Resolution to Approving Equal Treatment in Transporting Students Funding to Non-Public Schools (2023-0029)
 - 8)a.4.b. Resolution Supporting the 2023-2024 Minnesota GreenCorps Member Host Site Application (2023-0030)
- 8)a.5. Appointments
 - 8)a.5.a. Appointment to the City of Minneapolis Planning Commission
- 8)b. Revision of Policy 3440: Inventories (2023-0023)
- 9) **New Business**
 - 9)a. Resolution Regarding the Creation of a Community Work Group on Special Education
- 10) **Reports from Board of Education Directors**
- 11) **Adjournment**

**OFFICIAL MINUTES
MINNEAPOLIS BOARD OF EDUCATION (SPECIAL SCHOOL DISTRICT NO. 1)**

**REGULAR BUSINESS MEETING
APRIL 11, 2023**

CALL TO ORDER

In accordance with applicable requirements, notice was provided to each member of the Board of Education and to the public not less than three days prior to the meeting. Board members met in a regular meeting in the assembly room at the John B. Davis Educational Services Center (1250 West Broadway Ave. Minneapolis, MN) on April 11, 2023.

Chair Sharon El-Amin called the meeting to order at 5:30 p.m., a quorum being present.

ROLL CALL

Present: Directors Abdul Abdi, Sharon El-Amin, Fathia Feerayarre (arrived after roll call at 5:45pm), Adriana Cerrillo (arrived after roll call at 6:30pm), Lori Norvell, Ira Jourdain, Collin Beachy, Kim Ellison, Joyner Emerick (9); Ex Officio members Interim Superintendent Rochelle Cox, Student Representative Halimah Abdullah, Student Representative Abdihafid Mohamed (3)

Directors Absent: (0)

APPROVAL OF AGENDA

Beachy moved to approve the agenda, including an amendment by El-Amin to add an action item to make April 21, 2023 a non-school day under new business.

On a voice vote, the motion as amended was adopted with the following result:

Aye: Abdi, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (7)

Nay: (0)

Abstain: (0)

Absent: Feerayarre, Cerrillo (2)

ACCEPTANCE OF MINUTES

Norvell moved to approve the minutes from the March 7, 2023 and March 14, 2023 meetings.

On a voice vote, the motion was adopted with the following result:

Aye: Abdi, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (7)
Nay: (0)
Abstain: (0)
Absent: Feerayarre, Cerrillo (2)

PUBLIC COMMENTS

Comments were heard from members of the public.

REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS

Interim Superintendent Rochelle Cox and staff provided updates and presentations on the following topics:

- Superintendent's Update
- School Year 2023-2024 Budget Development: Department Allocations
- Contract Alternative Schools
- Magnet Schools
- Newcomers Services Overview

No votes or action was taken on these informational/discussion items.

POLICY COMMITTEE REPORT

Policy committee Chair Norvell provided the committee's report, which included a first reading of proposed revisions to Policy 3440 (Inventories).

ACTION ITEMS BY THE BOARD OF EDUCATION

Approval of the Consent Agenda

Abdi moved to approve the consent agenda, which included the following items:

- Approval of List A personnel matters (2023-04-ER-A)
- Approval of List B personnel matters (2023-04-ER-B)
- Authorization to amend a contract with Change Equals Opportunity (CEO)
- Authorization to contract with EF Explore America Inc
- Amendment to contract 2023-13994 with Frontier Transportation Services LLC
- Authorization to amend contract 13895 with Garda World
- Amendment to contract 2023-13996 with Minneapolis and Suburban Bus Company
- Contract with RAK Construction Inc
- Amendment to contract 2023-13995 with Rift Valley Transportation Inc
- Authorization to amend a contract with TOUCH

- Authorizing an amendment to a lease agreement with the University of Minnesota (2023-0025)
- Resolution authorizing a lease agreement for warehouse and storage (2023-0026)

On a voice vote, the motion to approve the consent agenda was adopted with the following result (applied to all consent agenda items):

Aye: Abdi, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (9)
Nay: (0)
Abstain: (0)
Absent: (0)

NEW BUSINESS

School Calendar Modification for April 21, 2023 and June 16, 2023

El-Amin moved to convert Friday, April 21, 2023 to a non-school day and authorize that Friday, June 16, 2023, be designated as a make-up day, if needed, for any schools that would fall below the state instructional minimums.

On a voice vote, the motion as amended, was adopted with the following result:

Aye: Abdi, Feerayarre, Cerrillo, Norvell, Jourdain, Beachy, Ellison, Emerick, El-Amin (9)
Nay: (0)
Abstain: (0)
Absent: (0)

REPORTS FROM BOARD OF EDUCATION DIRECTORS

The following directors and student representatives provided reports:

- Emerick
- Norvell
- Abdi
- Jourdain
- Beachy
- El-Amin

A notice appointing the following individuals to the World's Best Workforce (WBWF) Advisory Committee Appointments was published:

- Nafessah Muhammad (appointed by Emerick)

ADJOURNMENT

Without objection, Chair El-Amin adjourned the meeting at 9:21 p.m.

DRAFT

Secretary Notations:

- Minutes submitted by Ryan Strack, Assistant to the Superintendent and Board
- Meeting materials:
<https://meetings.boardbook.org/Public/Agenda/1807?meeting=575072>
- Minutes approved: DATE APPROVED

Attachments: *(added upon approval of minutes)*

- Draft resolutions from the policy committee report
- Resolution 2023-0026 authorizing a lease agreement for warehouse and storage

Approvals:

Sharon El-Amin, Chair

Lori Norvell, Clerk



Superintendent's Report

Regular Business Meeting

May 9, 2023

Superintendent Update

Interim Superintendent Rochelle Cox

Appendix

FY24 District Budget Fund Walkthroughs

Food Service

- Despite the passage of Universal Meals legislation, we continue to expect the food service fund to lose \$4.3M.
- This is because of inflationary pressures as well as increasing wages.

FY24 Revenue	\$ 22,487,000
FY24 Expenditures	\$ 26,819,050
FY24 Change in Fund Balance	<hr/> <u>\$ (4,332,050)</u>
Projected Fund Balance as of 6/30/2023	\$ -
Projected Fund Balance 6/30/2024 Before Transfers	\$ (4,332,050)
Projected Transfers from General Fund	\$ 4,332,050
Projected Fund Balance 6/30/2024 After Transfers	<hr/> <u>\$ -</u>

Community Service

- The Community Service fund relies on a substantial amount of ESSER funding, especially in Early Childhood.
- While this funding will allow full programming to continue in FY24, adjustments will have to be made in FY25.

FY24 Revenue	\$ 32,247,958
FY24 Expenditures	\$ 36,265,308
FY24 Change in Fund Balance	<u>\$ (4,017,350)</u>
Projected Fund Balance as of 6/30/2023	\$ 6,000,000
Projected Fund Balance 6/30/2024 Before Transfers	\$ 1,982,650
Projected Transfers from General Fund	\$ -
Projected Fund Balance 6/30/2024 After Transfers	<u>\$ 1,982,650</u>

Capital Projects Fund

- The Capital Projects fund is used to fund district capital initiatives such as new construction and long term maintenance.
- All revenue to this fund comes from the receipts of district bond issues.
- Expenditures represent a use of bond proceeds.
- A negative change in fund balance means that the district is using bond proceeds received in a prior year. The capital projects fund is not an operating fund and a decrease does not represent an operating deficit.

FY24 Revenue	\$ 83,908,725
FY24 Expenditures	\$ 132,002,128
FY24 Change in Fund Balance	<u>\$ (48,093,403)</u>
Projected Fund Balance as of 6/30/2023	\$ 183,910,889
Projected Fund Balance 6/30/2024 Before Transfers	\$ 135,817,486
Projected Transfers from General Fund	\$ -
Projected Fund Balance 6/30/2024 After Transfers	<u>\$ 135,817,486</u>

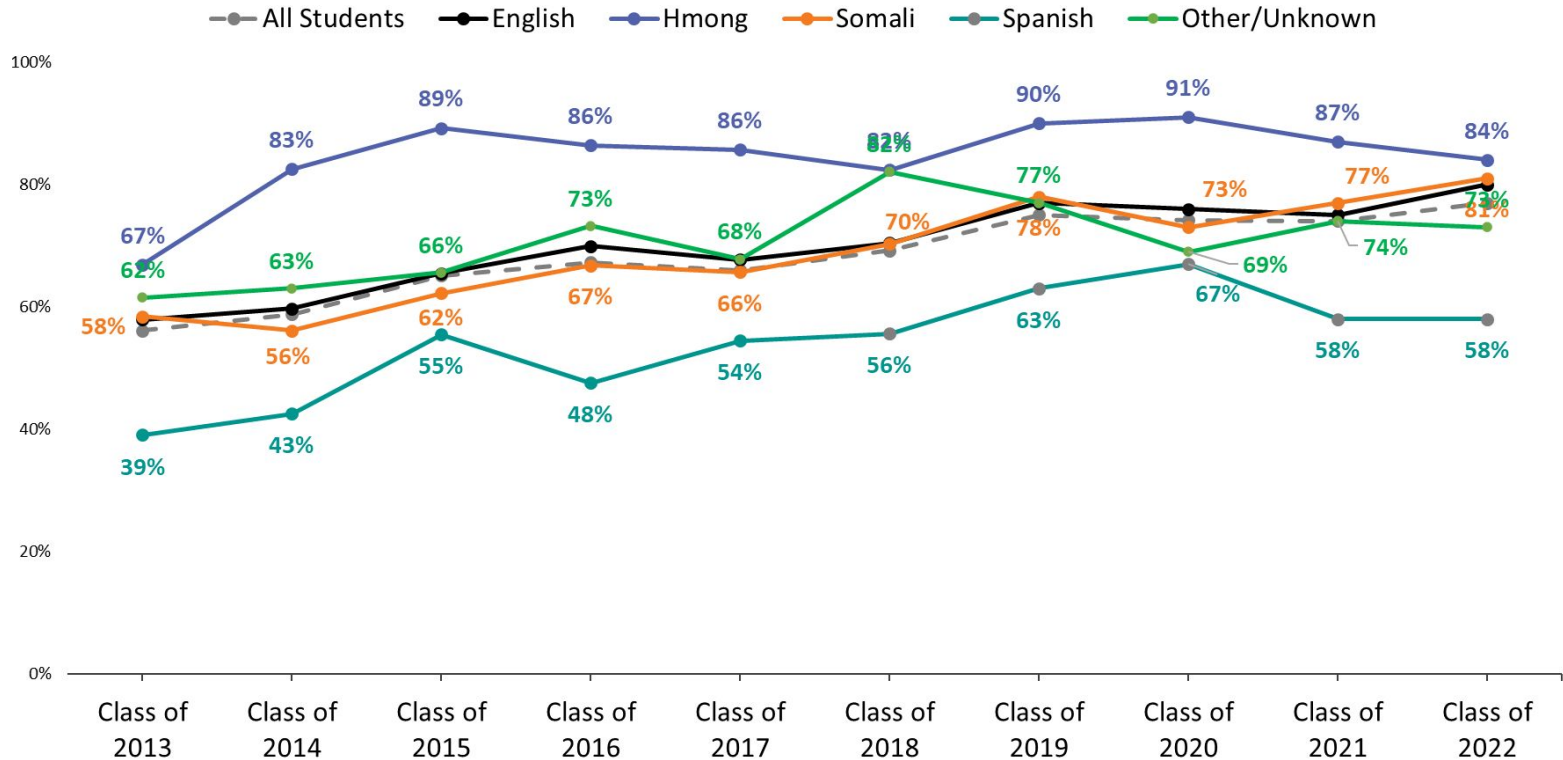
Debt Service

- The debt service fund is used to pay the principal and interest due on district bond issues.
- Debt service revenue is part of the annual levy.
- The district is allowed to levy for the amount due.

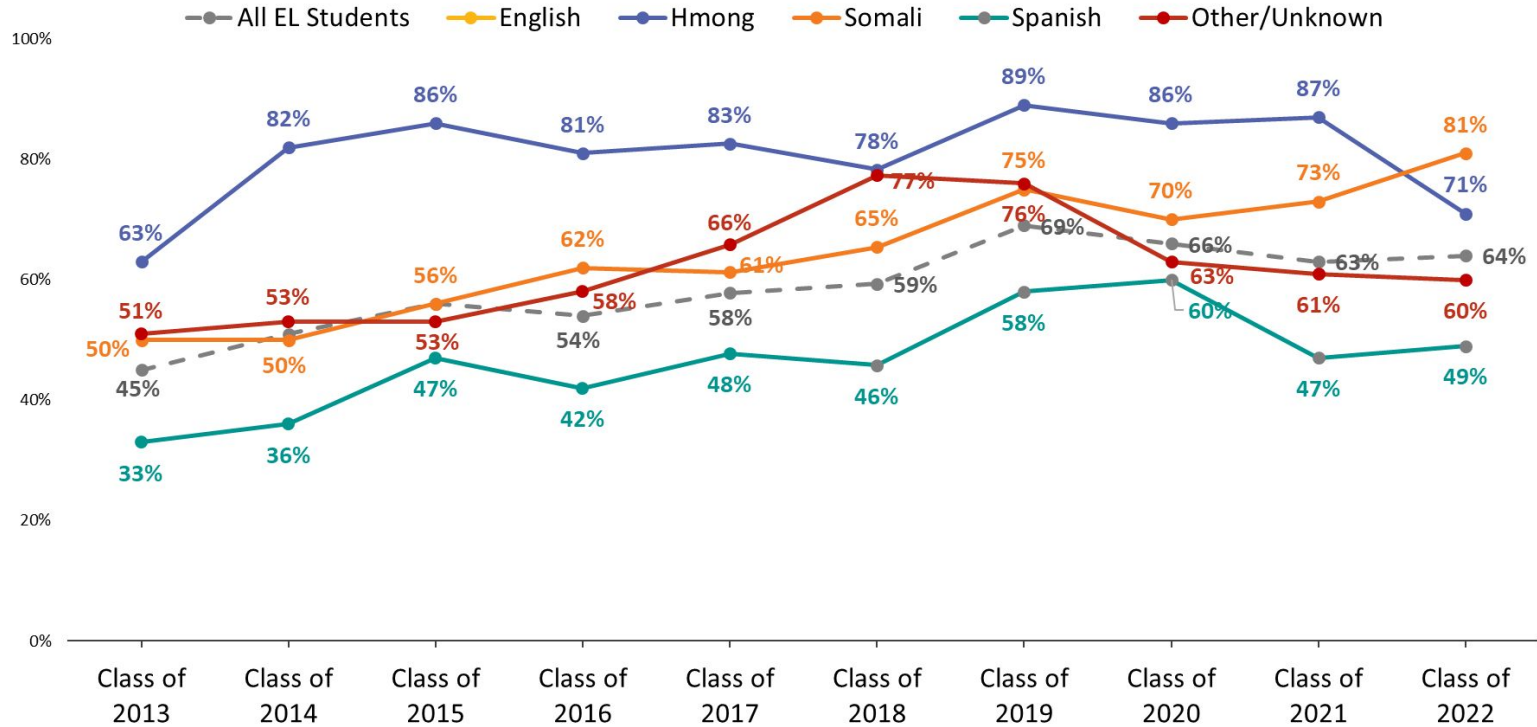
FY24 Revenue	\$ 92,497,294
FY24 Expenditures	\$ 92,497,294
FY24 Change in Fund Balance	<hr/> \$ - <hr/>
Projected Fund Balance as of 6/30/2023	\$ -
Projected Fund Balance 6/30/2024 Before Transfers	\$ -
Projected Transfers from General Fund	\$ -
Projected Fund Balance 6/30/2024 After Transfers	<hr/> \$ - <hr/>

2022 Graduation Rates Data

Four-Year Graduation Rate Trend by Home Language: All Students



Four-Year Graduation Rate Trend by Home Language: EL Students only

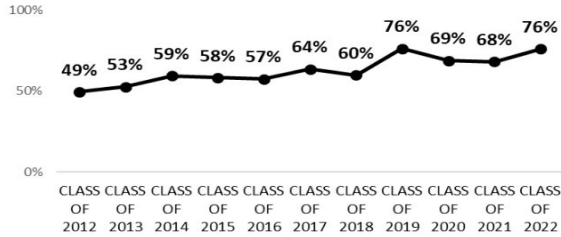


Four Year Graduation Rate Trend

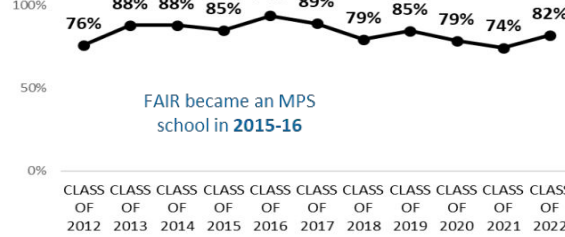
	Class of 2019		Class of 2020		Class of 2021		Class of 2022		DIFF
	N	% Grad	N	% Grad	N	% Grad	N	% Grad	
All Students	2617	75%	2567	74%	2479	74%	2482	77%	3%
<i>Race/Ethnicity</i>									
American Indian	106	44%	80	36%	128	50%	123	50%	0%
Black	1084	71%	1051	68%	970	68%	910	72%	4%
Asian	180	87%	170	85%	159	86%	134	87%	1%
Hispanic	459	64%	467	67%	383	60%	418	61%	1%
White	771	90%	776	88%	806	89%	844	92%	3%
Pacific Islander	2		3		2		4		NA
Two or more races	15	67%	20	60%	31	61%	49	78%	17%
<i>Special Programs</i>									
Non English Learner	1879	78%	1844	77%	1891	77%	1933	80%	3%
English Learner	738	69%	723	66%	588	63%	549	64%	1%
Non Special Education	2157	80%	2129	79%	2076	79%	2050	82%	3%
Special Education	460	52%	438	51%	403	48%	432	52%	4%
Non Lunch Eligible	751	92%	723	89%	773	90%	840	90%	0%
Lunch Eligible	1866	68%	1844	68%	1706	67%	1642	70%	3%
Homeless	295	47%	303	50%	277	46%	233	51%	5%
<i>Home Language</i>									
English	1687	77%	1632	76%	1626	75%	1665	80%	5%
Hmong	86	90%	75	91%	78	87%	56	84%	-3%
Somali	375	78%	342	73%	344	77%	307	81%	4%
Spanish	376	63%	403	67%	324	58%	358	58%	0%
Other/Unknown	93	77%	115	69%	107	74%	96	73%	-1%
<i>African American by Home Language</i>									
African Amer (Eng Home Lang)	650	65%	640	66%	572	61%	565	67%	6%
African Amer (Non-Eng Home Lang)	434	79%	411	72%	398	78%	345	81%	3%

Four-Year Graduation Rate Trend by School

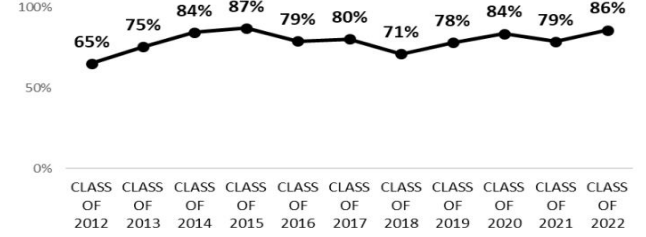
Edison



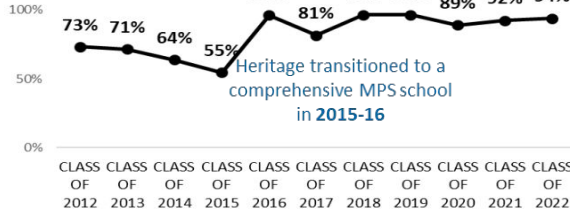
FAIR



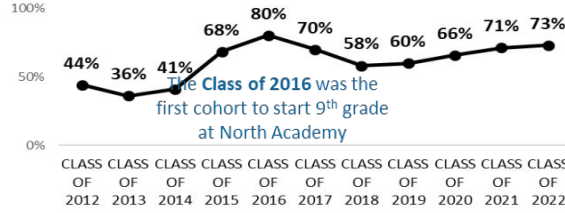
Henry



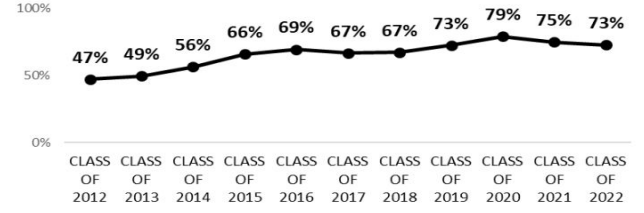
Heritage



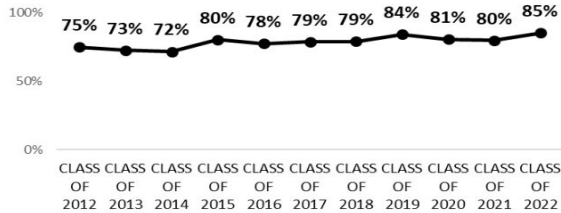
North/North Academy



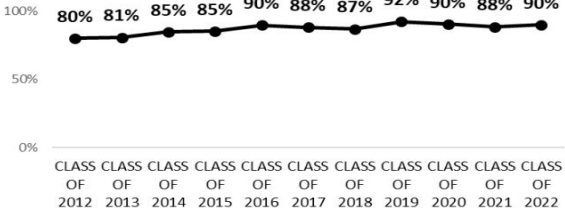
Roosevelt



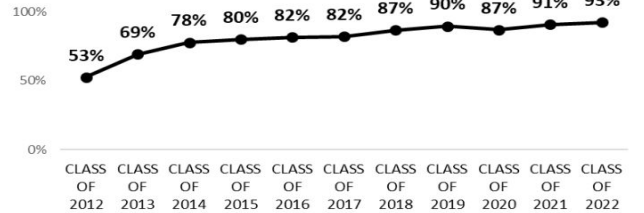
South



Southwest



Washburn

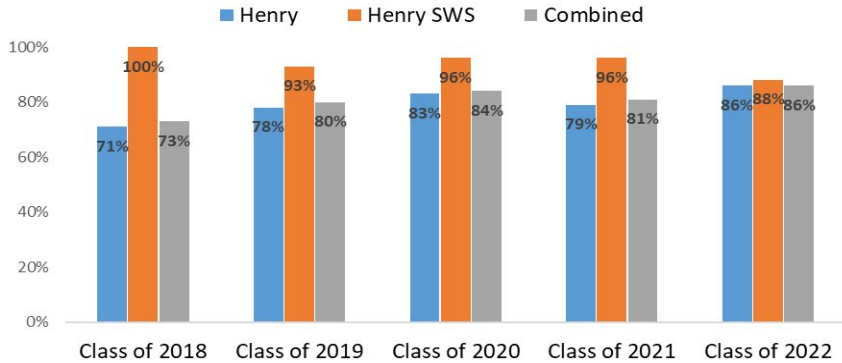


Four Year Graduation Rate Trend

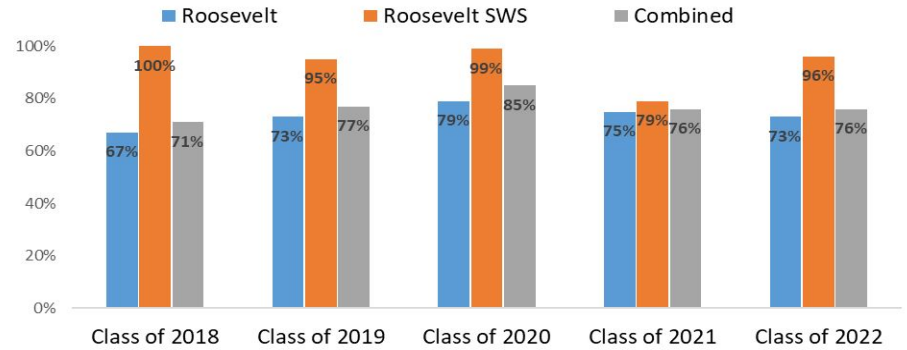
	<i>Class of 2019</i>		<i>Class of 2020</i>		<i>Class of 2021</i>		<i>Class of 2022</i>	
	N	% Grad	N	% Grad	N	% Grad	N	% Grad
All Students	2617	75%	2567	74%	2479	74%	2482	77%
Edison	223	76%	234	69%	197	68%	199	76%
FAIR	52	85%	42	79%	39	74%	61	82%
Henry	223	78%	230	84%	201	79%	196	86%
Henry SWS	29	93%	28	96%	24	96%	34	88%
Heritage	26	96%	27	89%	26	92%	32	94%
North/North Academy	85	60%	76	66%	108	71%	93	73%
Roosevelt	204	73%	167	79%	151	75%	176	73%
Roosevelt SWS	39	95%	79	99%	71	79%	24	96%
South	391	84%	383	81%	393	80%	375	85%
Southwest	397	92%	401	90%	415	88%	453	90%
Southwest SWS	42	100%	26	100%	19	79%	22	77%
Washburn	369	90%	377	87%	359	91%	373	93%
Wellstone	95	40%	87	36%	54	33%	52	12%
Wellstone SWS	13	85%	42	76%	12	58%	9	44%
Longfellow	28	11%	22	32%	23	13%	19	0%
Harrison	9	33%	7	0%	11	36%	7	57%
On Line Learning	31	19%	33	49%	19	47%	36	58%
Stadium View	29	0%	0		0		0	
Basic-Skills (summer)	83	93%	21	95%	77	95%	55	89%
MERC	18	50%	34	35%	25	44%	28	29%
Loring-Nicollet	23	52%	29	62%	34	77%	27	67%
PYC	55	18%	57	18%	56	13%	40	15%
Menlo Park	31	23%	17	0%	28	11%	33	18%
American Indian OIC	14	29%	12	17%	19	21%	13	23%
VOA High School	37	22%	50	12%	54	11%	30	13%
CenterSchool	20	20%	16	31%	9	33%	10	20%

School-within-a-School (SWS) Sites

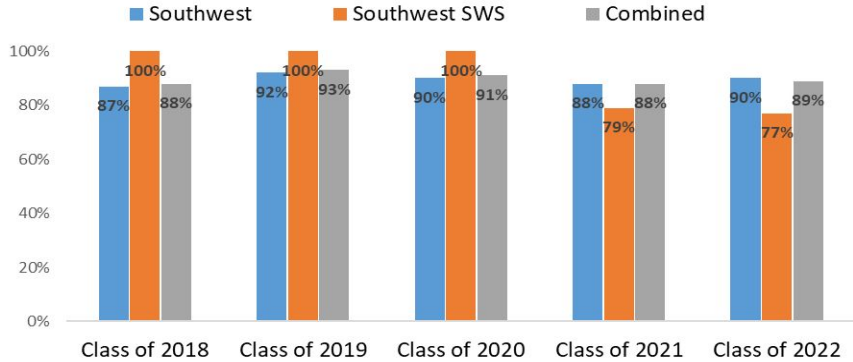
Henry



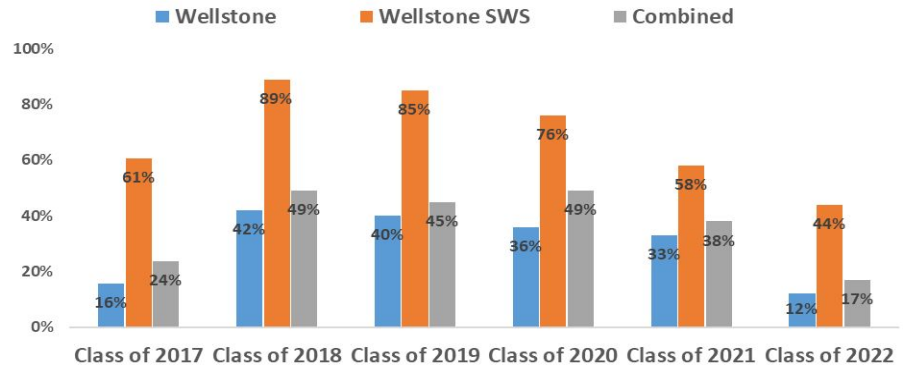
Roosevelt



Southwest

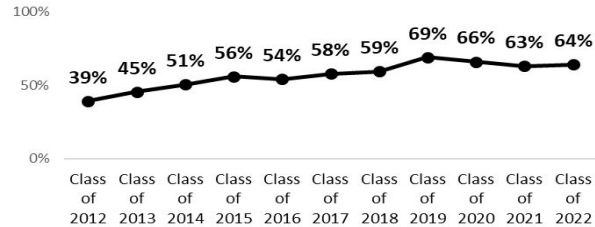


Wellstone

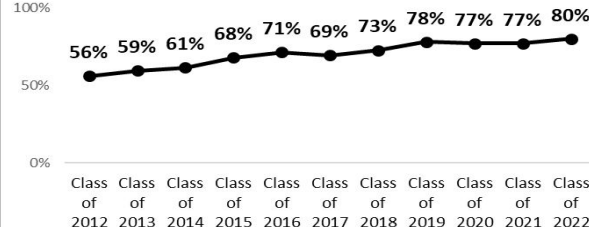


Four-Year Graduation Rate Trend by Special Populations

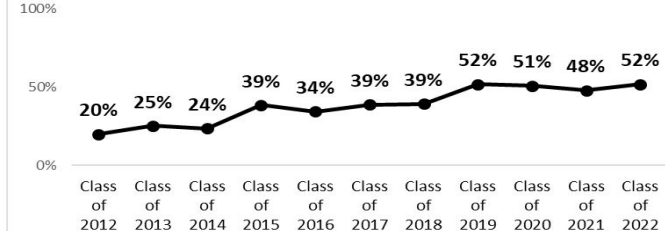
EL



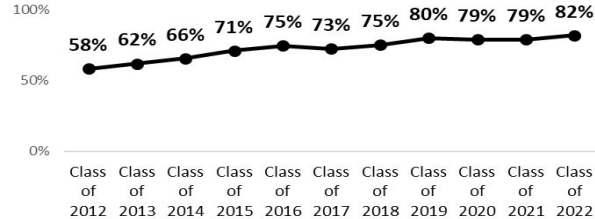
NON EL



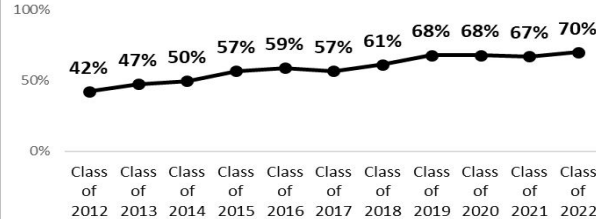
Special Ed



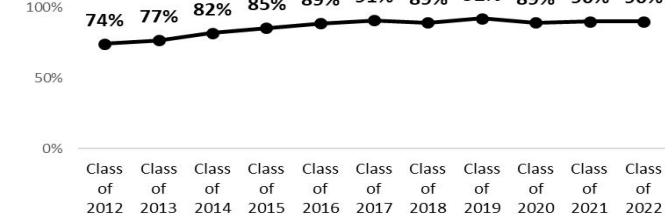
NON Special Ed



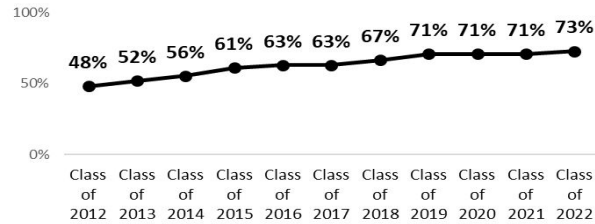
Free/Reduced Lunch



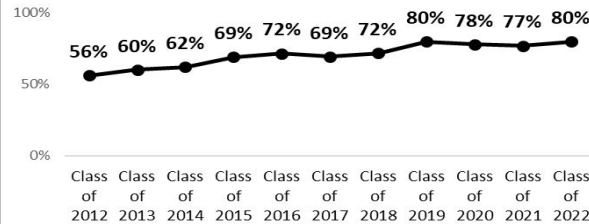
NON Free/Reduced Lunch



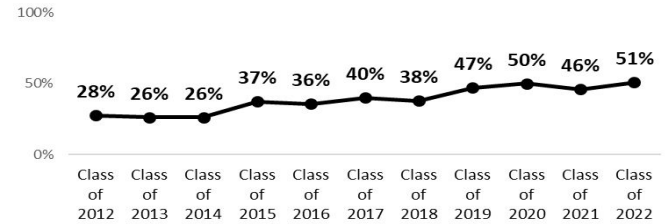
Male



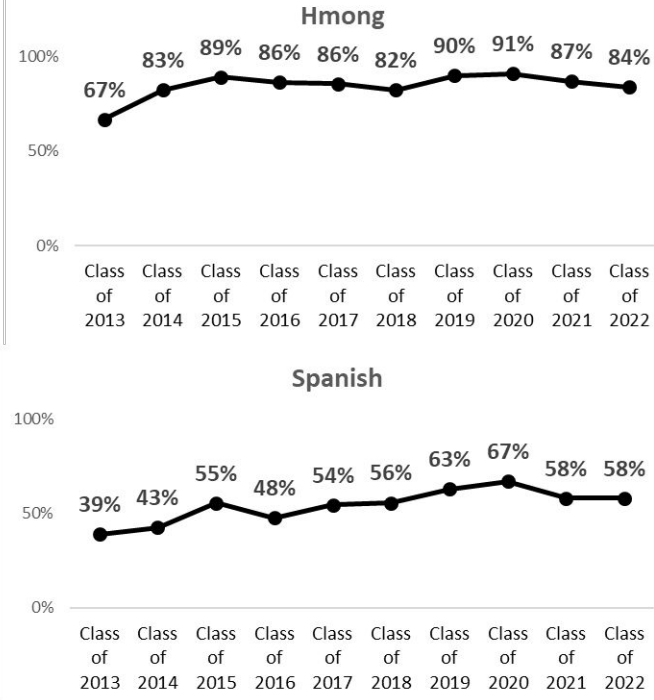
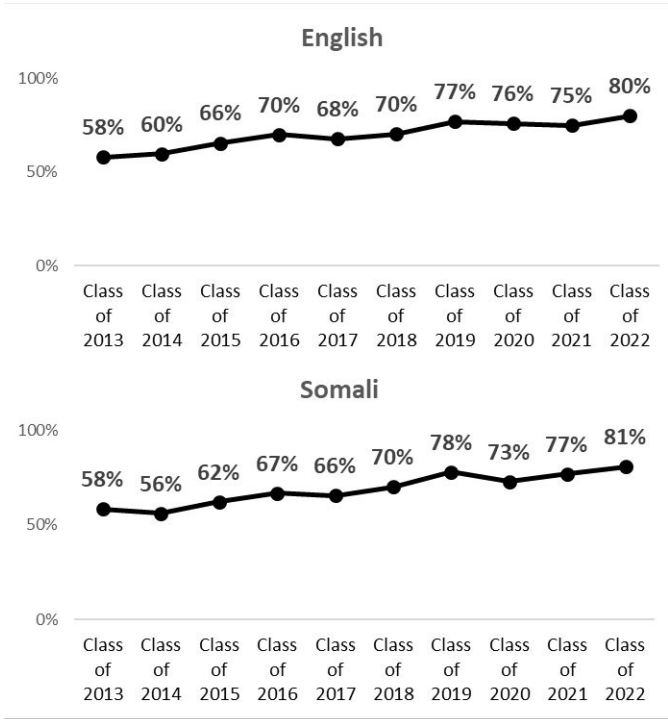
Female



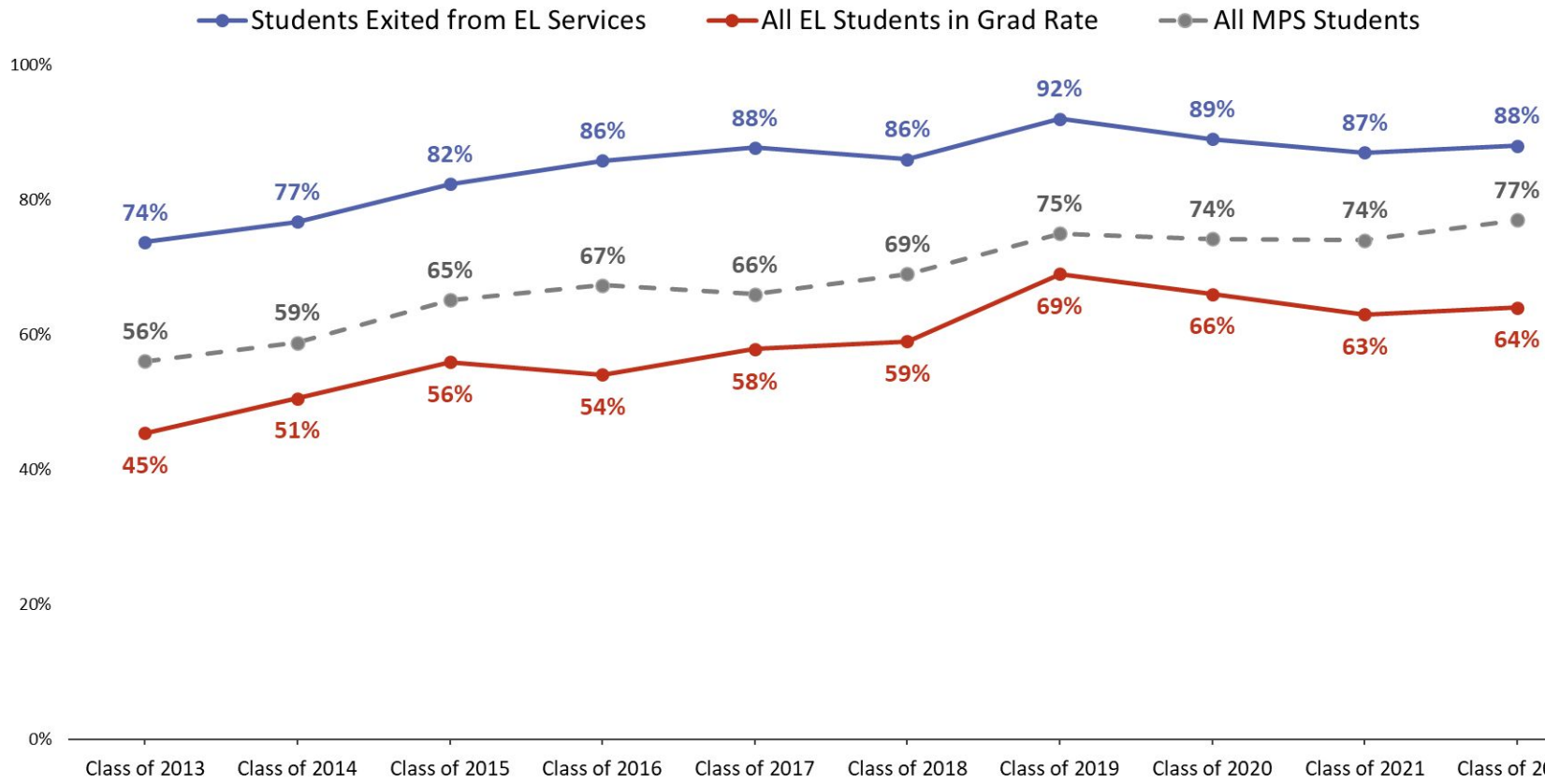
HHM



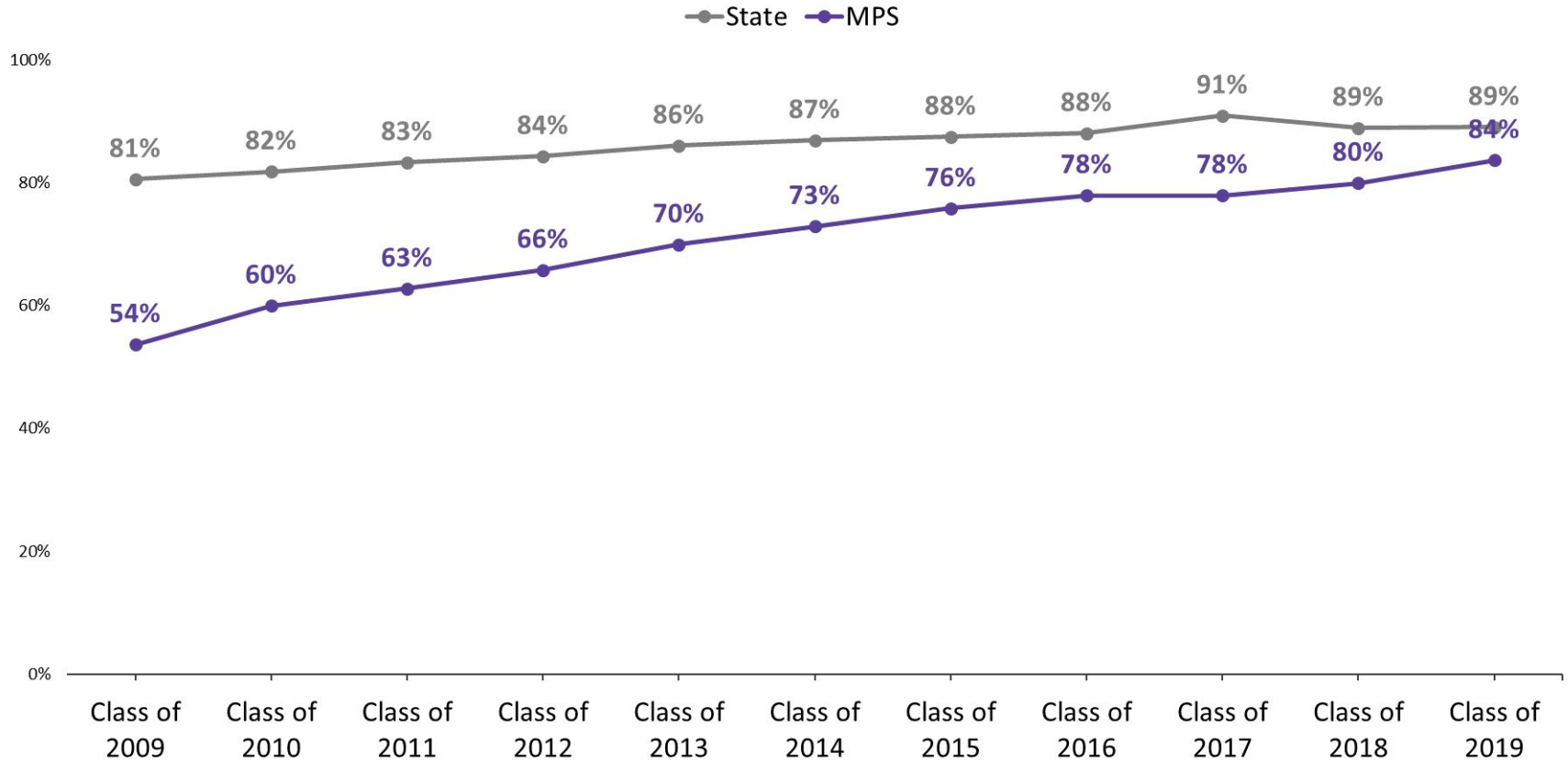
Four-Year Graduation Rate Trend by Home Language



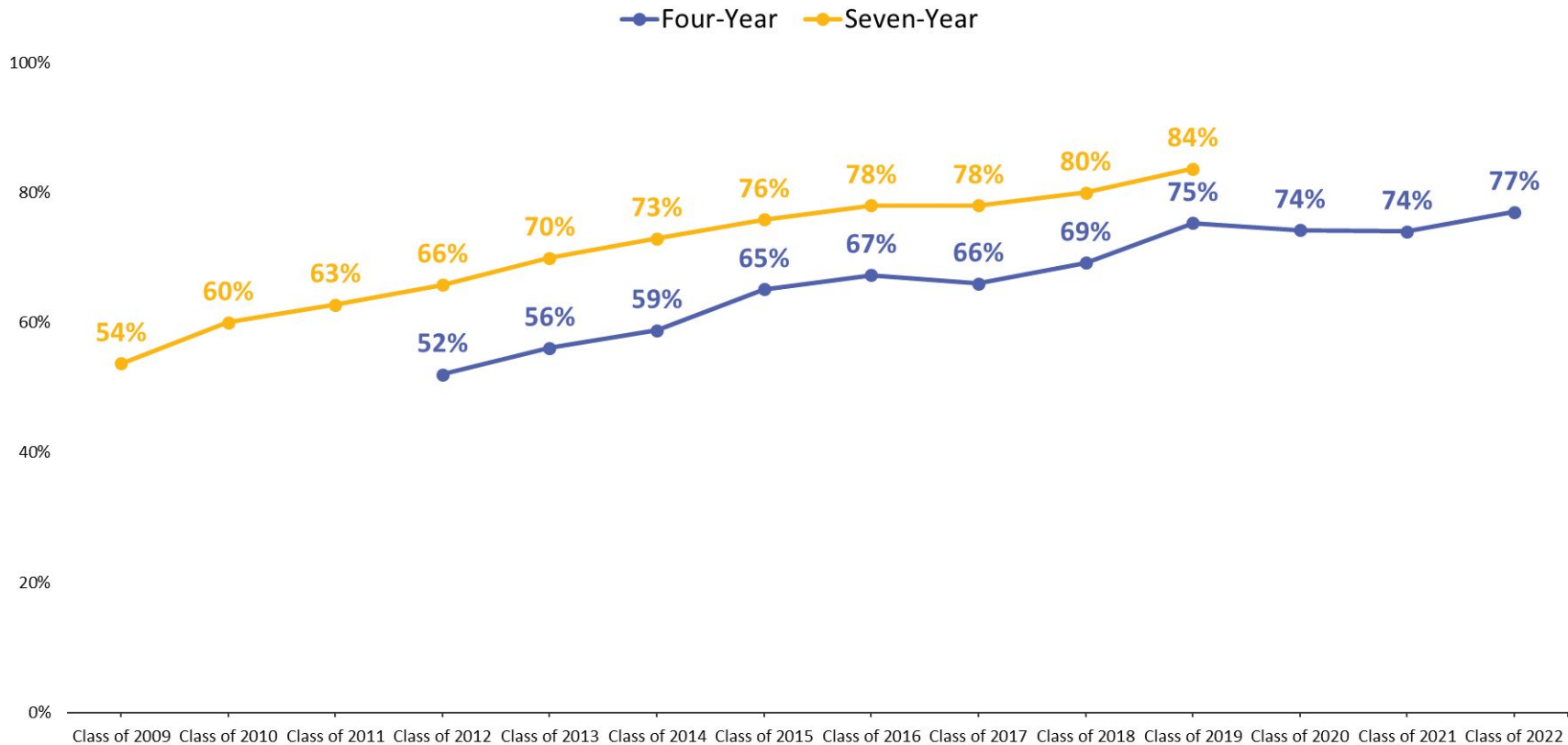
Four-Year Graduation Rate Trend by EL Exit Status



Seven-Year Graduation Rate Trend

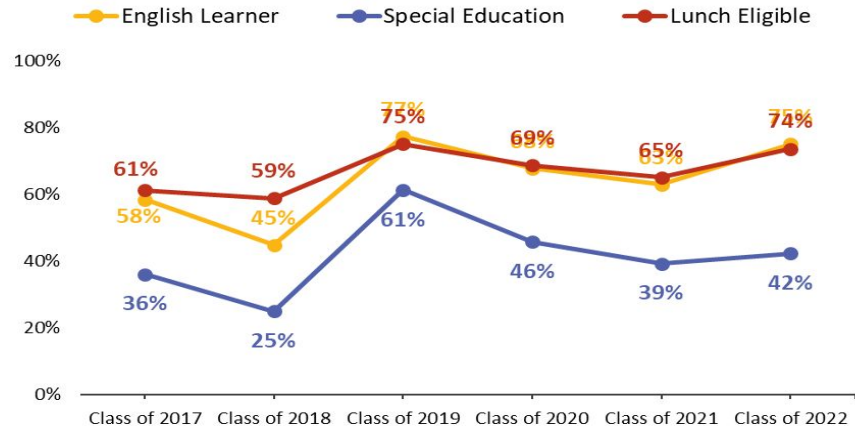
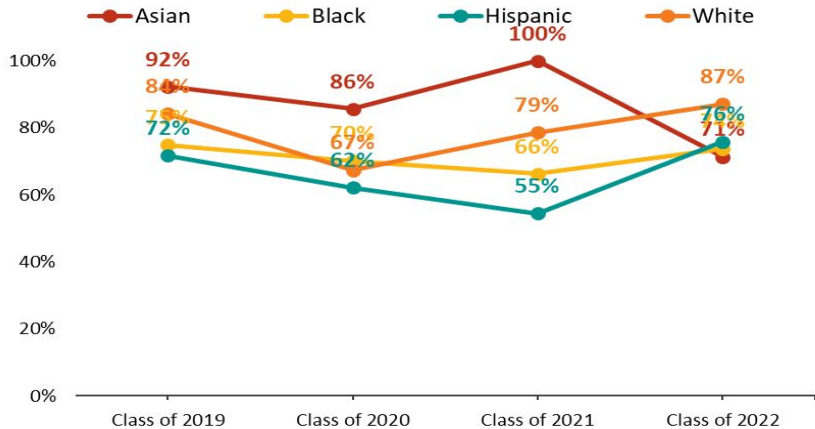
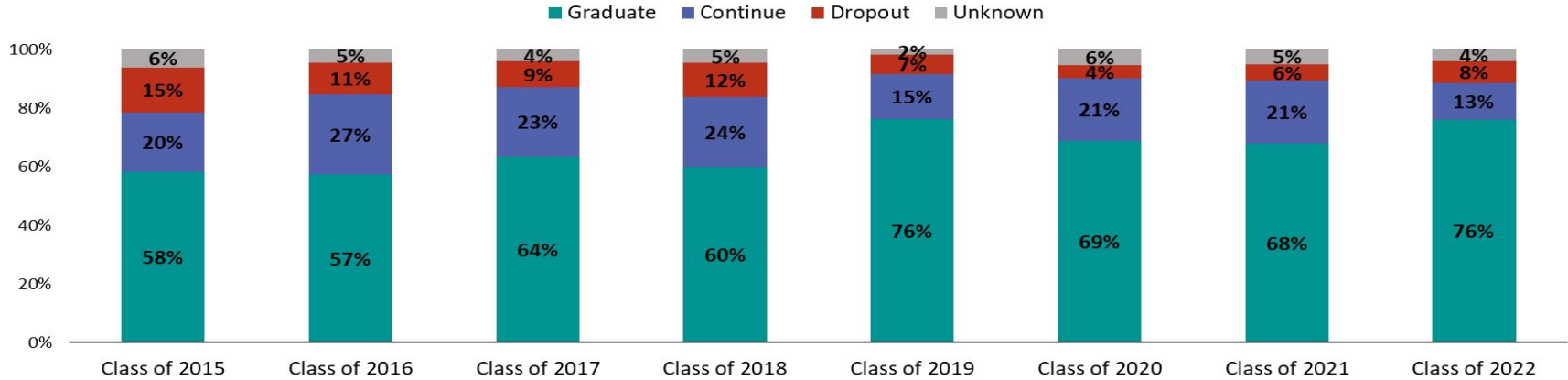


Four-Year v. Seven-Year Graduation Rate Trend

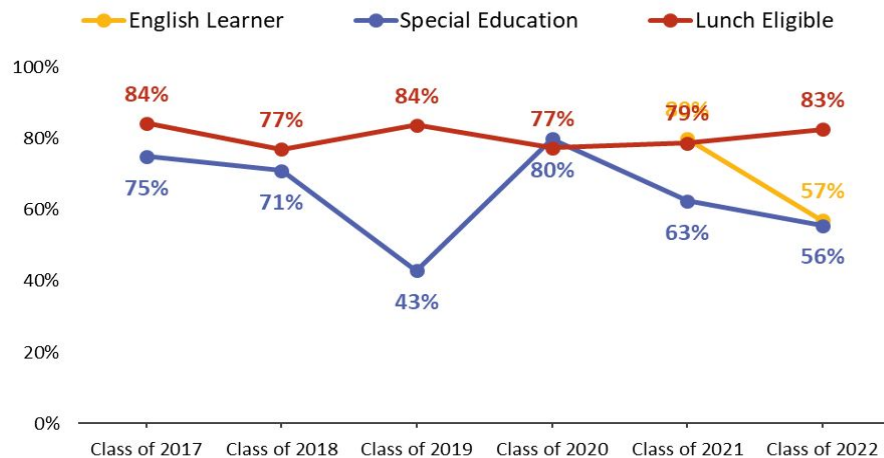
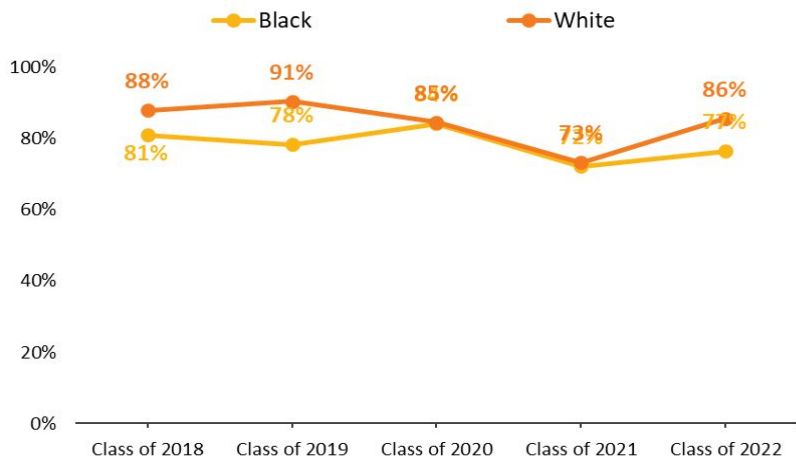
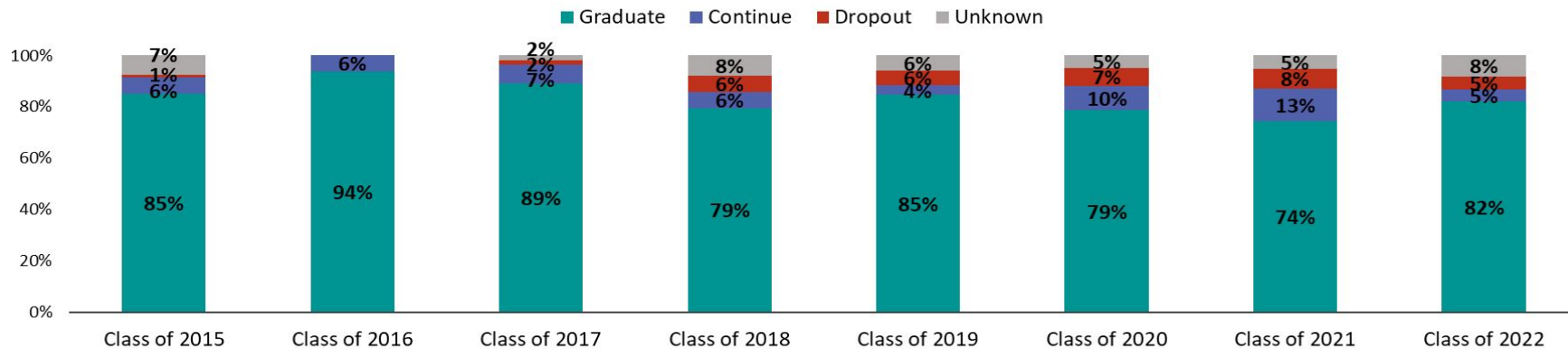


School Rates

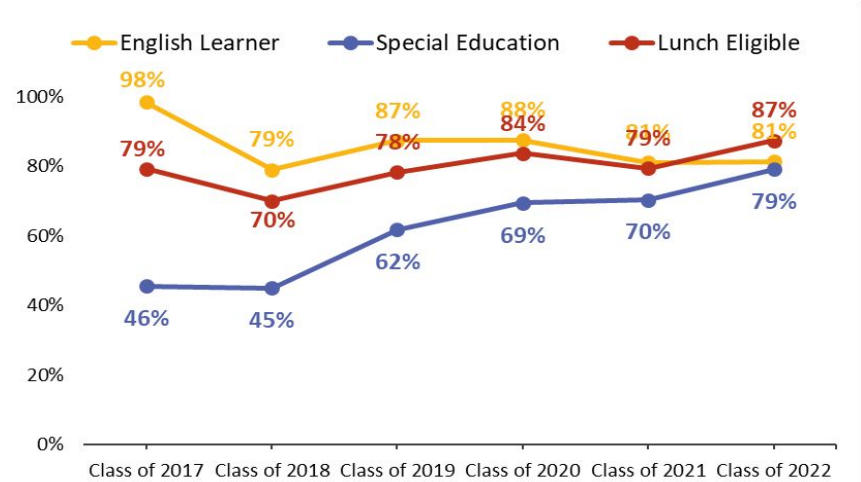
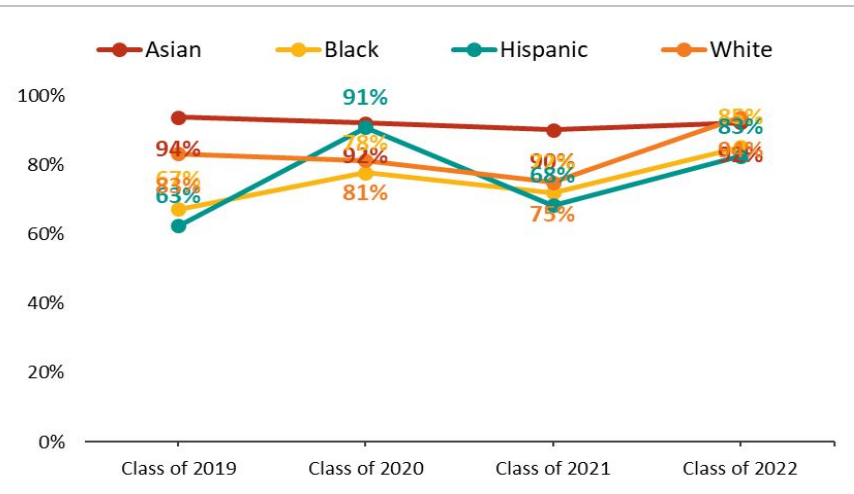
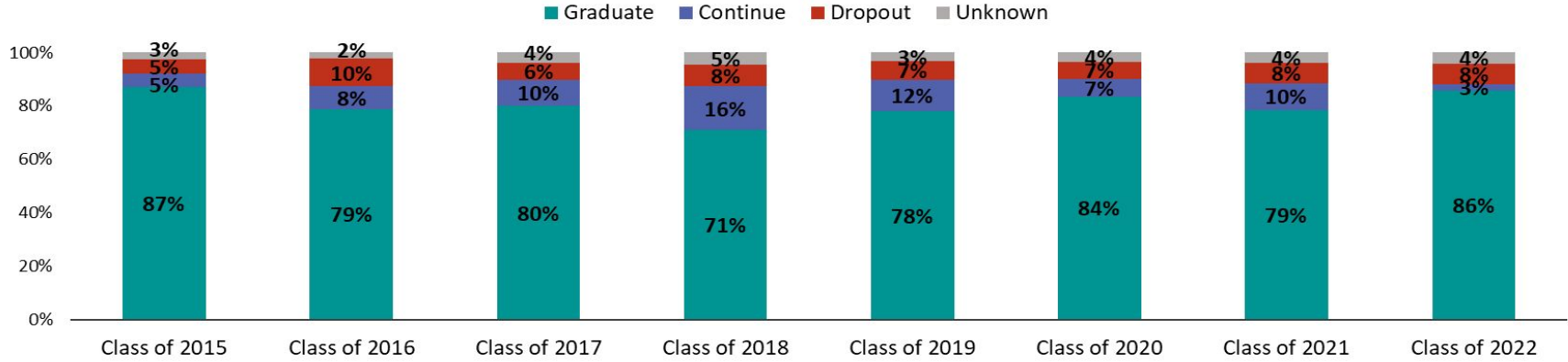
Edison: Four-Year Graduation Rate



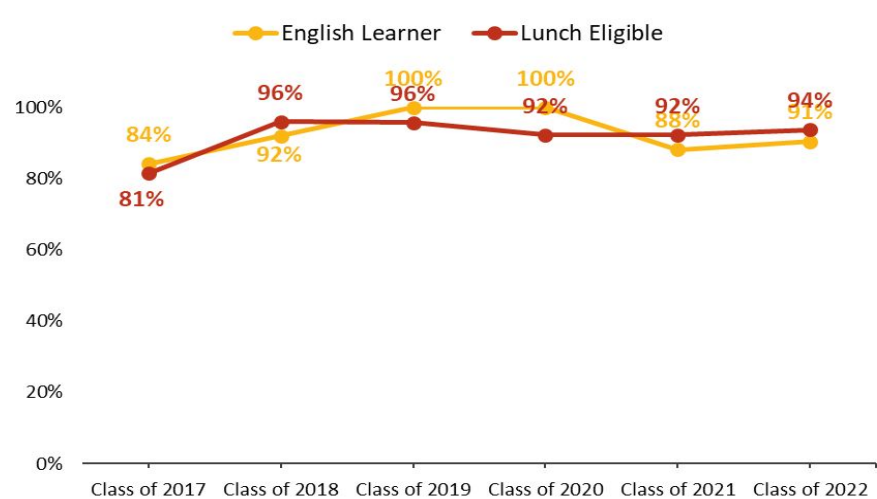
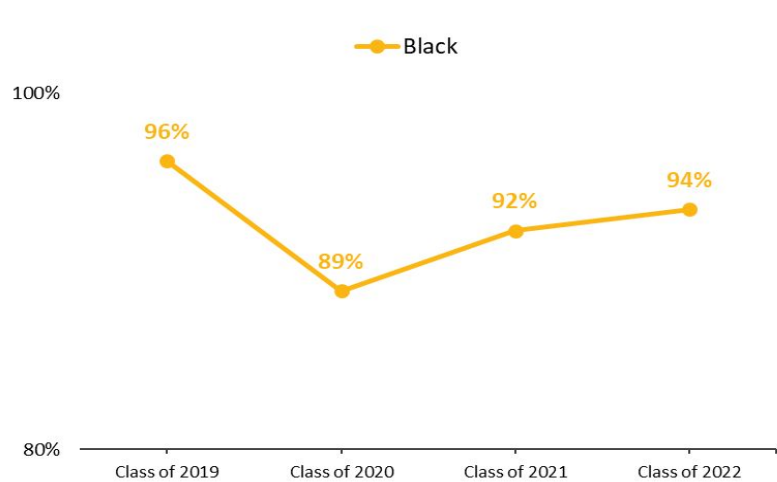
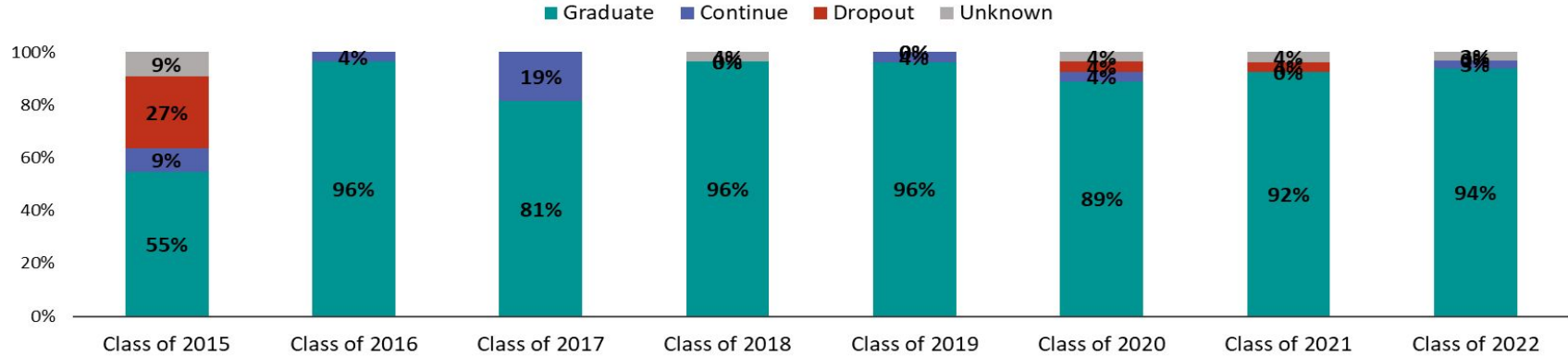
FAIR: Four-Year Graduation Rate



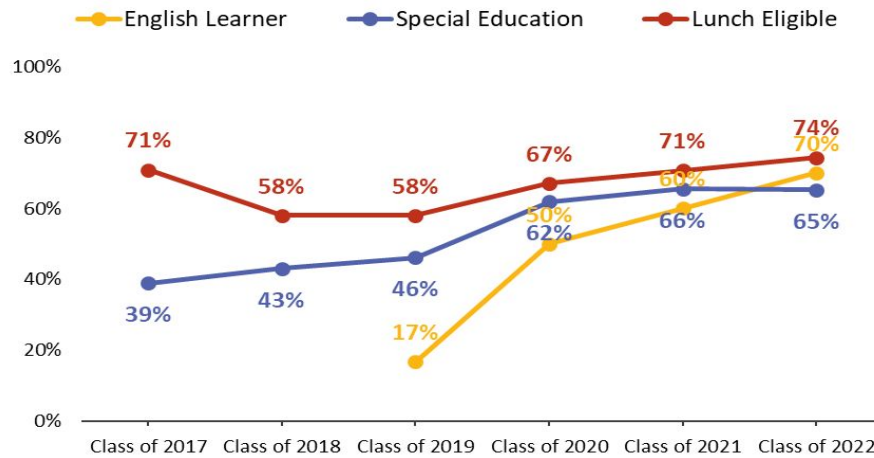
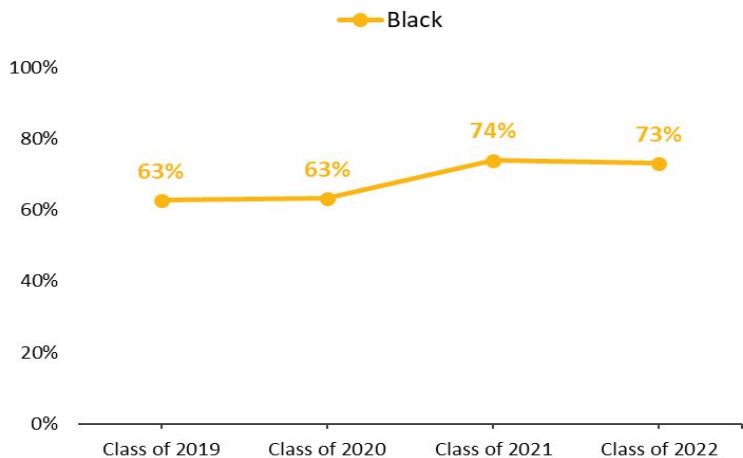
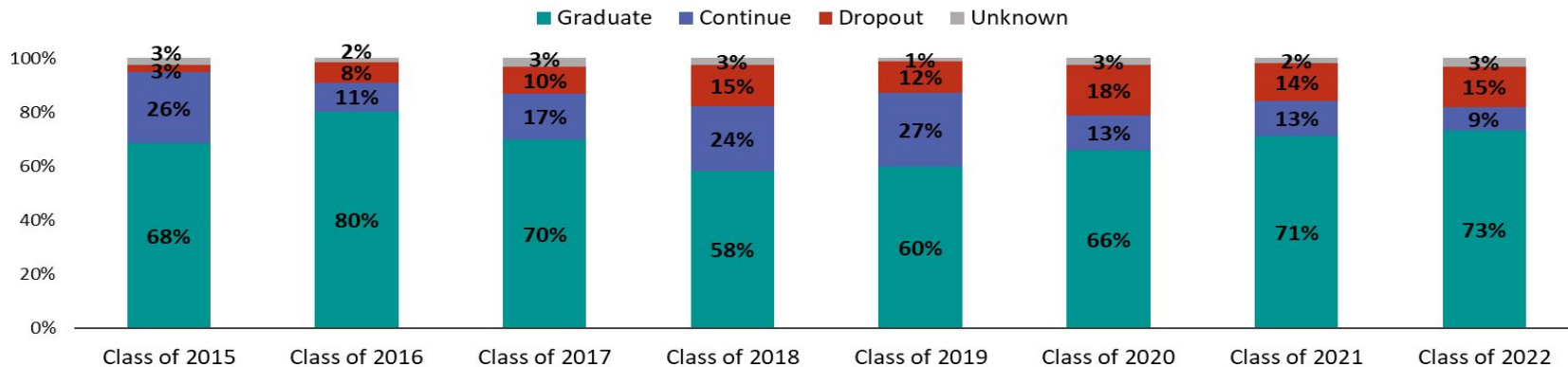
Henry: Four-Year Graduation Rate



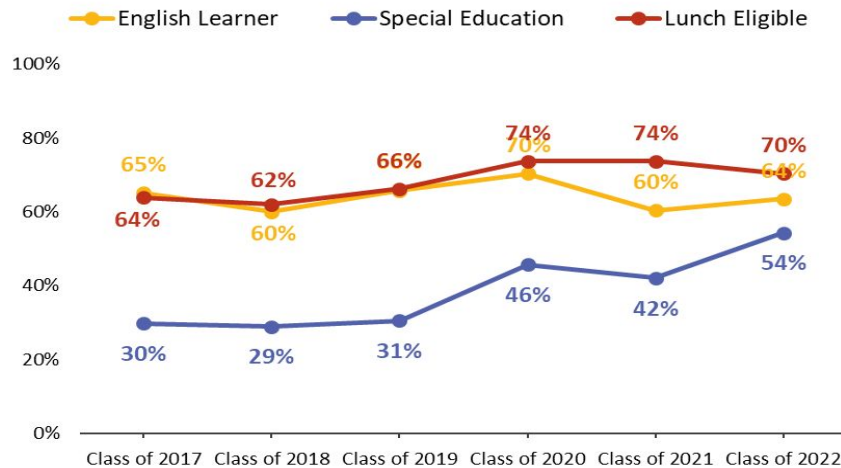
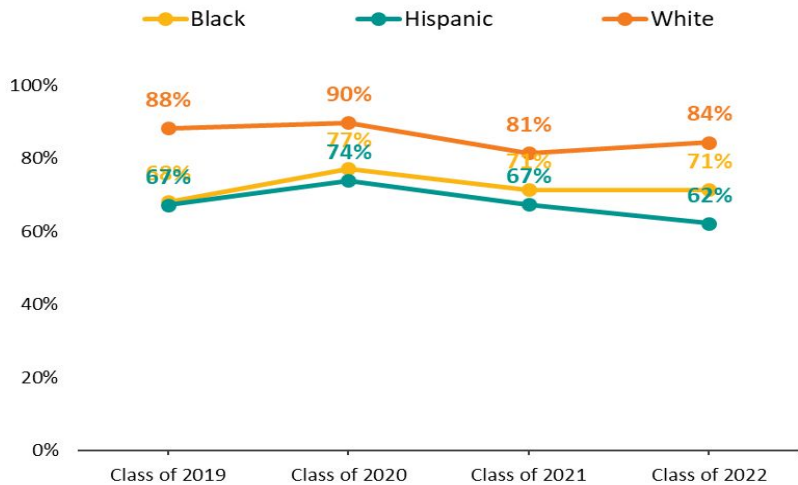
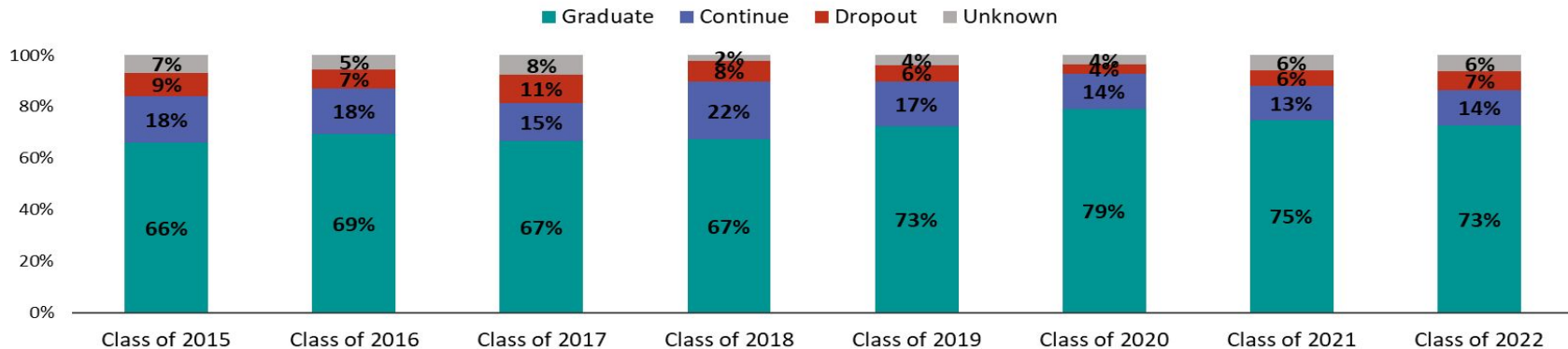
Heritage: Four-Year Graduation Rate



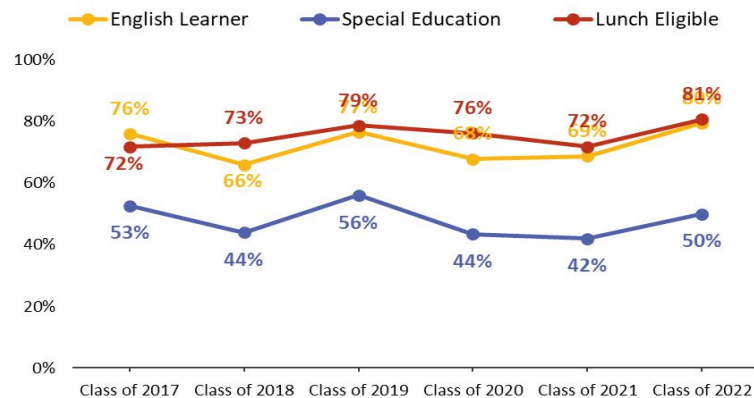
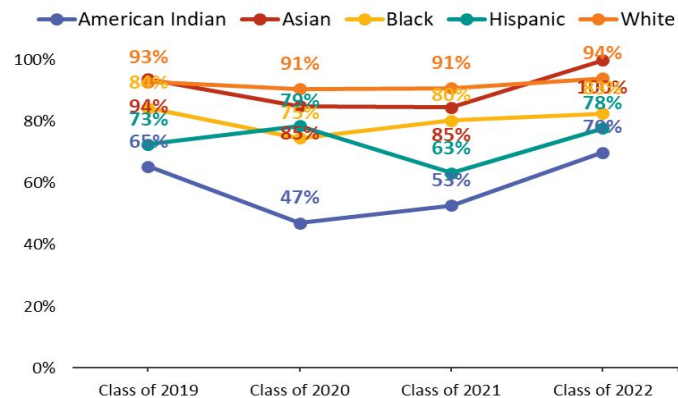
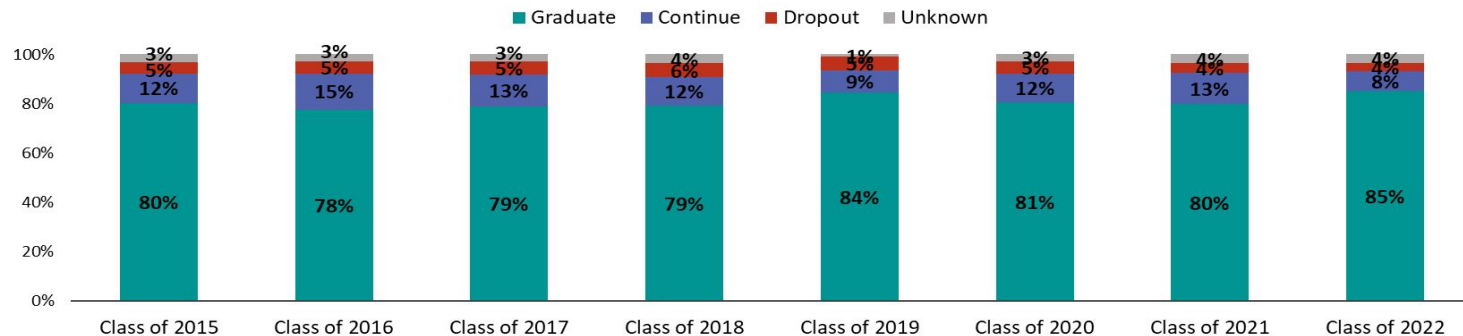
North Academy: Four-Year Graduation Rate



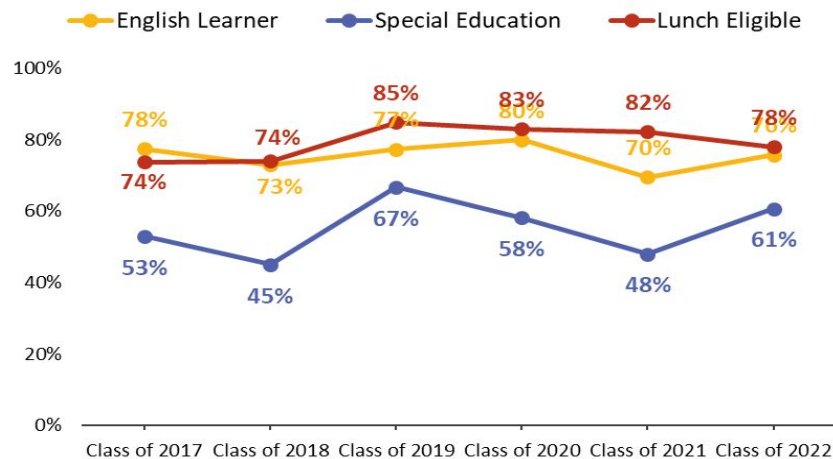
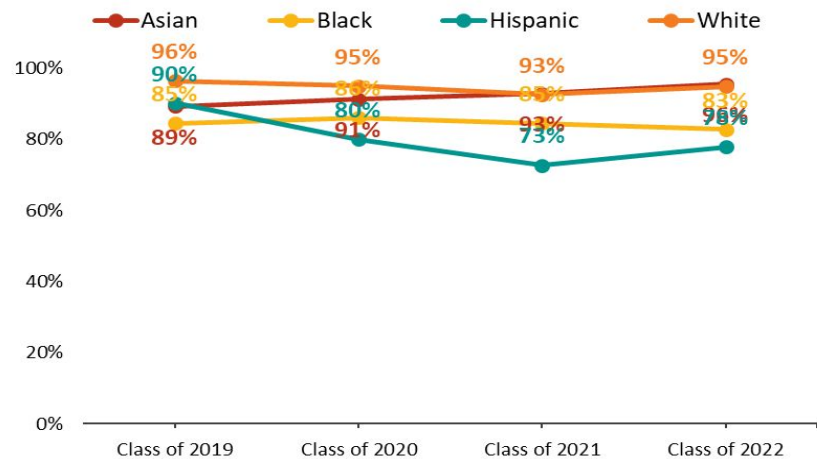
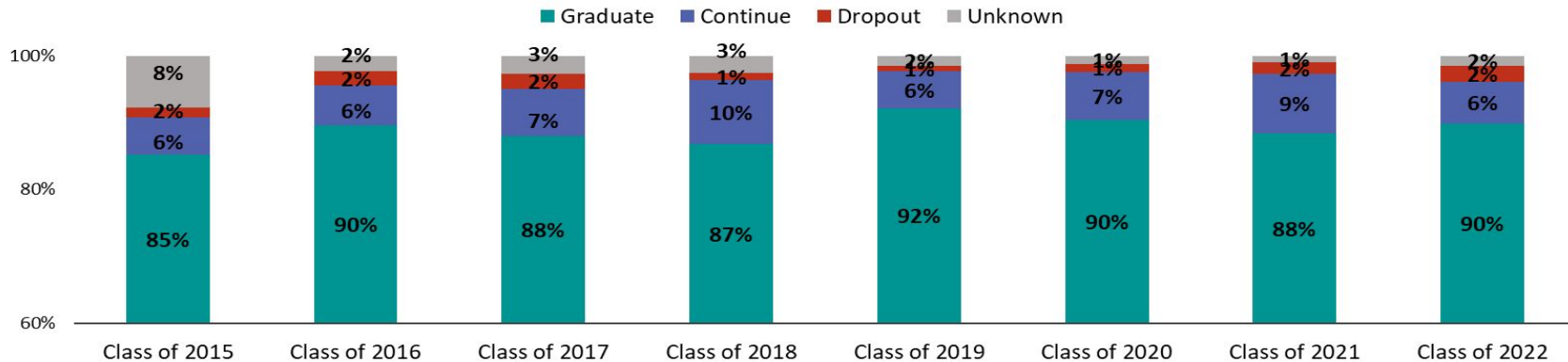
Roosevelt: Four-Year Graduation Rate



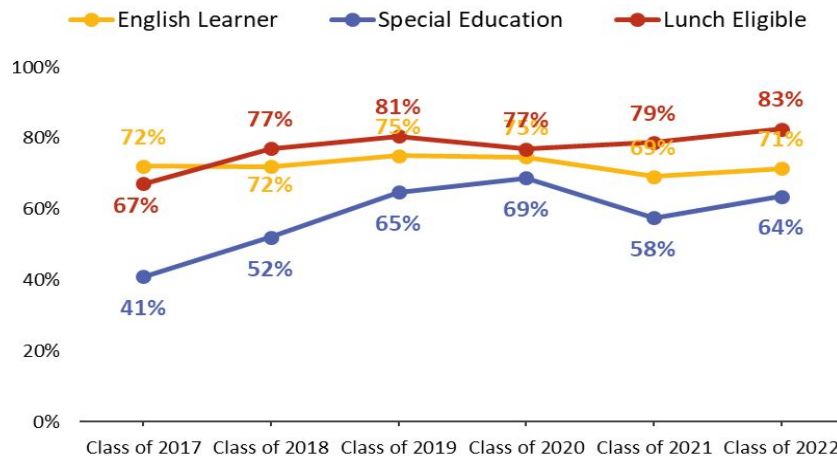
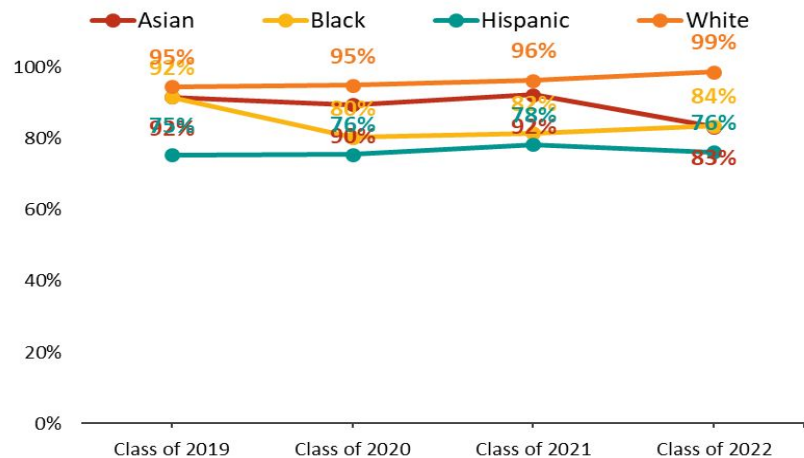
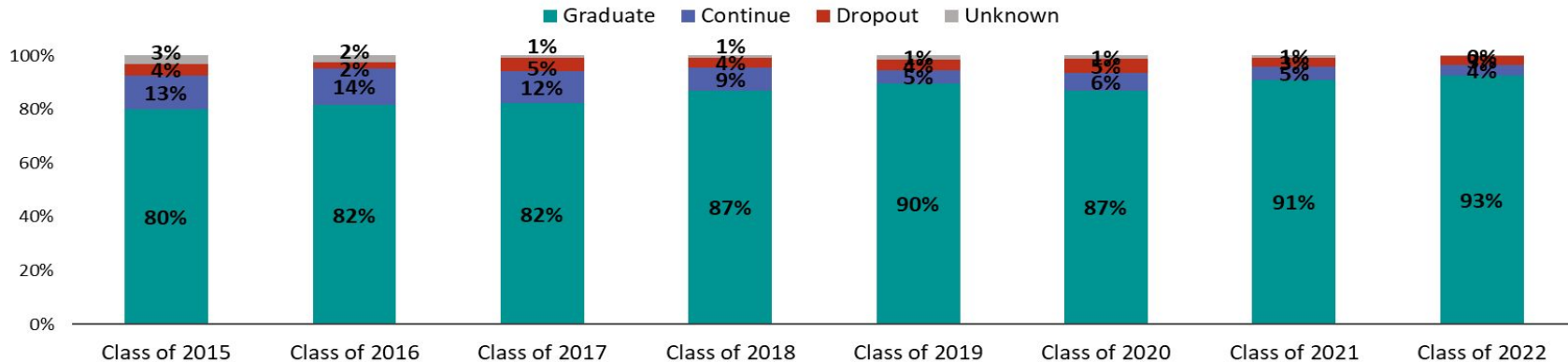
South: Four-Year Graduation Rate



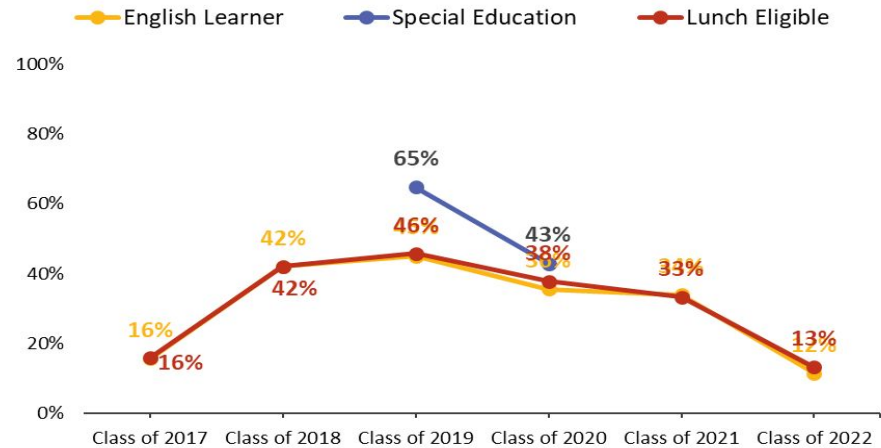
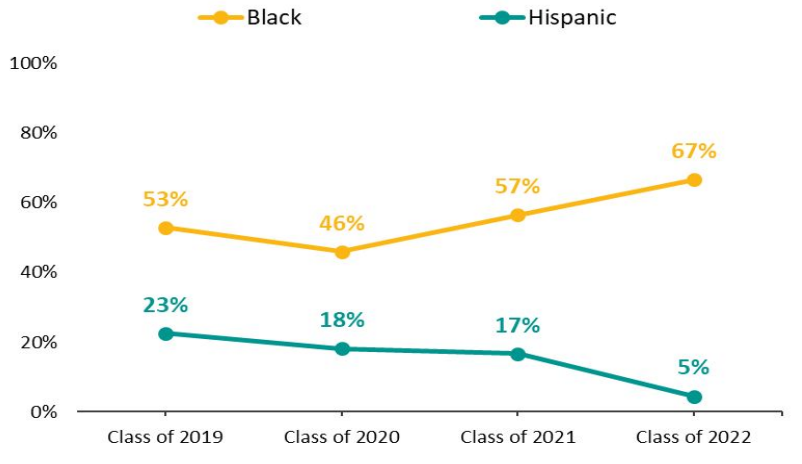
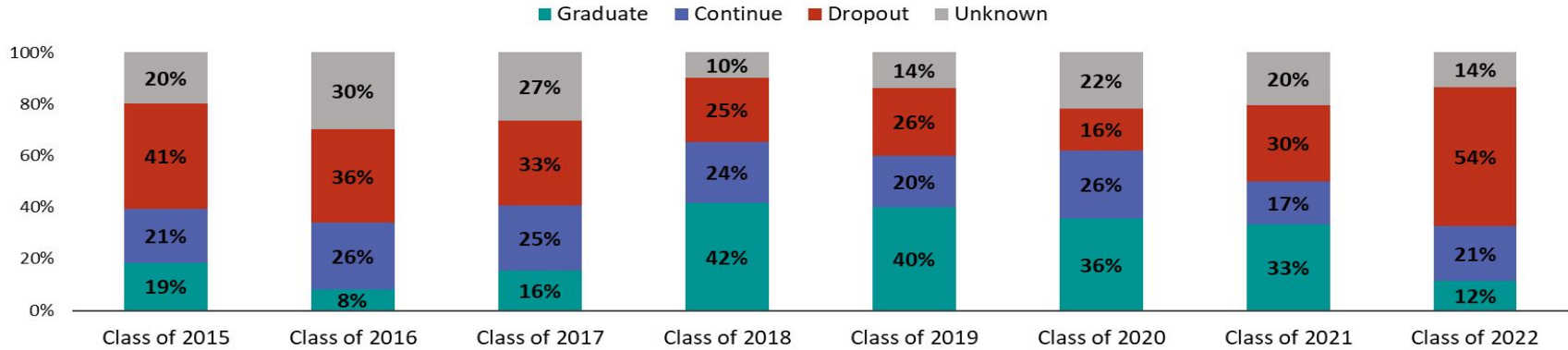
Southwest: Four-Year Graduation Rate



Washburn: Four-Year Graduation Rate



Wellstone: Four-Year Graduation Rate



Calculating Graduation

Graduation Rate Calculation

Graduation Cohorts

- A **graduation cohort** is a group of students with **the same timeline to graduate**.
- When a student **first enters a Minnesota high school**, they are placed into a graduation cohort.
- A student who is in **ninth grade in 2022-23** is in **the four-year cohort for 2025-26**. If the student graduates at the end of the 2025-26 school year (or earlier), they are considered to have graduated in four years.
- **That same student** is in **the seven-year cohort for 2028-29**. If the student graduates at the end of the 2028-29 school year or earlier, they are considered to have graduated in seven years.

How are students counted?

- All students are expected to graduate from high school within 4 years.
- The clock begins when the student is first reported (in the MDE MARSS system) as a beginning 9th grader.
- For example:
 - All students who first began 9th grade in fall of the 2018-19 school year are expected graduate by the end of the 2021-22 school year. (Cohort Class of 2022)
 - All students who begin 9th grade in the fall of 2022-23 are expected to graduate by the end of school year 2025-26. (Cohort Class of 2026)
- Unless a student transfers to another high school, their status is always associated with the school and cohort where they started.
- At the end of this 4-year clock, students are placed in one of three possible 'end status' categories:
 1. Graduate
 2. Dropout
 3. Still enrolled in school (Continue)

Exit Status Codes

When an enrolled student is released/exited, that student receives one of over 25 **State Reported Exit Codes**.

Depending on that code, a student's **last** reported exit status at the end of 4 years is classified as either a:

1. Verified withdrawal

(Moved, transferred out, etc. - Exiting school **must** have received record request)

2. Dropout

(missing for 15 consecutive days, left pregnant, expelled, turned 21, unknown, etc. *highlighted in table to the right)

3. Continue

Student is still enrolled

4. Graduate

The student earned a diploma

CLASS OF 2022			
STATUS	LAST EXIT CODE	N	PCT
GRADUATE	08 Graduated	1904	77%
CONTINUE	40 Enrolled at end of year or last day of school	294	12%
DROPOUT	14 *Withdrawn after 15 consecutive absences	121	
	40 Enrolled at end of year or last day of school	11	
	99 Enrollment status has changed closing one status	11	
	06 *Left-reached compulsory age no written consent	8	
	04 Moved out of Minneapolis	7	
	34 *Left-Reasons unknown	2	
	18 *Left-Student withdrew, no transcript requested	1	
	20 Transferred to another district	1	
	Total Dropouts	162	7%
UNKNOWN	40 Enrolled at end of year or last day of school	46	
	99 Enrollment status has changed closing one status	38	
	20 Transferred to another district	19	
	04 Moved out of Minneapolis	12	
	02 Transferred to another MPLS sch	7	
		Any exit code that could not be verified	122
	TOTAL STUDENTS	2482	

Dropouts

Students with an end status of **dropout** and **continue** are counted against a school's overall graduation rate.

A dropout is defined as an individual who

1. was enrolled in school during previous school year; and
2. was not enrolled at the beginning of the current school year; and
3. has not graduated from high school

Dropout codes include any student with a verified last know exit status of:

14	*Withdrawn after 15 consecutive absences
34	*Left-Reasons unknown
37	*Left to attend GED or withdrew to take GED
18	*Left-Student withdrew, no transcript requested
32	*Left-Financial reasons
06	*Left-reached compulsory age no written consent
15	*Left-Married
31	*Left-Social reasons
33	*Left-Family environment reasons
35	*Left after age 21

Computational Example

HOW DID EDISON'S CLASS OF 2022 GET A GRADUATION RATE OF 76%

Total students in the cohort = **199**

Dropouts = **15**

- 9 had an end status of 'Withdrawn after 15 consecutive days' 6 other 'dropout' reasons.

Continue = **25**

- 25 students from Edison were still enrolled after 4 years (still earning grad required credits)

Unknown = **8**

- 8 students had unverifiable exit codes (e.g. moved out of district but no external enrollment found)

Graduated = **151**

- 151 students who started freshman year SY2018-19 at Edison (or transferred in over the next 4 years) also graduated at the end of 4 years.

$$\frac{151}{151 + 15 + 25 + 8} = \frac{151}{199} = 75.9\%$$

School Year 2023–24 Budget Presentation

Senior Officer Ibrahima Diop

Budget Director Thom Roethke

Executive Director Sarah Hunter

Proposed FY24 General Fund Budget

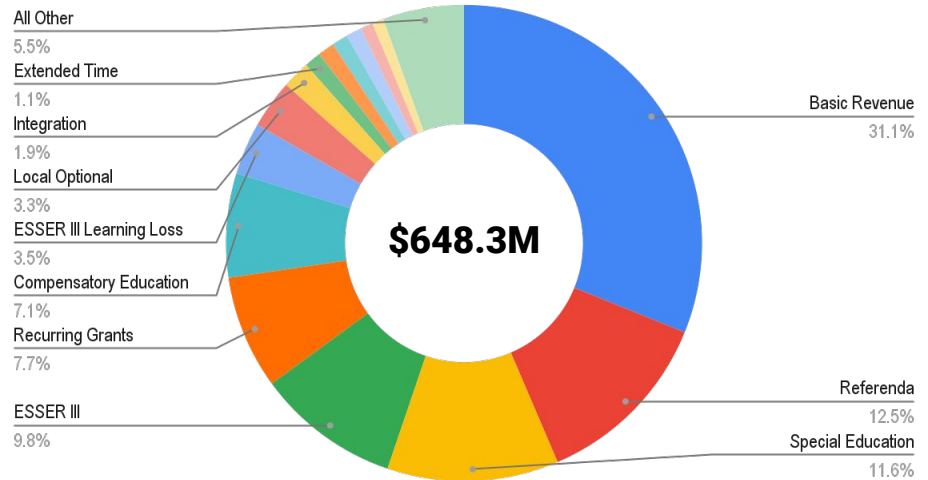
Budget Highlights

- **For FY24 we implemented a new budget process for departments – priority based budgeting:**
 - Department budgets were presented in detail to a budget committee.
 - Expenditures were prioritized based on multiple factors.
 - Alignment with the district’s strategic plan was emphasized.
- **We included significant investments in strategies intended to improve academic proficiency:**
 - \$29M for Intervention Teams deployed to schools to address learning loss.
 - A 0.5FTE Library Media Specialist in every school.
 - \$1.5M for services to advanced learners.
- **We kept allocation formulas for schools unchanged from last year.**

Revenue

- About one-third of General Revenue is linked to the per-pupil formula.
- For FY24, about 10% of the total budget is ESSER III.
 - It is the fourth largest source of General Fund funds in FY24.
 - FY24 is the final year in which these funds will be available.
- Does not include any incremental revenue that might come out of this year's legislative process.

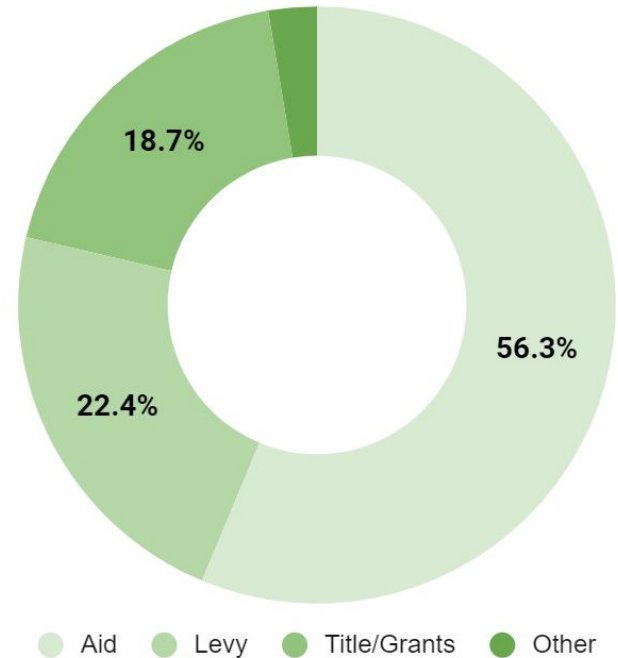
FY24 General Fund Revenue



Revenue Sources

- Over half of all General Fund revenue comes in the form of state aid. This includes the Formula, Special Education, and Comp Ed.
- About a fifth of the General Fund revenue comes from property taxes through the levy process.
- Less than 20% of revenue comes from Federal Sources, inclusive of COVID funds.

General Fund Sources



General Fund Expenditures

- Inclusive of all investments, the FY24 budget is a 7.1% increase over the FY23 budget.
- We assume a vacancy rate of 5%:
 - This means the on any given day during the school year, 5% of positions are expected to be vacant.
 - The total savings projected is about \$27M.
 - This is consistent with past practice, although we have used different methods in previous years.
- We will leverage \$5M of IT levy authority collected in previous years.
- We also expect the need to transfer more than \$4M from the General Fund to the Food Service Fund to subsidize operating expenses.

	FY23	FY24	Year Over Year Change	
			\$	%
Salaries	357,914,087	372,676,271	14,762,184	4.12%
Extended/Reserve	13,836,953	18,856,014	5,019,061	36.27%
Fringe	131,839,499	142,117,625	10,278,126	7.80%
Purchased Services	111,354,563	117,123,922	5,769,359	5.18%
Supplies	20,778,046	31,437,816	10,659,770	51.30%
Equipment	149,867	793,909	644,042	429.74%
Other Expenditures	6,886,133	5,587,646	(1,298,487)	-18.86%
Total General Fund	642,759,148	688,593,203	45,834,055	7.13%

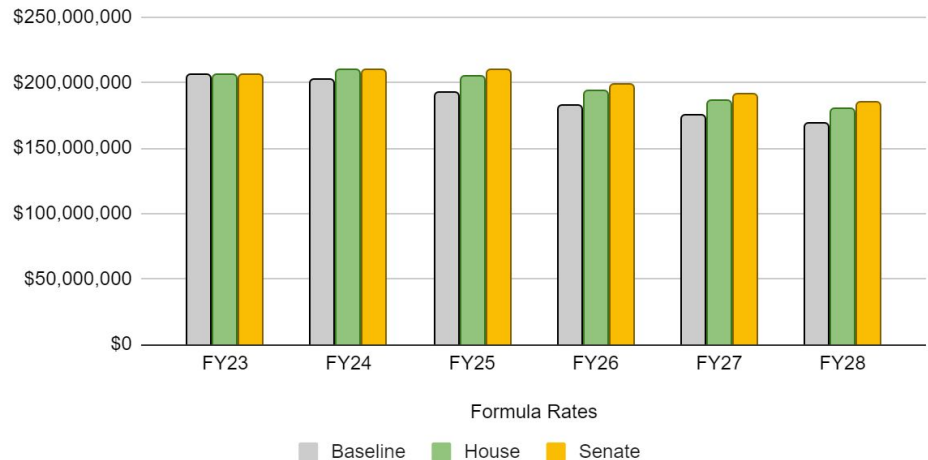
Impact of Legislation

Basic Aid (“The Formula”)

- Each version of the bill has different increases to the formula:
 - Both versions include a 4% increase in FY24, from \$6,863 per pupil unit to \$7,138 per pupil unit.
 - The House version includes a 2% increase in FY25, from \$7,138 to \$7,281 per pupil unit.
 - The Senate version includes a 5% increase in FY25, from \$7,138 to \$7,498 per pupil unit.
- On average, we expect enrollment to decline by just under 4% per year over the next three years:
 - The House version would cause a decline in total formula revenue of about 2% per year over the three year period.
 - The Senate version would cause a decline of 1% of revenue over the next three years.

Formula Revenue

Revenue Comparison between House & Senate Versions



Future Inflation Protection

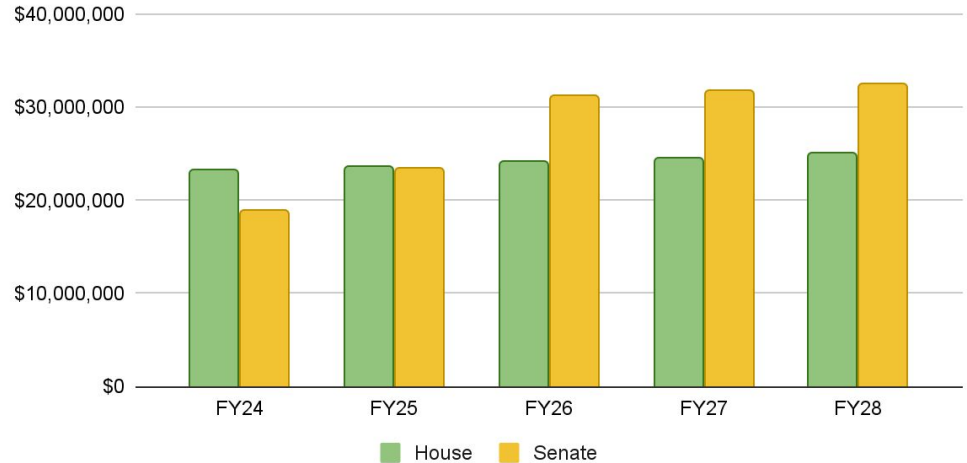
- The House version of the Omnibus bill includes an automatic inflation correction.
 - The House version of the Omnibus bill includes an automatic inflation correction.
 - Under the House version, in January of 2025 MDE must calculate:
 - The average value of the Consumer Price Index (CPI) for Urban Consumers for the period April 2023–June 2023
 - The average value of the CPI for the period April 2024–June 2024.
 - The percentage change in the two values calculated.
 - The formula will be adjusted by this change in value or 3%, whichever is lower, for the fiscal year beginning July 1, 2025.
 - In the event that the change is deflationary, the formula will not change.
 - Since MDE will use prior fiscal years to calculate the change, any inflation correction will always lag behind by at least one year.
- The Senate version of the Omnibus bill does not include any inflation protection.

Special Education Cross Subsidy Relief

- Both chambers' bills increase the special education cross subsidy relief factor from the current level of 6.43%.
- The House proposal would increase the relief factor to 47.8% starting in FY24.
- The Senate proposal would increase the relief factor to 40% in FY24, 47.3% in FY25 and 60% in FY26.

Special Education Cross Subsidy Relief

Estimate of Incremental Revenue by Chamber

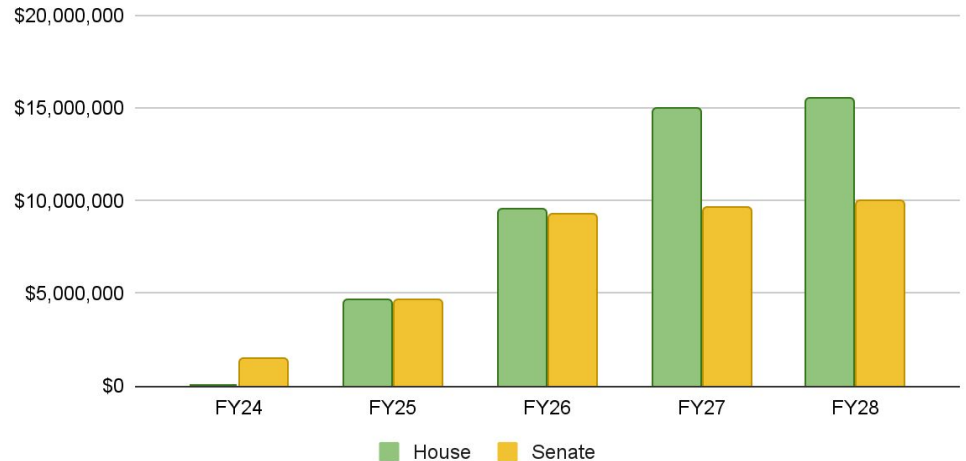


ELL Cross Subsidy Relief

- Both legislative chambers have included ELL cross-subsidy relief in their bills.
- Only the Senate bill would provide additional revenue in FY24 - about \$1.4 Million
- Only the House bill fully funds ELL, phasing in to 100% of the cross subsidy by FY27.
- The Senate bill phases in up to 64.4% cross subsidy relief.

ELL Cross Subsidy Relief

Revenue Comparison between House & Senate Versions



Hourly Worker Unemployment Insurance

- Both chambers' bills remove the exemption from qualifying for unemployment benefits for hourly workers employed by school districts.
- In Minnesota, school districts pay the full cost of any unemployment benefits paid to employees.
- While we are able to levy for a portion of our unemployment insurance cost, the new legislation explicitly prohibits using these levy proceeds to pay for unemployment insurance for hourly workers.
- The average cost to the district per employee who fully utilized this change is about \$4,700.

Cost Estimate of UI Insurance Provision:

This table estimates the districts liability based on utilization of unemployment insurance by currently employed hourly staff.

Utilization Rate	Summer Break	Winter Break	Total Incremental
100%	\$7,472,989	\$764,189	\$8,237,178
75%	\$5,604,742	\$573,142	\$6,177,884
50%	\$3,736,495	\$382,095	\$4,118,590
25%	\$1,868,247	\$191,047	\$2,059,294

Assumptions used for these estimates:

- One week during summer not included in calculation.
- One week paid UI during Winter Break.
- Costed at current wage rates.

Equity Considerations Process

Equity Considerations Process

Sections	School Process	Department Process
Prioritize Activities/Initiatives	Identification and prioritization of activities that are having, or will have, the biggest impact on increasing student success and achieving equity and how each activity aligns to MPS strategic priorities	<p>This Budget Tie Out season, departments engaged in a <i>priority-based budgeting</i> process where individual programs and services, rather than departments as a whole, were proposed and funded. In their SY24 budget proposals, departments sorted their proposed programs and services into three overarching categories: statutory (as required to comply with statutory or regulatory requirements), essential (as required to operate the district), and strategic (all other programs and services).</p> <p>After presenting on their proposed budgets and receiving their allocations, departments were asked to identify which specific student/staff groups will be most directly impacted by changes (eliminations, reductions, or additions). Funded strategic programs were categorized into specific MPS Strategic Plan areas by departments (and by REA staff when departments did not identify a specific goal/strategy) to understand alignment of SY24 funding to the MPS Strategic Plan.</p>
Budget Alignment and Trade-Offs	Identification of how potentially limited or additional resources will be used to support prioritized activities, what trade-offs have to be made as a result of those investments, and how supplementary funding sources will be used to support prioritized activities	
Equity Considerations	Identification of specific student groups who will be most directly impacted by changes (eliminations, reductions, or additions) to programs, supports, or services, how negative impacts will be mitigated, and how continued or expanded programs and activities will positively impact specific student groups	
Additional Considerations / Additional Information	Identification of other impacts that might result from changes (cuts, reductions, or additions) to positions, programs, support, or services	

Equity Considerations Summary: Schools

All schools that completed an Equity Considerations in Budgeting document included at least one stakeholder group (families, students, staff, or other community members) in their budget decision-making.

District-Directed

- A total of **108 intervention triads**, between 0.5 and 5 triads per school, are to be implemented across 65 schools.
- **38 schools** received additional funding to support Advanced Learners.
- **68 schools** received funding for a 0.5FTE Library/Media Specialist.

Additions – 46 Schools Reporting Non-District-Directed Additions

Licensed teacher positions or time	Licensed student support staff or time	Non-licensed student support staff or time	Teacher support staff or time	Clerical staff or time
22	18	20	13	2

Cuts/Reductions – 20 Schools Reporting Cuts/Reductions

Licensed teacher positions or time	Licensed student support staff or time	Non-licensed student support staff or time	Teacher support staff or time
12	5	6	4

Equity Considerations Summary: Departments

Departments reported which goal and strategy each of their funded programs aligned to. If applicable, departments could list more than one goal or strategy for each program. Of the 143 reported funded programs:

- **105** programs aligned to Goal 1: Academics
 - The most common specific strategy for Goal 1: Academics was Strategy 2 (Ensure all curriculum and instructional practices are anti-racist and sustain the cultures, languages, and experiences of our students), with 39 programs funded applying to this area.
- **50** programs aligned to Goal 2: Student Well-Being
 - The most common specific strategy for Goal 2: Student Well-Being was Strategy 3 (Integrate social and emotional practices into all classrooms and Out of School Time activities), with 14 programs funded applying to this area.
- **27** programs aligned to Goal 3: Effective Staff
 - Nearly all programs and services aligned to Goal 3: Effective Staff were aligned to a non-specific strategy—23 of 27 goals reported a generic alignment to Goal 3.
- **57** programs aligned to Goal 4: School and District Climate
 - The most common specific strategy for Goal 4: School and District Climate was Strategy 5 (Support community partnerships to enhance student experiences and learning opportunities), with 21 programs funded applying to this area.

Questions

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2023-0028
June 13, 2023

Resolution Approving the District’s 2023-2024 Budget

WHEREAS, the district’s budget for the 2023-2024 school and fiscal year is as follows:

Fund	Revenue	Expenditures	Fund Transfers	Change in Fund Balance
General Operating Fund	\$502,211,774	\$542,498,449	(\$4,332,050)	(\$40,286,676)
General Fund Federal COVID-19 Emergency Funds	\$86,094,754	\$86,094,754	\$0	\$0
General Fund Grants	\$50,000,000	\$50,000,000	\$0	\$0
General Fund Special Revenue	\$10,000,000	\$10,000,000	\$0	\$0
Food Service Fund	\$22,487,000	\$26,819,050	\$4,332,050	\$0
Community Service Fund	\$25,830,200	\$29,847,550	\$0	(\$4,017,350)
Community Service Fund Federal COVID-19 Emergency Funds	\$2,948,877	\$2,948,877	\$0	\$0
Community Service Fund Grants	\$3,468,881	\$3,468,881	\$0	\$0
Capital Projects Fund	\$83,908,725	\$132,002,128	\$0	(\$48,093,403)
Debt Service Fund	\$92,497,294	\$92,497,294	\$0	\$0
Total	\$879,447,504	\$976,176,983	\$0	(\$96,729,479)

WHEREAS, this budget incorporates an assumption that the district will, on average, have 5% of positions unfilled; and

WHEREAS, this budget incorporates a planned use of \$5,000,000 of assigned fund balance from prior year capital project levy; and

WHEREAS, this budget incorporates a planned use of \$39,618,726 of assigned fund balance from prior year voter approved levies; and

WHEREAS, this budget requires a planned fund transfer of \$4,332,050 from the General Fund to the Food Service Fund; and

WHEREAS, this budget incorporates a planned use of \$4,017,350 of Community Education fund balance; and

WHEREAS, this budget incorporates a planned use of \$132,002,128 in bond proceeds, resulting in a net change in the amount of bond proceeds held by the district by (\$48,093,403); and

WHEREAS, this board is required by Minnesota statute (§128D.06 Subd. 3) to adopt and cause to be published an operating budget for the subsequent fiscal year no later than the 15th day of the last month of the fiscal year.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby adopts the above-mentioned revenue and expenditure budget for the fiscal year 2023-2024.

ADOPTED this 13th day of June 2023.

Sharon El-Amin, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2023-0028)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

	Enrollment	Core Allocations	Strategic Investments	Special Education	Early Childhood	Integration	Programming	Other	Total
10000185 Andersen Middle	979	6,709,462	1,209,553	2,350,243	-	404,617	1,639,941	887,106	13,200,922
10000004 Anishinabe Academy Elementary	217	2,665,256	514,661	370,439	344,460	219,086	103,282	341,754	4,558,937
10000005 Anthony Middle	739	3,965,576	578,606	1,061,877	-	-	636,135	64,380	6,306,574
10000875 Anwatin Middle	323	2,720,261	514,660	1,276,004	-	52,350	456,439	366,607	5,386,321
10000007 Armatage Elementary	353	2,260,636	297,237	940,450	-	-	53,287	77,650	3,629,259
10000008 Bancroft Elementary	391	2,983,189	535,976	1,004,741	516,690	-	561,532	254,707	5,856,834
10000009 Barton Elementary	472	3,162,309	535,975	803,571	-	-	159,862	63,334	4,725,051
10000011 Bethune Elementary	246	2,933,803	732,083	963,280	516,690	456,885	53,287	370,565	6,026,593
10000013 Bryn Mawr Elementary	347	3,695,559	732,084	1,767,866	344,460	74,580	266,438	471,699	7,352,685
10000014 Burroughs Elementary	473	2,972,353	318,552	729,050	-	-	53,287	48,929	4,122,170
10000016 Cityview Elementary	176	2,217,350	514,660	1,607,983	172,230	100,366	103,279	280,377	4,996,245
10000020 Dowling Elementary	314	2,133,987	514,660	1,002,325	-	-	106,575	47,400	3,804,947
10000022 Early Childhood Special Education	0	552,461	-	7,708,035	-	-	-	667,703	8,928,199
10000023 Edison High	825	6,612,055	493,346	2,780,160	-	-	1,443,826	955,517	12,284,904
10000040 Ella Baker PK-8	572	5,316,735	1,145,615	1,363,541	344,455	736,681	1,278,900	822,044	11,007,971
10000024 Emerson Elementary	524	4,004,785	970,823	507,814	-	204,143	959,175	408,230	7,054,970
10001032 FAIR High	345	2,560,175	275,922	760,331	-	395,050	271,439	256,926	4,519,843
10000028 Field Elementary	284	1,783,549	318,553	453,359	-	-	53,287	45,177	2,653,924
10000087 Folwell Elementary	333	3,482,742	732,083	1,205,364	516,688	79,860	532,875	482,709	7,032,321
10000030 Franklin Middle	284	2,540,945	514,661	786,377	-	379,129	191,835	368,760	4,781,708
10000088 Green Central Elementary	528	4,076,006	970,822	600,999	516,690	215,842	1,012,462	429,835	7,822,656
10000031 Hale Elementary	317	2,128,888	275,923	370,441	-	-	53,287	44,678	2,873,216
10000032 Hall Academy Elementary	200	2,455,176	514,660	1,132,397	344,458	493,277	103,281	295,172	5,338,421
10000034 Harrison Education Center	28	894,673	58,499	2,663,265	-	-	-	40,150	3,656,587
10000035 Henry High	800	6,744,606	710,769	2,533,785	-	350,356	1,467,167	1,138,624	12,945,307
10001054 Heritage Academy High	107	1,355,803	167,213	188,106	-	285,069	378,012	167,375	2,461,577
10000036 Hiawatha Elementary	219	1,590,641	275,922	370,438	-	-	103,292	42,900	2,383,193
10000550 Hmong International Academy Elementary	195	2,476,242	514,658	963,281	344,460	158,020	263,150	333,903	5,053,714
10000039 Howe Elementary	229	1,510,399	318,552	423,725	-	-	156,568	42,900	2,452,144
10000050 Jenny Lind Elementary	218	2,625,602	493,345	1,046,167	344,460	60,280	284,448	324,961	5,179,263
10000903 Justice Page Middle	912	5,018,801	817,344	1,466,179	-	-	851,285	91,945	8,245,554
10000043 Kenny Elementary	302	1,978,712	297,237	465,184	-	-	53,287	45,678	2,840,097
10000044 Kenwood Elementary	376	2,586,363	502,961	782,337	-	-	159,862	213,077	4,244,600
10000046 Lake Harriet Lower Elementary	293	2,019,168	275,922	476,492	-	-	53,287	44,677	2,869,545
10000047 Lake Harriet Upper Elementary	254	1,651,487	318,552	433,132	-	-	53,287	44,177	2,500,635
10000042 Lake Nokomis Keewaydin Elementary	361	2,279,911	535,975	729,050	-	-	53,287	46,650	3,644,873
10000111 Lake Nokomis Wenonah Elementary	149	1,264,282	275,922	370,438	-	-	103,281	41,677	2,055,599
10000093 Las Estrellas Elementary	339	3,506,496	732,084	940,776	691,689	278,342	692,737	402,922	7,245,045
10000012 Longfellow High	63	881,319	167,210	151,115	-	-	548,735	91,079	1,839,459
10000068 Loring Elementary	296	2,373,163	732,083	1,057,989	344,449	-	297,095	247,218	5,051,997
10000069 Lucy Laney Elementary	312	3,531,091	732,078	1,174,983	344,458	267,386	106,575	462,823	6,619,393
10000070 Lyndale Elementary	355	3,235,969	514,660	1,004,709	777,437	-	639,449	400,621	6,572,845
10000071 Marcy Elementary	411	3,804,617	949,506	1,247,522	172,229	340,207	213,150	525,714	7,252,944
10001083 Minneapolis Academy & Career Center	62	505,420	58,499	-	-	-	53,287	78,311	695,517
10000376 MPS Deaf/Hard of Hearing	0	-	-	1,989,257	-	-	-	-	1,989,257
10000100 MPS Metro DT	0	-	-	-	-	-	-	-	-
10000038 MPS Metro HA	0	858,726	275,922	1,053,575	-	-	-	1,035,235	3,223,458
10000750 MPS Online 6-12	184	2,448,336	275,922	864,490	-	-	271,438	350,833	4,211,019
10001501 MPS Online K-5	277	1,931,377	275,922	595,673	-	-	53,287	153,731	3,009,990
10000074 Nellie Stone Johnson Elementary	183	2,321,370	514,660	992,913	344,460	102,566	262,931	479,213	5,018,111
10000902 North High	525	5,068,489	493,346	1,666,950	-	97,889	434,533	583,773	8,344,981
10000077 Northeast Middle	498	3,537,946	535,976	1,995,903	-	-	764,025	387,093	7,220,943
10000078 Northrop Elementary	401	2,461,094	493,345	465,186	-	-	53,287	46,150	3,519,062
10000080 Olson Middle	352	3,247,212	514,652	1,762,205	-	69,957	476,272	453,834	6,524,132
10000083 Pillsbury Elementary	359	3,146,728	732,082	1,310,043	345,506	-	373,013	415,796	6,323,169
10000085 Pratt Elementary	215	2,039,255	297,237	687,590	175,000	100,146	316,442	258,063	3,873,732
10000019 River Bend Education Center	7	766,979	275,922	3,572,430	-	-	-	59,058	4,674,389
10000090 Roosevelt High	1100	7,242,193	493,346	2,049,508	-	184,942	1,597,842	720,894	12,288,724
10000091 Sanford Middle	716	4,188,425	578,606	1,780,558	-	-	764,025	76,292	7,387,906

	Enrollment	Core Allocations	Strategic Investments	Special Education	Early Childhood	Integration	Programming	Other	Total
10000092 Seward Elementary	561	4,468,545	970,822	930,367	347,230	421,951	426,300	458,340	8,023,555
10000095 South High	1290	9,790,774	928,191	3,155,554	-	138,548	1,718,657	1,320,286	17,052,010
10000096 Southwest High	1265	7,303,782	275,923	2,167,670	-	-	1,059,316	105,945	10,912,636
10000262 Stadium View	0	1,371,740	58,497	9,718	-	-	-	234,623	1,674,578
10000186 Sullivan PK-8	586	5,476,774	970,821	1,998,767	344,459	602,480	1,172,325	822,151	11,387,777
10000102 Transition Plus	248	1,761,170	58,499	6,215,535	-	-	266,438	52,973	8,354,614
10000107 Waite Park Elementary	270	1,871,500	275,922	337,529	172,230	-	106,575	44,177	2,807,932
10000108 Washburn High	1515	8,840,581	493,345	2,516,318	-	-	1,302,858	154,969	13,308,071
10000109 Webster Elementary	216	2,256,869	493,345	1,448,334	175,000	-	266,437	240,488	4,880,473
10000110 Wellstone High	163	1,343,514	167,211	53,287	-	-	1,045,090	256,562	2,865,663
10000112 Whittier Elementary	368	3,657,024	732,083	675,749	344,446	105,360	721,395	476,938	6,712,995
10000114 Windom Elementary	378	2,403,049	514,660	465,186	-	-	106,575	45,677	3,535,146
Total School Allocations	27,200	215,571,472	34,356,356	90,715,613	8,884,334	7,375,362	30,184,012	22,111,734	409,198,884

Core Allocations	Class Size General Fund	Class Size Referendum	Basic Per Student (ESSER)	Compensatory Education	Principals/Asst Principals	Targeted Programing (ESSER)	Small School Adjustment (ESSER)
10000185 Andersen Middle	1,596,910	2,335,698	489,500	1,733,542	553,812	-	-
10000004 Anishinabe Academy Elementary	825,221	517,720	108,500	811,433	358,982	-	43,400
10000005 Anthony Middle	1,210,343	1,763,102	373,298	132,363	385,397	101,073	-
10000875 Anwatin Middle	529,603	770,612	161,500	878,902	379,645	-	-
10000007 Armatage Elementary	969,587	842,188	176,500	50,421	187,097	34,843	-
10000008 Bancroft Elementary	1,038,798	932,840	195,500	468,002	348,049	-	-
10000009 Barton Elementary	1,261,186	1,126,093	236,000	199,942	339,088	-	-
10000011 Bethune Elementary	947,771	586,909	123,000	876,492	350,431	-	49,200
10000013 Bryn Mawr Elementary	1,399,556	827,864	173,500	1,089,742	204,897	-	-
10000014 Burroughs Elementary	1,237,336	1,128,629	236,500	9,580	336,822	23,486	-
10000016 Cityview Elementary	699,136	419,906	87,995	618,062	357,051	-	35,200
10000020 Dowling Elementary	849,488	749,137	157,000	175,842	202,519	-	-
10000022 Early Childhood Special Education	-	-	-	552,461	-	-	-
10000023 Edison High	1,561,484	1,968,280	412,500	2,097,916	571,875	-	-
10000040 Ella Baker PK-8	1,427,593	1,364,672	286,000	1,879,488	358,982	-	-
10000024 Emerson Elementary	1,392,906	1,250,159	262,000	751,671	348,049	-	-
10001032 FAIR High	685,277	822,758	172,500	471,077	393,563	15,000	-
10000028 Field Elementary	665,286	677,559	142,000	26,199	183,427	89,078	-
10000087 Folwell Elementary	1,017,301	794,474	166,500	1,133,114	371,352	-	-
10000030 Franklin Middle	462,791	677,564	142,000	909,022	349,569	-	-
10000088 Green Central Elementary	1,404,679	1,259,696	264,000	757,518	358,141	31,972	-
10000031 Hale Elementary	921,755	746,025	158,506	27,647	185,581	89,374	-
10000032 Hall Academy Elementary	823,058	477,157	100,000	670,471	344,491	-	39,998
10000034 Harrison Education Center	73,878	66,801	14,000	97,589	336,805	300,000	5,600
10000035 Henry High	1,531,611	1,908,630	400,000	2,255,627	542,163	106,575	-
10001054 Heritage Academy High	230,628	255,247	53,500	361,441	220,437	213,150	21,400
10000036 Hiawatha Elementary	649,838	522,486	109,500	53,614	165,264	46,140	43,799
10000550 Hmong International Academy Elementary	792,355	465,221	97,500	739,146	343,020	-	39,000
10000039 Howe Elementary	540,718	546,346	114,500	97,775	165,264	-	45,796
10000050 Jenny Lind Elementary	844,064	520,107	109,000	730,109	378,722	-	43,600
10000903 Justice Page Middle	1,346,351	2,175,837	456,000	382,942	513,678	143,993	-
10000043 Kenny Elementary	814,170	720,511	151,002	7,588	185,582	99,859	-
10000044 Kenwood Elementary	1,010,640	897,050	188,000	296,019	194,654	-	-
10000046 Lake Harriet Lower Elementary	867,616	699,036	146,500	5,238	194,654	106,124	-
10000047 Lake Harriet Upper Elementary	587,646	605,991	127,000	5,962	202,519	122,369	-
10000042 Lake Nokomis Keewaydin Elementary	865,250	861,265	201,815	146,684	204,897	-	-
10000111 Lake Nokomis Wenonah Elementary	411,859	355,481	74,502	46,683	202,519	143,437	29,801
10000093 Las Estrellas Elementary	1,365,354	808,776	169,500	708,242	348,049	106,575	-
10000012 Longfellow High	143,877	150,270	31,500	202,406	174,861	165,805	12,600
10000068 Loring Elementary	785,852	706,198	148,000	530,594	202,519	-	-
10000069 Lucy Laney Elementary	1,227,275	744,362	156,000	1,055,405	348,049	-	-

Core Allocations	Class Size General Fund	Class Size Referendum	Basic Per Student (ESSER)	Compensatory Education	Principals/Asst Principals	Targeted Programing (ESSER)	Small School Adjustment (ESSER)
10000070 Lyndale Elementary	1,060,731	846,952	177,500	806,553	344,233	-	-
10000071 Marcy Elementary	1,236,205	980,554	205,500	1,044,622	337,736	-	-
10001083 Minneapolis Academy & Career Center	146,220	147,915	31,000	167,889	-	-	12,396
10000100 MPS Metro DT	-	-	-	-	-	-	-
10000038 MPS Metro HA	-	-	-	120,540	205,311	532,875	-
10000750 MPS Online 6-12	248,330	519,009	92,000	837,093	182,229	532,875	36,800
10001501 MPS Online K-5	666,093	580,834	138,501	370,479	175,470	-	-
10000074 Nellie Stone Johnson Elementary	746,387	436,595	91,501	665,050	345,233	-	36,604
10000902 North High	1,023,882	1,252,523	262,500	1,416,845	402,739	710,001	-
10000077 Northeast Middle	815,479	1,188,119	249,000	911,903	373,445	-	-
10000078 Northrop Elementary	1,057,576	956,692	200,500	57,230	181,942	7,154	-
10000080 Olson Middle	588,305	839,811	176,000	1,075,284	354,662	213,150	-
10000083 Pillsbury Elementary	1,093,777	856,437	179,500	831,432	185,582	-	-
10000085 Pratt Elementary	680,694	512,945	107,500	516,741	178,375	-	43,000
10000019 River Bend Education Center	25,930	16,701	3,500	202,408	367,041	150,000	1,400
10000090 Roosevelt High	2,107,563	2,624,356	550,000	1,408,592	551,682	-	-
10000091 Sanford Middle	1,158,646	1,686,912	358,000	421,799	563,068	-	-
10000092 Seward Elementary	1,496,473	1,338,422	280,500	1,002,033	351,117	-	-
10000095 South High	2,446,962	3,077,886	645,000	2,557,790	747,304	315,832	-
10000096 Southwest High	2,404,545	3,017,993	632,500	501,859	746,885	-	-
10000262 Stadium View	-	-	-	126,504	222,236	1,023,000	-
10000186 Sullivan PK-8	1,458,138	1,398,072	293,000	1,959,005	368,559	-	-
10000102 Transition Plus	213,150	532,875	124,000	495,896	203,649	142,000	49,600
10000107 Waite Park Elementary	741,314	644,161	135,000	99,035	194,654	57,336	-
10000108 Washburn High	2,871,130	3,612,659	757,500	828,180	771,112	-	-
10000109 Webster Elementary	859,484	515,335	108,000	536,196	194,654	-	43,200
10000110 Wellstone High	340,082	388,879	81,500	251,020	195,742	53,691	32,600
10000112 Whittier Elementary	1,104,330	877,965	184,000	1,106,002	384,727	-	-
10000114 Windom Elementary	984,551	901,827	189,000	133,017	194,654	-	-

Strategic Investments	Gifted & Talented	Intervention Teams	Library Media Specialists
10000185 Andersen Middle	63,938	1,087,115	58,500
10000004 Anishinabe Academy Elementary	21,315	434,846	58,500
10000005 Anthony Middle	85,260	434,846	58,500
10000875 Anwatin Middle	21,315	434,846	58,499
10000007 Armatage Elementary	21,315	217,423	58,499
10000008 Bancroft Elementary	42,630	434,846	58,500
10000009 Barton Elementary	42,630	434,846	58,499
10000011 Bethune Elementary	21,315	652,269	58,499
10000013 Bryn Mawr Elementary	21,315	652,269	58,500
10000014 Burroughs Elementary	42,630	217,423	58,499
10000016 Cityview Elementary	21,315	434,846	58,499
10000020 Dowling Elementary	21,315	434,846	58,499
10000022 Early Childhood Special Education	-	-	-
10000023 Edison High	-	434,846	58,500
10000040 Ella Baker PK-8	-	1,087,115	58,500
10000024 Emerson Elementary	42,630	869,692	58,501
10001032 FAIR High	-	217,423	58,499
10000028 Field Elementary	42,630	217,423	58,500
10000087 Folwell Elementary	21,315	652,269	58,499
10000030 Franklin Middle	21,315	434,846	58,500
10000088 Green Central Elementary	42,630	869,692	58,500
10000031 Hale Elementary	-	217,423	58,500
10000032 Hall Academy Elementary	21,315	434,846	58,499
10000034 Harrison Education Center	-	-	58,499
10000035 Henry High	-	652,269	58,500
10001054 Heritage Academy High	-	108,713	58,500
10000036 Hiawatha Elementary	-	217,423	58,499

Strategic Investments	Gifted & Talented	Intervention Teams	Library Media
			Specialists
10000550 Hmong International Academy Elementary	21,313	434,846	58,499
10000039 Howe Elementary	42,630	217,423	58,499
10000050 Jenny Lind Elementary	-	434,846	58,499
10000903 Justice Page Middle	106,575	652,269	58,500
10000043 Kenny Elementary	21,315	217,423	58,499
10000044 Kenwood Elementary	21,315	434,846	46,800
10000046 Lake Harriet Lower Elementary	-	217,423	58,499
10000047 Lake Harriet Upper Elementary	42,630	217,423	58,499
10000042 Lake Nokomis Keewaydin Elementary	42,630	434,846	58,499
10000111 Lake Nokomis Wenonah Elementary	-	217,423	58,499
10000093 Las Estrellas Elementary	21,315	652,269	58,500
10000012 Longfellow High	-	108,711	58,499
10000068 Loring Elementary	21,315	652,269	58,499
10000069 Lucy Laney Elementary	21,315	652,266	58,497
10000070 Lyndale Elementary	21,314	434,846	58,500
10000071 Marcy Elementary	21,315	869,692	58,499
10001083 Minneapolis Academy & Career Center	-	-	58,499
10000038 MPS Metro HA	-	217,423	58,499
10000750 MPS Online 6-12	-	217,423	58,499
10001501 MPS Online K-5	-	217,423	58,499
10000074 Nellie Stone Johnson Elementary	21,315	434,846	58,499
10000902 North High	-	434,846	58,500
10000077 Northeast Middle	42,630	434,846	58,500
10000078 Northrop Elementary	-	434,846	58,499
10000080 Olson Middle	21,306	434,846	58,500
10000083 Pillsbury Elementary	21,315	652,268	58,499
10000085 Pratt Elementary	21,315	217,423	58,499

Strategic Investments	Gifted & Talented	Intervention Teams	Library Media Specialists
10000019 River Bend Education Center	-	217,423	58,499
10000090 Roosevelt High	-	434,846	58,500
10000091 Sanford Middle	85,260	434,846	58,500
10000092 Seward Elementary	42,630	869,692	58,500
10000095 South High	-	869,692	58,499
10000096 Southwest High	-	217,423	58,500
10000262 Stadium View	-	-	58,497
10000186 Sullivan PK-8	42,630	869,691	58,500
10000102 Transition Plus	-	-	58,499
10000107 Waite Park Elementary	-	217,423	58,499
10000108 Washburn High	-	434,846	58,499
10000109 Webster Elementary	-	434,846	58,499
10000110 Wellstone High	-	108,711	58,500
10000112 Whittier Elementary	21,315	652,269	58,499
10000114 Windom Elementary	21,315	434,846	58,499

Special Education	Citywide Program	Federal Funds	Citywide Program	Resource Teachers	3rd-Party Billing
10000185 Andersen Middle	1,710,793	-	1,710,793	639,450	-
10000004 Anishinabe Academy Elementary	222,404	-	222,404	106,575	41,460
10000005 Anthony Middle	742,152	-	742,152	319,725	-
10000875 Anwatin Middle	849,704	-	849,704	426,300	-
10000007 Armatage Elementary	739,474	-	739,474	159,862	41,114
10000008 Bancroft Elementary	750,131	-	750,131	213,150	41,460
10000009 Barton Elementary	507,501	-	507,501	213,150	82,920
10000011 Bethune Elementary	708,670	-	708,670	213,150	41,460
10000013 Bryn Mawr Elementary	1,406,681	-	1,406,681	319,725	41,460
10000014 Burroughs Elementary	527,727	-	527,727	159,863	41,460
10000016 Cityview Elementary	1,406,661	-	1,406,661	159,862	41,460
10000020 Dowling Elementary	854,290	-	854,290	106,575	41,460
10000022 Early Childhood Special Education	6,939,665	768,370	6,939,665	-	-
10000023 Edison High	2,140,710	-	2,140,710	639,450	-
10000040 Ella Baker PK-8	812,861	-	812,861	426,300	124,380
10000024 Emerson Elementary	211,745	-	211,745	213,150	82,919
10001032 FAIR High	440,606	-	440,606	319,725	-
10000028 Field Elementary	305,324	-	305,324	106,575	41,460
10000087 Folwell Elementary	950,753	-	950,753	213,150	41,461
10000030 Franklin Middle	466,652	-	466,652	319,725	-
10000088 Green Central Elementary	346,389	-	346,389	213,150	41,460
10000031 Hale Elementary	222,406	-	222,406	106,575	41,460
10000032 Hall Academy Elementary	931,074	-	931,074	159,863	41,460
10000034 Harrison Education Center	2,606,206	57,059	2,606,206	-	-
10000035 Henry High	1,787,760	-	1,787,760	746,025	-
10001054 Heritage Academy High	54,819	-	54,819	53,287	-
10000036 Hiawatha Elementary	222,403	-	222,403	106,575	41,460
10000550 Hmong International Academy Elementary	750,131	-	750,131	213,150	-
10000039 Howe Elementary	222,403	-	222,403	159,862	41,460
10000050 Jenny Lind Elementary	791,557	-	791,557	213,150	41,460
10000903 Justice Page Middle	933,304	-	933,304	532,875	-
10000043 Kenny Elementary	263,862	-	263,862	159,862	41,460

Special Education	Citywide Program	Federal Funds	Citywide Program	Resource Teachers	3rd-Party Billing
10000044 Kenwood Elementary	527,727	-	527,727	213,150	41,460
10000046 Lake Harriet Lower Elementary	328,457	-	328,457	106,575	41,460
10000047 Lake Harriet Upper Elementary	285,097	-	285,097	106,575	41,460
10000042 Lake Nokomis Keewaydin Elementary	527,726	-	527,726	159,864	41,460
10000111 Lake Nokomis Wenonah Elementary	222,403	-	222,403	106,575	41,460
10000093 Las Estrellas Elementary	739,455	-	739,455	159,863	41,458
10000012 Longfellow High	44,540	-	44,540	106,575	-
10000068 Loring Elementary	750,091	-	750,091	266,438	41,460
10000069 Lucy Laney Elementary	920,373	-	920,373	213,150	41,460
10000070 Lyndale Elementary	750,099	-	750,099	213,150	41,460
10000071 Marcy Elementary	750,130	-	750,130	373,012	124,380
10000376 MPS Deaf/Hard of Hearing	-	102,435	-	-	-
10000038 MPS Metro HA	889,941	163,634	889,941	-	-
10000750 MPS Online 6-12	544,765	-	544,765	319,725	-
10001501 MPS Online K-5	382,524	-	382,524	213,149	-
10000074 Nellie Stone Johnson Elementary	791,591	-	791,591	159,862	41,460
10000902 North High	1,134,075	-	1,134,075	532,875	-
10000077 Northeast Middle	1,463,028	-	1,463,028	532,875	-
10000078 Northrop Elementary	317,151	-	317,151	106,575	41,460
10000080 Olson Middle	1,229,330	-	1,229,330	532,875	-
10000083 Pillsbury Elementary	1,055,435	-	1,055,435	213,150	41,458
10000085 Pratt Elementary	486,267	-	486,267	159,863	41,460
10000019 River Bend Education Center	3,515,371	57,059	3,515,371	-	-
10000090 Roosevelt High	1,356,770	-	1,356,770	692,738	-
10000091 Sanford Middle	1,247,683	-	1,247,683	532,875	-
10000092 Seward Elementary	486,268	-	486,268	319,725	124,374
10000095 South High	2,249,666	-	2,249,666	905,888	-
10000096 Southwest High	1,581,508	-	1,581,508	586,162	-
10000262 Stadium View	0	9,718	0	-	-
10000186 Sullivan PK-8	1,489,548	-	1,489,548	426,300	82,919
10000102 Transition Plus	5,949,455	266,080	5,949,455	-	-
10000107 Waite Park Elementary	82,920	-	82,920	213,149	41,460

Special Education	Citywide Program	Federal Funds	Citywide Program	Resource Teachers	3rd-Party Billing
10000108 Washburn High	1,876,868	-	1,876,868	639,450	-
10000109 Webster Elementary	1,247,011	-	1,247,011	159,863	41,460
10000110 Wellstone High	-	-	-	53,287	-
10000112 Whittier Elementary	486,255	-	486,255	106,575	82,919
10000114 Windom Elementary	263,864	-	263,864	159,862	41,460

Early Childhood	Hi-Five Federal	Community Ed	Voluntary Pre-K	Early Childhood	Path II Scholarship
10000004 Anishinabe Academy Elementary	170,560	-	147,766	26,134	-
10000008 Bancroft Elementary	372,704	-	-	95,451	48,535
10000011 Bethune Elementary	329,732	-	147,770	39,188	-
10000013 Bryn Mawr Elementary	106,637	-	-	189,293	48,530
10000016 Cityview Elementary	20,232	151,998	-	-	-
10000040 Ella Baker PK-8	7,396	147,777	-	189,282	-
10000024 Emerson Elementary	-	-	-	-	-
10000087 Folwell Elementary	329,670	-	147,770	39,248	-
10000088 Green Central Elementary	173,622	-	147,771	195,297	-
10000032 Hall Academy Elementary	-	120,320	-	224,138	-
10000550 Hmong International Academy Elementary	283,239	42,218	-	19,003	-
10000050 Jenny Lind Elementary	269,799	-	-	26,122	48,539
10000093 Las Estrellas Elementary	507,958	-	-	88,084	95,647
10000012 Longfellow High	-	-	-	-	-
10000068 Loring Elementary	295,919	-	-	-	48,530
10000069 Lucy Laney Elementary	268,574	-	75,884	-	-
10000070 Lyndale Elementary	468,032	-	-	260,875	48,530
10000071 Marcy Elementary	3,069	-	-	120,632	48,528
10000074 Nellie Stone Johnson Elementary	337,980	6,480	-	-	-
10000083 Pillsbury Elementary	297,693	-	-	-	47,813
10000085 Pratt Elementary	126,466	-	-	-	48,534
10000092 Seward Elementary	135,534	-	-	163,164	48,532
10000186 Sullivan PK-8	46,179	135,106	-	163,174	-
10000107 Waite Park Elementary	172,230	-	-	-	-
10000109 Webster Elementary	126,465	-	-	-	48,535
10000112 Whittier Elementary	295,921	-	-	-	48,525

Integration	Integration Aid	Magnet Schools	Racially Isolated	BARR Coordinator
10000185 Andersen Middle	-	404,617	-	-
10000004 Anishinabe Academy Elementary	58,126	-	160,960	-
10000875 Anwatin Middle	-	-	52,350	-
10000011 Bethune Elementary	58,126	340,458	58,301	-
10000013 Bryn Mawr Elementary	-	-	74,580	-
10000016 Cityview Elementary	58,126	-	42,241	-
10000040 Ella Baker PK-8	-	608,642	128,039	-
10000024 Emerson Elementary	-	204,143	-	-
10001032 FAIR High	-	395,050	-	-
10000087 Folwell Elementary	-	-	79,860	-
10000030 Franklin Middle	-	321,267	57,862	-
10000088 Green Central Elementary	-	215,842	-	-
10000032 Hall Academy Elementary	58,125	390,492	44,660	-
10000035 Henry High	127,889	-	169,180	53,287
10001054 Heritage Academy High	-	269,989	15,080	-
10000550 Hmong International Academy Elementary	-	-	158,020	-
10000050 Jenny Lind Elementary	-	-	60,280	-
10000093 Las Estrellas Elementary	-	200,242	78,100	-
10000069 Lucy Laney Elementary	58,126	-	209,260	-
10000071 Marcy Elementary	-	340,207	-	-
10000074 Nellie Stone Johnson Elementary	58,126	-	44,440	-
10000902 North High	-	-	97,889	-
10000080 Olson Middle	-	-	69,957	-
10000085 Pratt Elementary	58,126	-	42,020	-
10000090 Roosevelt High	-	184,942	-	-
10000092 Seward Elementary	-	421,951	-	-
10000095 South High	85,260	-	-	53,288
10000186 Sullivan PK-8	-	369,440	233,040	-

Integration

10000112 Whittier Elementary

Integration Aid

-

Magnet Schools

-

Racially Isolated

105,360

BARR Coordinator

-

SPECIAL SCHOOL DISTRICT NUMBER 1

FINAL FY24 SCHOOL ALLOCATIONS

	English Language Learner	Career & Tech Ed	IB	Athletics	Advanced Academics	School Within A School	Extended Learning	AVID	Academic Supports	Young Scholars	Specialist MOA
Programming											
10000185 Andersen Middle	1,065,750	-	446,300	-	-	-	-	127,890	-	-	-
10000004 Anishinabe Academy Elementary	53,288	-	-	-	-	-	-	-	-	-	49,994
10000005 Anthony Middle	106,575	-	444,300	-	-	-	-	85,260	-	-	-
10000875 Anwatin Middle	159,863	-	231,150	-	-	65,426	-	-	-	-	-
10000007 Armatage Elementary	53,287	-	-	-	-	-	-	-	-	-	-
10000008 Bancroft Elementary	373,012	-	188,520	-	-	-	-	-	-	-	-
10000009 Barton Elementary	159,862	-	-	-	-	-	-	-	-	-	-
10000011 Bethune Elementary	53,287	-	-	-	-	-	-	-	-	-	-
10000013 Bryn Mawr Elementary	213,150	-	-	-	53,288	-	-	-	-	-	-
10000014 Burroughs Elementary	53,287	-	-	-	-	-	-	-	-	-	-
10000016 Cityview Elementary	53,287	-	-	-	-	-	-	-	-	-	49,992
10000020 Dowling Elementary	106,575	-	-	-	-	-	-	-	-	-	-
10000023 Edison High	799,310	106,575	264,150	124,586	-	-	-	149,205	-	-	-
10000040 Ella Baker PK-8	959,175	-	-	-	-	-	-	-	319,725	-	-
10000024 Emerson Elementary	959,175	-	-	-	-	-	-	-	-	-	-
10001032 FAIR High	106,575	106,575	-	-	58,289	-	-	-	-	-	-
10000028 Field Elementary	53,287	-	-	-	-	-	-	-	-	-	-
10000087 Folwell Elementary	532,875	-	-	-	-	-	-	-	-	-	-
10000030 Franklin Middle	106,575	-	-	-	-	-	-	85,260	-	-	-
10000088 Green Central Elementary	1,012,462	-	-	-	-	-	-	-	-	-	-
10000031 Hale Elementary	53,287	-	-	-	-	-	-	-	-	-	-
10000032 Hall Academy Elementary	53,287	-	-	-	-	-	-	-	-	-	49,994
10000035 Henry High	586,160	106,575	260,150	99,760	-	286,632	-	127,890	-	-	-
10001054 Heritage Academy High	266,437	53,287	-	-	58,288	-	-	-	-	-	-
10000036 Hiawatha Elementary	53,287	-	-	-	-	-	-	-	-	-	50,005
10000550 Hmong International Academy Elementary	213,150	-	-	-	-	-	-	-	-	-	50,000
10000039 Howe Elementary	106,574	-	-	-	-	-	-	-	-	-	49,994
10000050 Jenny Lind Elementary	159,862	-	-	-	-	-	-	21,315	-	53,287	49,984
10000903 Justice Page Middle	319,725	-	446,300	-	-	-	-	85,260	-	-	-
10000043 Kenny Elementary	53,287	-	-	-	-	-	-	-	-	-	-
10000044 Kenwood Elementary	159,862	-	-	-	-	-	-	-	-	-	-
10000046 Lake Harriet Lower Elementary	53,287	-	-	-	-	-	-	-	-	-	-
10000047 Lake Harriet Upper Elementary	53,287	-	-	-	-	-	-	-	-	-	-
10000042 Lake Nokomis Keewaydin Elementary	53,287	-	-	-	-	-	-	-	-	-	-
10000111 Lake Nokomis Wenonah Elementary	53,287	-	-	-	-	-	-	-	-	-	49,994
10000093 Las Estrellas Elementary	692,737	-	-	-	-	-	-	-	-	-	-
10000012 Longfellow High	106,575	-	-	-	-	-	442,160	-	-	-	-
10000068 Loring Elementary	106,575	-	190,520	-	-	-	-	-	-	-	-
10000069 Lucy Laney Elementary	106,575	-	-	-	-	-	-	-	-	-	-
10000070 Lyndale Elementary	639,449	-	-	-	-	-	-	-	-	-	-
10000071 Marcy Elementary	213,150	-	-	-	-	-	-	-	-	-	-
10001083 Minneapolis Academy & Career Center	-	53,287	-	-	-	-	-	-	-	-	-
10000750 MPS Online 6-12	106,575	106,575	-	-	58,288	-	-	-	-	-	-
10001501 MPS Online K-5	53,287	-	-	-	-	-	-	-	-	-	-
10000074 Nellie Stone Johnson Elementary	159,863	-	-	-	-	-	-	-	-	53,287	49,781
10000902 North High	106,575	106,575	-	104,808	116,575	-	-	-	-	-	-
10000077 Northeast Middle	319,725	-	337,725	-	-	-	-	106,575	-	-	-
10000078 Northrop Elementary	53,287	-	-	-	-	-	-	-	-	-	-
10000080 Olson Middle	159,862	-	231,150	-	-	-	-	85,260	-	-	-
10000083 Pillsbury Elementary	373,013	-	-	-	-	-	-	-	-	-	-
10000085 Pratt Elementary	266,437	-	-	-	-	-	-	-	-	-	50,005

SPECIAL SCHOOL DISTRICT NUMBER 1

FINAL FY24 SCHOOL ALLOCATIONS

	English Language Learner	Career & Tech Ed	IB	Athletics	Advanced Academics	School Within A School	Extended Learning	AVID	Academic Supports	Young Scholars	Specialist MOA
Programming											
10000090 Roosevelt High	586,163	106,575	262,150	125,191	-	325,928	-	191,835	-	-	-
10000091 Sanford Middle	213,150	-	444,300	-	-	-	-	106,575	-	-	-
10000092 Seward Elementary	426,300	-	-	-	-	-	-	-	-	-	-
10000095 South High	1,119,037	213,150	-	115,690	121,575	-	-	149,205	-	-	-
10000096 Southwest High	319,725	74,603	306,780	124,586	-	127,049	-	106,573	-	-	-
10000186 Sullivan PK-8	852,600	-	-	-	-	-	-	-	319,725	-	-
10000102 Transition Plus	266,438	-	-	-	-	-	-	-	-	-	-
10000107 Waite Park Elementary	106,575	-	-	-	-	-	-	-	-	-	-
10000108 Washburn High	692,737	106,575	262,150	113,506	-	-	-	127,890	-	-	-
10000109 Webster Elementary	213,150	-	-	-	-	-	-	-	-	53,287	-
10000110 Wellstone High	703,393	53,287	-	-	58,288	166,177	-	63,945	-	-	-
10000112 Whittier Elementary	532,875	-	188,520	-	-	-	-	-	-	-	-
10000114 Windom Elementary	106,575	-	-	-	-	-	-	-	-	-	-

SPECIAL SCHOOL DISTRICT NUMBER 1

FINAL FY24 SCHOOL ALLOCATIONS

Other	Title I	Other	Q-Comp	Title II	Misc & Overhead	Title I Family Involvement	Funded Programs	Transp. Coord.	State Grants	Private Grants
10000185 Andersen Middle	761,518	-	94,445	-	12,000	19,144	-	-	-	-
10000004 Anishinabe Academy Elementary	277,471	-	43,223	-	3,000	6,975	-	11,085	-	-
10000005 Anthony Middle	-	-	61,380	-	3,000	-	-	-	-	-
10000875 Anwatin Middle	315,364	-	38,315	-	5,000	7,928	-	-	-	-
10000007 Armatage Elementary	-	-	33,565	-	3,000	-	30,000	11,085	-	-
10000008 Bancroft Elementary	195,231	-	36,815	-	5,000	6,299	-	11,362	-	-
10000009 Barton Elementary	-	-	48,973	-	3,000	-	-	11,362	-	-
10000011 Bethune Elementary	301,918	-	46,973	-	3,000	7,590	-	11,085	-	-
10000013 Bryn Mawr Elementary	385,028	-	60,630	-	5,000	9,679	-	11,362	-	-
10000014 Burroughs Elementary	-	-	34,565	-	3,000	-	-	11,364	-	-
10000016 Cityview Elementary	216,354	-	44,223	-	3,000	5,439	-	11,362	-	-
10000020 Dowling Elementary	-	-	31,315	-	5,000	-	-	11,085	-	-
10000022 Early Childhood Special Education	-	594,073	68,630	-	5,000	-	-	-	-	-
10000023 Edison High	827,519	-	99,195	-	8,000	20,803	-	-	-	-
10000040 Ella Baker PK-8	666,175	-	115,760	-	12,000	16,747	-	11,362	-	-
10000024 Emerson Elementary	298,082	21,315	60,130	-	8,000	9,618	-	11,085	-	-
10001032 FAIR High	194,277	-	53,380	-	3,000	6,269	-	-	-	-
10000028 Field Elementary	-	-	30,815	-	3,000	-	-	11,362	-	-
10000087 Folwell Elementary	396,038	-	57,630	-	8,000	9,956	-	11,085	-	-
10000030 Franklin Middle	312,919	-	44,975	-	3,000	7,866	-	-	-	-
10000088 Green Central Elementary	332,369	-	63,380	-	12,000	10,724	-	11,362	-	-
10000031 Hale Elementary	-	-	30,315	-	3,000	-	-	11,363	-	-
10000032 Hall Academy Elementary	232,245	-	42,723	-	3,000	5,838	-	11,367	-	-
10000034 Harrison Education Center	-	-	26,065	-	3,000	-	-	11,085	-	-
10000035 Henry High	837,303	-	110,353	-	8,000	21,049	-	-	161,920	-
10001054 Heritage Academy High	123,456	-	28,815	-	12,000	3,104	-	-	-	-
10000036 Hiawatha Elementary	-	-	28,815	-	3,000	-	-	11,085	-	-
10000550 Hmong International Academy Elementary	266,470	-	41,649	-	8,000	6,699	-	11,085	-	-
10000039 Howe Elementary	-	-	28,815	-	3,000	-	-	11,085	-	-
10000050 Jenny Lind Elementary	260,358	-	43,973	-	3,000	6,545	-	11,085	-	-
10000903 Justice Page Middle	-	-	86,945	-	5,000	-	-	-	-	-
10000043 Kenny Elementary	-	-	31,316	-	3,000	-	-	11,362	-	-
10000044 Kenwood Elementary	159,988	-	33,565	-	3,000	5,162	-	11,362	-	-
10000046 Lake Harriet Lower Elementary	-	-	30,315	-	3,000	-	-	11,362	-	-
10000047 Lake Harriet Upper Elementary	-	-	29,815	-	3,000	-	-	11,362	-	-
10000042 Lake Nokomis Keewaydin Elementary	-	-	32,565	-	3,000	-	-	11,085	-	-
10000111 Lake Nokomis Wenonah Elementary	-	-	27,315	-	3,000	-	-	11,362	-	-
10000093 Las Estrellas Elementary	308,030	-	67,787	-	8,000	7,744	-	11,362	-	-
10000012 Longfellow High	68,451	-	15,908	-	5,000	1,721	-	-	-	-
10000068 Loring Elementary	192,371	-	34,555	-	3,000	6,207	-	11,085	-	-
10000069 Lucy Laney Elementary	367,924	21,315	49,973	-	3,000	9,249	-	11,362	-	-
10000070 Lyndale Elementary	323,920	-	49,473	-	8,000	8,143	-	11,085	-	-
10000071 Marcy Elementary	424,152	21,315	50,223	-	8,000	10,663	-	11,362	-	-
10001083 Minneapolis Academy & Career Center	61,117	-	12,658	-	3,000	1,536	-	-	-	-
10000100 MPS Metro DT	-	-	-	-	-	-	-	-	-	-
10000038 MPS Metro HA	1,005,238	-	15,658	-	3,000	-	-	11,340	-	-
10000750 MPS Online 6-12	305,585	-	32,566	-	5,000	7,682	-	-	-	-

SPECIAL SCHOOL DISTRICT NUMBER 1

FINAL FY24 SCHOOL ALLOCATIONS

	Title I	Other	Q-Comp	Title II	Misc & Overhead	Title I Family Involvement	Funded Programs	Transp. Coord.	State Grants	Private Grants
Other										
10001501 MPS Online K-5	128,346	-	17,159	-	5,000	3,226	-	-	-	-
10000074 Nellie Stone Johnson Elementary	234,689	21,315	43,222	-	3,000	5,900	-	11,110	-	159,977
10000902 North High	492,603	-	75,787	-	3,000	12,384	-	-	-	-
10000077 Northeast Middle	311,415	-	60,630	-	5,000	10,048	-	-	-	-
10000078 Northrop Elementary	-	-	32,065	-	3,000	-	-	11,085	-	-
10000080 Olson Middle	380,148	-	59,130	-	5,000	9,557	-	-	-	-
10000083 Pillsbury Elementary	331,254	-	60,130	-	5,000	8,327	-	11,085	-	-
10000085 Pratt Elementary	190,685	-	43,223	-	8,000	4,794	-	11,362	-	-
10000019 River Bend Education Center	-	-	44,973	-	3,000	-	-	11,085	-	-
10000090 Roosevelt High	583,783	-	106,274	-	12,000	18,836	-	-	-	-
10000091 Sanford Middle	-	21,315	51,977	-	3,000	-	-	-	-	-
10000092 Seward Elementary	359,983	-	63,380	-	12,000	11,615	-	11,362	-	-
10000095 South High	923,770	-	132,917	38,793	8,000	29,806	-	-	187,000	-
10000096 Southwest High	-	-	100,945	-	5,000	-	-	-	-	-
10000262 Stadium View	95,816	130,451	4,250	-	3,000	1,106	-	-	-	-
10000186 Sullivan PK-8	682,066	-	103,852	-	8,000	17,148	-	11,085	-	-
10000102 Transition Plus	-	-	47,973	-	5,000	-	-	-	-	-
10000107 Waite Park Elementary	-	-	29,815	-	3,000	-	-	11,362	-	-
10000108 Washburn High	-	-	111,602	-	5,000	-	-	-	-	38,367
10000109 Webster Elementary	174,278	-	44,223	-	5,000	5,625	-	11,363	-	-
10000110 Wellstone High	156,325	58,126	31,315	-	8,000	2,796	-	-	-	-
10000112 Whittier Elementary	387,482	-	60,630	-	8,000	9,741	-	11,085	-	-
10000114 Windom Elementary	-	-	31,315	-	3,000	-	-	11,362	-	-

	General	Capital	Special Education	Community Education	Food Service	Federal	Other	Extended Learning	Q-Comp	Funded Programs	Integration	Non-Federal Grants	Basic Skills	ESSER	Grand Total
Administration															
Administration															
Board Of Education	532,440														532,440
Office of the Asst. to the Supt. & Board	1,518,803														1,518,803
Office of the Ombudsperson	317,990														317,990
Superintendent's Office	575,534														575,534
Administration Total	2,944,767														2,944,767
Administration Total	2,944,767														2,944,767
Academics															
Academics															
Division of Academics	1,344,299					86,311									1,430,610
Extended Learning								7,210,053			350,000	300,000		106,575	7,966,628
Indian Education	1,178,464					223,746	330,000				30,000	598,075			2,360,285
Multilingual	2,882,256					927,660	100,000				219,320				4,129,236
Office of Black Student Achievement	2,269,031					300,006			42,495		170,791				2,782,323
Student Activities	496,710														496,710
Academics Total	8,170,760					1,537,723	430,000	7,210,053	42,495		770,111	898,075		106,575	19,165,791
Career & Technical Education															
STEM/CTE	5,233,741						300,000								5,533,741
Career & Technical Education Total	5,233,741						300,000								5,533,741
Community Education															
Adult Basic Education				6,058,320			835,525								6,893,844
Community Education Admin				871,824											871,824
Full-Service Community Schools							1,103,261								1,103,261
Minneapolis Kids				8,487,000											8,487,000
Youth & Adult Enrichment				6,095,205			943,804								7,039,008
Community Education Total	-			21,512,348			2,882,589								24,394,937
Core Academics															
Advancement Via Individual Determination	517,454														517,454
AVID Tutors	954,563														954,563
Teaching & Learning	20,321,915					973,397	1,458,915				1,432,600	400,000			24,586,827
Core Academics Total	21,793,932					973,397	1,458,915				1,432,600	400,000			26,058,844
Early Childhood															
Early Childhood Education				326,410		90,173						51,290		300,543	768,416
Early Childhood Education Preschool				813,558		305,387						539,139		304,900	1,962,984
Early Childhood Education Program 1				3,871,842		305,950						398,475			4,576,267
Early Childhood Education Program 2				1,031,074		16,189	282,950								1,330,213
Early Childhood Education Support															-
ECFE Support				274,035											274,035
Teen Parent Services						286,932				1,081,429					1,368,361
Early Childhood Total	-			6,316,919		1,004,631	282,950			1,081,429		988,904		605,443	10,280,276
Special Education															
Adaptive Phys Ed			1,874,289						10,658						1,884,946
Homebound			1			1				1					3
Occupational, Physical Therapists			5,362,673			140,775			31,972	134,458					5,669,878
Psychology Services			3,800,250						31,973						3,832,222
SEA Cadre			647,366												647,366
Social Work Services	286,746								66,753						353,499
Special Ed 021			1			1				1					3
Special Ed 024			1			1				1					3
Special Ed Department			3,143,369			6,197,129				750,000					10,090,498
Special Ed Due Process Clerical						625,327									625,327
Special Ed Holding			1			1				1					3
Special Ed Interpreters			968,304												968,304
Special Ed Monitoring & Compliance						525,124				121,950					647,074
Special Ed Program 1			641,928			184,707				639,450					1,466,085
Special Ed Program 2															-

	General	Capital	Special Education	Community Education	Food Service	Federal	Other	Extended Learning	Q-Comp	Funded Programs	Integration	Non-Federal Grants	Basic Skills	ESSER	Grand Total
Special Ed Program 3			1,298,220			222,088				109,972					1,630,280
Special Ed Program 4			492,933			180,203				280,170					953,306
Special Ed Support			61,200			554,329				-					615,529
Special Education & Related Services			1			1				1					3
Special Education/Departments			1			1				1					3
Speech Language Clinicians			10,299,419			117,233			63,945	-					10,480,596
Special Education Total	286,746		28,589,955			8,746,921			205,300	2,036,006					39,864,928
Academics Total	35,485,179		28,589,955	27,829,267		12,262,672	5,354,454	7,210,053	247,795	3,117,435	2,202,711	2,286,979		712,018	125,298,517
Finance															
Accounting															
Accounting & Finance	1,264,826														1,264,826
Accounts Payable & Vendor Support	265,887														265,887
Grants Accounting	227,380					259,593									486,973
Accounting Total	1,758,093					259,593									2,017,686
Finance															
Budget Operations	1,717,287														1,717,287
Division of Finance & Operations	861,173														861,173
Finance	276,460														276,460
Financial Systems	623,772														623,772
Payroll	755,920														755,920
Procurement & Accounts Payable	872,167														872,167
Total Compensation	756,497						99,631								856,128
Finance Total	5,863,276						99,631								5,962,907
Grants Office															
Resource Development & Innovation	259,833														259,833
Grants Office Total	259,833														259,833
Risk Management															
Environmental Health Safety	1,206,190														1,206,190
Risk Management	962,182														962,182
Risk Management Total	2,168,372														2,168,372
Finance Total	10,049,574					259,593	99,631								10,408,798
General Counsel															
General Counsel															
Expulsions & Transfers	245,713														245,713
Office of Equality & Civil Rights	256,401														256,401
Office of the General Counsel	2,133,410														2,133,410
General Counsel Total	2,635,524														2,635,524
General Counsel Total	2,635,524														2,635,524
Human Resources															
Human Resources															
Division of Human Resources	488,107					261,859									749,966
Educator Professional Development						638,124			134,458						772,582
Grow Your Own Residency	74,055								1,093,749						1,167,804
Human Resources	213,142										354,453				567,595
Human Resources Information Systems	1,903,209								120,045						2,023,254
Labor Relations/Employee Relations	591,055														591,055
PAR Mentors									1,819,199						1,819,199
Talent Acquisition	6,489,551														6,489,551
Talent Management	1,670,563					29,060	125,984								1,825,507
Teacher Development	1,334,759								2,482,273			287,773			4,104,805
Union Leadership															381,557
Human Resources Total	12,764,441					929,043	507,541		5,649,724		354,453	287,773			20,492,975
Human Resources Total	12,764,441					929,043	507,541		5,649,724		354,453	287,773			20,492,975

	General	Capital	Special Education	Community Education	Food Service	Federal	Other	Extended Learning	Q-Comp	Funded Programs	Integration	Non-Federal Grants	Basic Skills	ESSER	Grand Total
IT Services															
IT Services															
Design & Training	981,125					198,762									1,179,887
Division of Information Technology	16,416,911														16,416,911
Enterprise Infrastructure	1,396,243	2,000,000													3,396,243
Enterprise Systems	1,374,632														1,374,632
IT Field Support Group 1	-														-
IT Field Support Group 2	2,768,266	8,902,603													11,670,869
IT Service Management	557,935														557,935
IT Solution Center	930,475														930,475
IT Services Total	24,425,587	10,902,603				198,762									35,526,952
IT Services Total	24,425,587	10,902,603				198,762									35,526,952
Operations															
Capital Projects															
Capital Projects, Const. & Maintenance	130,983	94,473,727													94,604,710
Construction Planning Group A	-	665,660													665,660
Construction Planning Group B	-	396,544													396,544
Facilities Planning	23,421,355	253,406													23,674,761
Capital Projects Total	23,552,338	95,789,337													119,341,675
Facilities															
Electronics Shop	355,051	2,551,304													2,906,355
Facilities Total	355,051	2,551,304													2,906,355
Food Service															
Culinary & Wellness Services (CWS)					13,713,429										13,713,429
CWS, Business Operations					172,196										172,196
CWS, Culinary Operations					324,367										324,367
CWS, Distribution					1,093,649										1,093,649
CWS, Production					1,401,189										1,401,189
CWS, Site Group 1 - Northwest					1,503,342										1,503,342
CWS, Site Group 2 - Northeast					1,322,630										1,322,630
CWS, Site Group 3 - Central West					1,274,423										1,274,423
CWS, Site Group 4 - Central East					1,790,593										1,790,593
CWS, Site Group 5 - Southwest					1,480,282										1,480,282
CWS, Site Group 6 - Southeast					1,650,666										1,650,666
CWS, Site Operations					717,738										717,738
CWS, Wellness					565,902										565,902
Food Service Total					27,010,406										27,010,406
Plant Maintenance															
Carpenter Shop	-	2,733,981													2,733,981
Cement Shop	1	1													2
Electric Shop	182,506	541,732													724,238
Fire Sprinkler Shop	427,924	340,326													768,249
Paint Shop	-	1,951,217													1,951,217
Pipefitting Shop	126,623	7,505,422													7,632,045
Plant Maintenance	-	2,687,120													2,687,120
Plumbing Shop	91,702	1,711,560													1,803,262
Sheetmetal Shop	743,224	5,205,583													5,948,807
Plant Maintenance Total	1,571,980	22,676,942													24,248,921
Plant Operations															
Engineers, Zone 1	7,566,592														7,566,592
Engineers, Zone 2	8,492,667														8,492,667
Plant Operations Total	6,065,908														6,065,908
Plant Operations Total	22,125,167														22,125,167
Transportation															
Mail Center	338,704														338,704
Materials Handling	1,383,554	81,924													1,465,478
Transportation	59,372,494						41,622				1,000,000				60,414,115

	General	Capital	Special Education	Community Education	Food Service	Federal	Other	Extended Learning	Q-Comp	Funded Programs	Integration	Non-Federal Grants	Basic Skills	ESSER	Grand Total
Transportation Total	61,094,752	81,924					41,622				1,000,000				62,218,297
Operations Total	188,699,287	121,099,507			27,010,406		41,622				1,000,000				257,850,821
Schools															
Schools															
Athletics	3,657,487														3,657,487
Contract Alternatives	5,645,186					452,490							1,289,196		7,386,872
Division of Schools	2,209,516														2,209,516
Schools Total	11,512,189					452,490							1,289,196		13,253,875
Schools Total	11,512,189					452,490							1,289,196		13,253,875
Student Support Services															
Guidance & Counseling															
GEAR Up	-						2,335,270								2,335,270
Guidance & Counseling Services	1,418,801								46,500		855,631	116,251			2,437,183
Guidance & Counseling Total	1,418,801						2,335,270		46,500		855,631	116,251			4,772,453
Health Services															
Health Services	6,757,464								33,897	409,902					7,201,263
Health Services Total	6,757,464								33,897	409,902					7,201,263
Non-Public															
Non-Public Guidance & Counseling								914,056							914,056
Non-Public Staff						2,876,835									2,876,835
Non-Public Total						2,876,835		914,056							3,790,891
Safety & Security															
Citywide Specialists	746,916														746,916
District Communications Center	1,130,725														1,130,725
High School Specialists	839,656														839,656
Operational & Security Services	2,425,074											303,750			2,728,824
Safety & Security Total	5,142,371											303,750			5,446,121
Student Retention & Recovery															
Check and Connect	1,148,198														1,148,198
Student Retention & Recovery Total	1,148,198														1,148,198
Student Support Services															
Family Resource Center	155,478					119,008						260,000			534,478
Homeless and Highly Mobile	714,429					684,850	321,000					313,195			2,033,474
Mental Health Support	2,641,329														2,641,329
Student Support Services	218,600														218,600
Student Support Services Total	3,729,828					803,858	321,000					573,195			5,427,881
Student Support Services Total	18,196,662					3,680,693	3,570,326		80,397	409,902	855,631	993,196			27,786,807
Superintendent															
Communications															
Communications	452,498														452,498
KBEM Radio										1,695,176					1,695,176
Marketing & Communications	1,412,814														1,412,814
Communications Total	1,865,312									1,695,176					3,560,488
Engagement & External Relations															
Engagement	3,123,891														3,123,891
Engagement & External Relations						553,159									553,159
Student Placement Services	1,316,700														1,316,700
Engagement & External Relations Total	4,440,591					553,159									4,993,750
Equity & School Climate															
Equity & School Climate	2,624,379														2,624,379
Positive School-Wide Engagement															-

	General	Capital	Special Education	Community Education	Food Service	Federal	Other	Extended Learning	Q-Comp	Funded Programs	Integration	Non-Federal Grants	Basic Skills	ESSER	Grand Total
Social & Emotional Learning						204,466									204,466
Equity & School Climate Total	2,624,379					204,466									2,828,845
Strategic Initiatives															
REAA/Equity & School Climate Support						-									-
Research, Evaluation & Assessment	1,524,884					414,914	320,988		58,336		241,498				2,560,620
Strategic Initiatives	750,742					-									750,742
Strategic Initiatives Total	2,275,626					414,914	320,988		58,336		241,498				3,311,362
Superintendent Total	11,205,908					1,172,539	320,988		58,336	1,695,176	241,498				14,694,445
Grand Total	237,919,118	132,002,110	28,589,955	27,829,267	27,010,406	18,955,791	9,894,562	7,210,053	6,036,252	5,222,513	4,654,293	3,567,948	1,289,196	712,018	510,893,481



Equity Considerations for Budgeting Summary Report

Research, Evaluation, and Assessment Department

May 2023

Overview of the Equity Considerations for Budgeting Process

The 2023-2024 school year is the seventh time that schools and departments have engaged in this Equity Considerations planning process. The Equity Considerations for Budgeting Process is designed to walk school and department leaders through steps for an equity-driven budgeting planning. The steps, some of which are required, are outlined in the table below.

Table 1. Equity Considerations for Budgeting Components

Equity Considerations for Budgeting Components		
Sections	School Process	Department Process
Prioritize Activities / Initiatives	Identification and prioritization of activities that are having, or will have, the biggest impact on increasing student success and achieving equity and how each activity aligns to MPS strategic priorities	<p>This Budget Tie Out season, departments engaged in a <i>priority-based budgeting</i> process where individual programs and services, rather than departments as a whole, were proposed and funded. In their SY24 budget proposals, departments sorted their proposed programs and services into three overarching categories: statutory (as required to comply with statutory or regulatory requirements), essential (as required to operate the district), and strategic (all other programs and services).</p> <p>After presenting on their proposed budgets and receiving their allocations, departments were asked to identify which specific student/staff groups will be most directly impacted by changes (eliminations, reductions, or additions). Funded strategic programs were categorized into specific MPS Strategic Plan areas by departments (and by REA staff when departments did not identify a specific goal/strategy) to understand alignment of SY24 funding to the MPS Strategic Plan.</p>
Budget Alignment and Trade-Offs	Identification of how potentially limited or additional resources will be used to support prioritized activities, what trade-offs have to be made as a result of those investments, and how supplementary funding sources will be used to support prioritized activities	
Equity Considerations	Identification of specific student groups who will be most directly impacted by changes (eliminations, reductions, or additions) to programs, supports, or services, how negative impacts will be mitigated, and how continued or expanded programs and activities will positively impact specific student groups	
Additional Considerations / Additional Information	Identification of other impacts that might result from changes (cuts, reductions, or additions) to positions, programs, support, or services	

Schools

High-Level School Summary

This year 60 schools fully completed their Equity Considerations for Budgeting document. This high-level summary is based on the schools that completed their document.

Engaging Stakeholders

- **All schools** that completed an Equity Considerations in Budgeting document included at least one stakeholder group (families, students, staff, or other community members) in their budget decision-making.
 - Schools used a variety of methods to engage stakeholders. Some of the most common engagement methods were surveys, information sessions, and presentations during meetings of existing groups or committees (e.g. student council for students, Instructional Leadership Team for staff, or Parent-Teacher Associations for families and community members).

District-Directed Funding Shifts

At the District level, schools received funding to support Goal 1 priorities of academic interventions for Tier II and III students in math and literacy, support for Advanced Learner students, and Library/Media staff. As some schools did not report these allocations on their equity considerations documents (as they were district-directed), data in the “additions” portion of this segment comes from the [FY24 Budget Allocations to Schools Overview](#), presented at the Committee of the Whole on March 28, 2023.

- Additions
 - A total of **108 intervention triads**, each consisting of one licensed teacher and two Associate Educators, are to be implemented across **65 schools**. Schools received between 0.5 and 5 triads in their budget allocations for SY23-24.
 - **38 schools** received additional funding to support Advanced Learners, between 0.2 and 1.0FTE for Advanced Learner teachers.
 - **68 schools** received funding for a 0.5FTE Library/Media Specialist.
- Cuts and Reductions
 - In order to prioritize strategic academic goals, schools were asked to excess their building reserve substitute teachers (though some schools bought up these personnel using other funding streams). A total of **8 schools** reported excessing their building reserve teacher in their equity considerations document.

School-Directed Funding Shifts

- Additions
 - 46 schools reported adding at least one position.
- Cuts and Reductions
 - 20 schools reported cutting or reducing at least one position.

Supplemental Funding

- 28 schools reported receiving Achievement and Integration Funding.
- 54 schools reported receiving Compensatory funding.
- 38 schools reported receiving QComp funding.
- 57 schools reported receiving Title funding.

Impacts, Equity Considerations, and Mitigation Plan

- Schools reported that budget changes will have positive and negative impacts on a number of students.

For a more detailed summary of the information, see the sections below.

Meaningful Inclusion of Diverse Perspectives

The best way to ensure the budgeting process is equity-driven is by centering marginalized voices. Schools were asked to describe the ways they ensured that they have meaningfully included diverse perspectives in their budget decision-making process.

All schools that completed an Equity Considerations in Budgeting document included at least one stakeholder group in their budget decision. All schools engaged teachers/school staff in their budget process and 98% of schools included family/and or community members. 73% of schools that completed an equity considerations for budgeting document engaged students in their process, though this was commonly in the form of providing input into school priorities rather than input on the budget directly.

Some of the most common engagement methods for schools were surveys, information sessions, and presentations during meetings of existing groups or committees. Schools often used groups such as the Parent-Teacher Organization/Association, Instructional Leadership Team, Site Council, and all-staff meetings to engage staff and/or families.

The tables below describe what percentage of schools and divisions/departments engaged with stakeholder groups.

Table 2. Engaging Diverse Perspectives in the Budget Decision Making Process: Schools (N = 60)

Students	Teachers and School Staff	Families and/or Community Members
44 (73%)	60 (100%)	59 (98%)

Budget Alignment and Trade-Offs

In this section of the Equity Considerations for Budgeting document, schools were asked to identify the trade-offs that they were making if cuts and reductions were being made. There was also an opportunity to identify any additions that were being made.

In addition to decisions made independently by schools, district-directed funding shifts added intervention triads, AVID/Advanced Learner teachers, and Library and Media Specialists to schools. At the district-directed level, a total of **108 intervention triads**, each consisting of one licensed teacher and two Associate Educators, are to be implemented across **65 schools**. Schools received between 0.5 and 5 triads in their budget allocations for SY23-24. **38 schools** received additional funding to support Advanced Learners, between 0.2 and 1.0FTE for Advanced Learner teachers. **68 schools** received funding for a 0.5FTE Library/Media Specialist. In order to prioritize strategic academic goals, schools were asked to excess their building reserve substitute teachers (though some schools bought up these personnel using other funding streams). A total of **8 schools** reported excessing their building reserve teacher in their equity considerations document.

For non district-directed funding shifts, 33% of schools that completed the document reported making at least one cut or reduction. The majority of schools that reported cuts (60%) did so in the area of licensed teacher positions or time. The most common specified reasons schools cited making cuts or reductions was either to prioritize strategic funding for the district additions or to match projected enrollment for SY24. 77% of schools reported an addition. The most common additions were non-licensed student support staff or time (usually Associate Educators) and licensed teachers or time.

The tables below show the composition of school and department cuts, reductions, and additions and the trade-offs made.

Table 3A. School Budget Additions, Cuts, and Reductions Summary (N = 60)

Schools that only made cut(s)/reduction(s)	Schools that only made addition(s)	Schools that made both cut(s)/reduction(s) and addition(s)	Schools that made neither cut(s)/reduction(s) nor addition(s)
8 (13%)	34 (57%)	12 (20%)	6 (10%)

Note: this table does not contain district-directed additions and cuts (intervention triads, library/media specialist, Advanced Learner teachers or building reserve teachers)

Table 3B. School Budget Cuts and Reductions (N = 20)

Licensed teacher positions or time	Licensed student support staff or time	Non-licensed student support staff or time	Teacher support staff or time
12 (60%)	5 (25%)	6 (30%)	4 (20%)

Note: Schools may have reported more than one cut or reduction so the percentages do not add up to 100.

Table 3C. School Budget Additions (N = 46)

Licensed teacher positions or time	Licensed student support staff or time	Non-licensed student support staff or time	Teacher support staff or time	Clerical staff or time
22 (48%)	18 (39%)	20 (63%)	13 (28%)	2 (4%)

Note: Schools may have reported more than one addition so the percentages do not add up to 100.

Table 4. School Trade-Offs for Making Cuts/Reductions (N = 20)

Prioritizing support for MPS Strategic Plan	Projected enrollment	General budget balancing
8 (40%)	6 (30%)	9 (45%)

Note: Schools may have reported more than one cut or reduction OR more than one reason for a cut or reduction so the percentages do not add up to 100.

Supplementary and Restricted Funding

In this section of the Equity Considerations for Budgeting document, schools were asked to identify the ways that they plan to use supplementary resources strategically to achieve their school’s vision of achievement and equity, or support the continuation or development of prioritized activities and programs.

Table 5. School Use of Supplementary and Restricted Funds (N = 60)

Achievement and Integration funds	Compensatory funds	Title funds	QComp funds
28 (47%)	54 (90%)	38 (63%)	57 (95%)

Note: A school may plan to use funding from one of these streams but did not report it in their equity considerations document.

Achievement & Integration Funds

Schools using A&I funds report a variety of uses: both to hire/maintain staff positions and for non-staff budget items. A&I funds are being used to support family liaisons, AVID, TOSAs, classroom teachers, student activities and field trips, staff professional development, curriculum and supplies, and other contracted services.

Compensatory Funds

Schools with Compensatory funding reported that they will use it almost exclusively on staffing. Schools reported that they will use the funds to hire, maintain, and/or increase the hours of a vast range of staff positions, including counselors, TOSAs, SSPAs, AEs, SSWs, and Psychologists. A smaller number of schools reported using Compensatory funding for classroom teachers.

Title Funds

The primary use of Title funds is going towards staff. The wide range of positions schools will pay for with Title funding will support school and district priorities such as MTSS, SEL, student mental health support, family engagement, and reducing class sizes. A smaller number of schools plan to use the funds to provide supplies and materials, primarily to support family engagement events.

QComp Funds

As expected, nearly all schools receiving QComp funds (95%) plan to use them to pay for various expenses related to professional development and coaching for staff. These expenses staff to help facilitate professional development and coaching, staff to support MTSS and SEL implementation, external professional development opportunities, and extended time for staff to attend professional development sessions

Impacts, Equity Considerations, and Mitigation Plan

In this section of the Equity Considerations for Budgeting document, schools were asked to identify who is impacted by budget changes and to describe mitigation strategies or plans if a budget change negatively impacts students.

Schools reported budget changes will have both a positive and negative impact on a number of students. After the category “all students” the student groups most likely to be positively impacted by school budget changes were students receiving English Learner services and Special Education students. As fewer departments reported cuts this year, and many of the cuts being due to enrollment projects, almost all the negative impacts of cuts were reported to affect “all students.”

In order to mitigate the negative impacts budgetary changes might have, schools planned to redistribute work responsibilities to other staff (including for the district-mandated building reserve reduction), increase class sizes/caseloads, or use alternative, outside resources to support programming. Additionally, many schools will experience budget changes (e.g. class section reduction, staff reduction) based on lowered levels of enrollment, meaning staff:student ratios remain relatively similar meaning no mitigation plan is necessary. Departments planned to mitigate negative impacts to students and staff by reprioritizing fund allocation away from less necessary programs to more necessary programs and redistributing work responsibilities to existing staff.

Table 6. Groups Impacted By Budget Changes: Schools

	All students	Students of color	Students receiving Special Education services	Students receiving English Learner services
Negative impacts	14	0	1	1
Positive impacts	44	5	6	10

Note: Numbers are not represented as a percentage of schools because impacts were reported as a result of each individual cut, reduction, or addition, rather than by school.

Departments

High-Level Department/Division Summary

Overview of Programs

- A total of **36 departments** completed an equity considerations document for their strategic programs and services, reflecting **143 funded programs and services** for SY24.
 - The Core Academics budget proposal consisted of 16 separate content areas' proposals and was submitted as a single budget presentation/proposal during BTO so these areas were separated into their own tables for ease of reading the next section. 12 of these content areas submitted equity considerations documents and each content area is treated as a separate department.
 - Not all departments had strategic programs – some only had statutory or essential programs (e.g. Board of Education, General Counsel) OR their proposed strategic programs were not funded (e.g. Family Resource Center, Strategic Initiatives). As such, the list of departments in this report is **not** a comprehensive list of departments.
 - Departments interpreted definitions and categorizations of programs and services in a variety of ways so programs/services were categorized by REA staff to the best extent possible when a department did not report what strategic goal/strategy its programming aligned to.

Alignment to Strategic Plan

- Departments reported which goal and strategy each of their funded programs aligned to. If applicable, departments could list more than one goal or strategy for each program. Of the 143 reported funded programs:
 - **105** programs aligned to Goal 1: Academics
 - The most common specific strategy for Goal 1: Academics was Strategy 2 (Ensure all curriculum and instructional practices are anti-racist and sustain the cultures, languages, and experiences of our students), with 39 programs funded applying to this area.
 - **50** programs aligned to Goal 2: Student Well-Being
 - The most common specific strategy for Goal 2: Student Well-Being was Strategy 3 (Integrate social and emotional practices into all classrooms and Out of School Time activities), with 14 programs funded applying to this area.
 - **27** programs aligned to Goal 3: Effective Staff
 - Nearly all programs and services aligned to Goal 3: Effective Staff were aligned to a non-specific strategy—23 of 27 goals reported a generic alignment to Goal 3.
 - **57** programs aligned to Goal 4: School and District Climate
 - The most common specific strategy for Goal 4: School and District Climate was Strategy 5 (Support community partnerships to enhance student experiences and learning opportunities), with 21 programs funded applying to this area.

For a more detailed summary of the information, see the section below.

Alignment of Strategic Programs to Strategic Plan

For each program or service proposed in a department's submitted budget, departments identified a specific goal and strategy the program or service aligned to. The summary of each funded program is below.

For a less condensed version of this table, including the full description of each strategy and title of each program/service, please view the appendix.

Table 7A. Non-Core Academics Strategic Programs Alignment to Strategic Plan / Goal Areas

Department Name	Goal 1: Academic Achievement	Goal 2: Student Well-Being	Goal 3: Effective Staff	Goal 4: School and District Climate
Accountability (N = 2)	2	2	2	2
Adult Education (N = 2)	2	0	0	2
Career / Tech Ed (N = 4)	4	0	0	2
Communications / Marketing (N = 5)	0	0	1	4
Community Education (N = 3)	3	3	3	3
Early Childhood Education (N = 2)	2	2	0	0
ECE: Teen Parent Services (N = 2)	2	2	2	2
Emergency Management, Safety & Security (N = 1)	0	1	0	0
Equity and School Climate (N = 3)	0	2	0	3
Extended Learning (N = 3)	1	2	1	3
First Stop Program (N = 1)	0	1	0	1
IT Services (N = 5)	2	1	5	2
KBEM (N = 4)	0	0	0	4
Mental Health Supports (N = 3)	0	3	3	0
Multilingual/Magnet	4	4	0	0

Schools (N = 4)				
Office of Black Student Achievement (N = 3)	3	3	3	3
Office of the Ombudsperson (families) (N = 1)	0	0	0	1
Office of the Ombudsperson (staff) (N = 1)	0	0	1	0
Research, Evaluation, and Assessment (N = 20)	11	7	1	13
Senior Academic Officer (N = 1)	1	1	0	0
Social Work (N = 1)	0	1	1	1
Student Retention and Recovery (N = 3)	3	3	0	3
Student Support Services: Counseling (N = 1) <small>Note: there were actually 4 strategic programs but the equity considerations document only reports on 1</small>	1	1	0	0
TOTAL	41	39	23	49

Table 7B. Non-Core Academics Strategic Programs Alignment to Strategic Plan / Goal 1 Strategies

Department Name	General	Strategy 1	Strategy 2	Strategy 3	Strategy 4	Strategy 5
Accountability (N = 2)	2	0	0	0	0	0
Adult Education (N = 2)	2	0	0	0	0	0
Career / Tech Ed (N = 4)	4	0	0	0	0	0
Community Education (N = 3)	3	0	0	0	0	0
Early	2	0	0	0	0	0

Childhood Education (N = 2)						
ECE: Teen Parent Services (N = 2)	2	0	0	0	0	0
Extended Learning (N = 1)	1	0	0	0	0	0
IT (N = 2)	2	0	0	0	0	0
Multilingual/Magnet Schools (N = 4)	4	0	0	0	0	0
Office of Black Student Achievement (N = 3)	3	0	0	0	0	0
Research, Evaluation, and Assessment (N = 11)	2	5	6	3	3	2
Senior Academic Officer (N = 1)	1	0	0	0	0	0
Student Retention and Recovery (N = 3)	3	0	0	0	0	0
Student Support Services: Counseling (N = 1) <small>Note: there were actually 4 strategic programs but the equity considerations document only reports on 1</small>	1	0	0	0	0	0

Table 7C. Non-Core Academics Strategic Programs Alignment to Strategic Plan / Goal 2 Strategies

Department Name	General	Strategy 1	Strategy 2	Strategy 3	Strategy 4	Strategy 5
Accountability	2	0	0	0	0	0

(N = 2)						
Community Education (N = 3)	1	0	0	2	0	0
ECE: Teen Parent Services (N = 2)	2	0	0	0	0	0
Emergency Management, Safety & Security (N = 1)	0	0	0	0	1	0
Equity and School Climate (N = 2)	1	0	1	0	0	0
Extended Learning (N = 2)	1	0	0	1	0	0
First Stop Program (N = 1)	0	1	1	0	0	1
IT (N = 1)	1	0	0	0	0	0
Mental Health Services (N = 3)	0	3	0	0	0	0
Multilingual/ Magnet Schools (N = 4)	4	0	0	0	0	0
Office of Black Student Achievement (N = 3)	3	0	0	0	0	0
Research, Evaluation, and Assessment (N = 7)	1	2	3	4	0	1
Senior Academic Officer (N = 1)	1	0	0	0	0	0

Social Work (N = 1)	1	1	1	0	0	0
Student Retention and Recovery (N = 3)	3	0	0	0	0	0
Student Support Services: Counseling (N = 1) <small>Note: there were actually 4 strategic programs but the equity considerations document only reports on 1</small>	1	0	0	0	0	0

Table 7D. Non-Core Academics Strategic Programs Alignment to Strategic Plan / Goal 3 Strategies

Department Name	General	Strategy 1	Strategy 2	Strategy 3	Strategy 4	Strategy 5
Accountability (N = 2)	2	0	0	0	0	0
Communications / Marketing (N = 1)	1	0	0	0	0	0
Community Education (N = 3)	2	0	0	1	0	0
Early Childhood Education (N = 2)	2	0	0	0	0	0
ECE: Teen Parent Services (N = 2)	2	0	0	0	0	0
Extended Learning (N = 1)	1	0	0	0	0	0
IT (N = 5)	5	0	0	0	0	0
Mental Health Services (N = 3)	3	0	0	0	0	0

Office of Black Student Achievement (N = 3)	3	0	0	0	0	0
Office of the Ombudsperson (staff) (N = 1)	1	0	0	0	0	0
Research, Evaluation, and Assessment (N = 1)	0	0	0	1	0	0
Social Work (N = 1)	1	0	0	0	0	0

Table 7E. Non-Core Academics Strategic Programs Alignment to Strategic Plan / Goal 4 Strategies

Department Name	General	Strategy 1	Strategy 2	Strategy 3	Strategy 4	Strategy 5
Accountability (N = 2)	2	0	0	0	0	0
Adult Education (N = 2)	2	0	0	0	0	0
Career / Tech Ed (N = 2)	0	0	0	0	0	2
Communications / Marketing (N = 4)	4	0	0	0	0	0
ECE: Teen Parent Services (N = 2)	2	0	0	0	0	0
Extended Learning (N = 1)	1	0	0	2	1	0
First Stop Program (N = 1)	0	1	0	0	0	1
IT (N = 2)	2	0	0	0	0	0

KBEM (N = 4)	0	0	0	0	0	4
Office of Black Student Achievement (N = 3)	2	0	1	0	0	0
Office of the Ombudsperson (families) (N = 1)	1	0	0	0	0	0
Research, Evaluation, and Assessment (N = 13)	1	4	2	6	3	6
Social Work (N = 1)	1	0	0	0	0	0
Student Retention and Recovery (N = 3)	3	0	0	0	0	0

Table 8A. Core Academics Strategic Programs Alignment to Strategic Plan / Goal Areas

Content Area	Goal 1	Goal 2	Goal 3	Goal 4
Arts (N = 7)	7	3	3	3
AVID (N = 3)	3	0	0	0
College Credit Programming (N = 12)	12	0	0	0
Ethnic Studies (N = 1)	1	0	0	1
Health and Physical Education (N = 7)	5	5	0	0
Literacy (N = 7)	7	0	1	0
Mathematics (N = 6)	6	0	0	0
Middle Years Programming (N = 10)	9	0	0	1
Primary Years	5	0	0	0

Programming (N = 5)				
Science (N = 3)	3	0	0	0
STEM (N = 2)	2	0	0	0
World Languages (N = 4)	4	0	0	0

Table 8B. Core Academics Strategic Programs Alignment to Strategic Plan / Goal 1 Strategies

Content Area	General	Strategy 1	Strategy 2	Strategy 3	Strategy 4	Strategy 5
Arts (N = 7)	0	3	4	7	3	2
AVID (N = 3)	3	0	0	0	0	0
College Credit Programming (N = 12)	0	0	1	12	0	0
Ethnic Studies (N = 1)	0	0	1	0	0	0
Health and Physical Education (N = 5)	0	4	2	0	0	0
Literacy (N = 7)	1	6	0	0	0	0
Mathematics (N = 6)	0	6	0	0	0	0
Middle Years Programming (N = 10)	0	5	5	4	3	0
Primary Years Programming (N = 5)	0	2	3	3	2	0
Science (N = 3)	0	1	0	3	1	3
STEM (N = 2)	0	0	0	2	0	2
World Languages (N = 4)	0	4	3	1	0	0

Table 8C. Core Academics Strategic Programs Alignment to Strategic Plan / Goal 2 Strategies

Content Area	General	Goal 1	Goal 2	Goal 3	Goal 4	Goal 5
Arts (N = 3)	0	0	0	3	0	0
Health and Physical Education (N = 5)	0	0	0	1	0	5

Table XD. Core Academics Strategic Programs Alignment to Strategic Plan / Goal 3 Strategies

Content Area	General	Goal 1	Goal 2	Goal 3	Goal 4	Goal 5
Arts (N = 3)	0	2	0	2	0	
Literacy (N =1)	1	0	0	0	0	0

Table XE. Core Academics Strategic Programs Alignment to Strategic Plan / Goal 4 Strategies

Content Area	General	Goal 1	Goal 2	Goal 3	Goal 4	Goal 5
Arts (N = 3)	0	1	0	0	1	3
Ethnic Studies (N = 1)	0	0	1	0	0	0

Appendix

In the appendix section you'll find the equity considerations for budgeting documents for all schools and departments.

[School Documents](#)

[Department Documents](#)

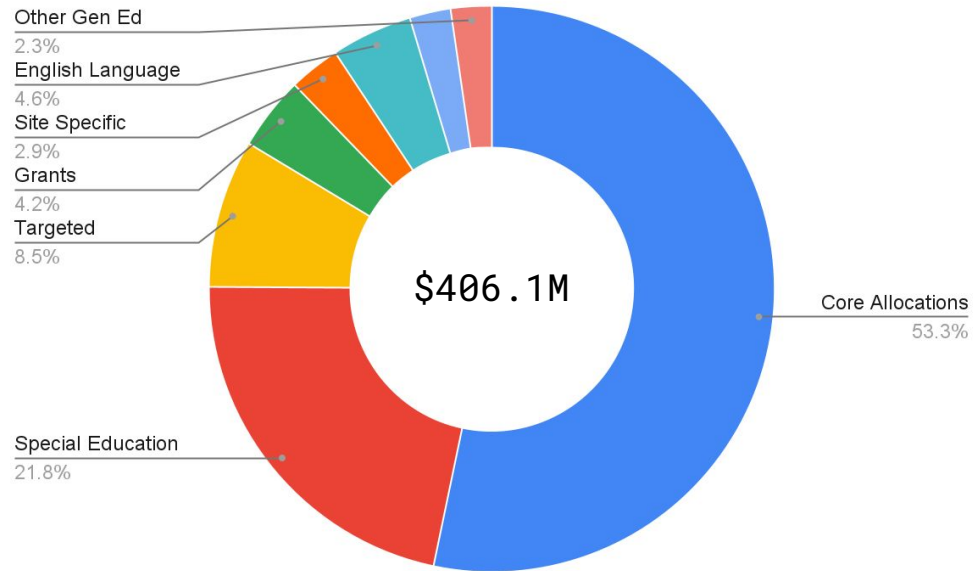
FY24 Budget Allocations to Schools Overview

3.28.2023

Allocations to Schools

There are several categories of allocations that schools receive:

- Core allocations that can be used to meet predictable staffing requirements.
- Special Education allocations based on specific needs within a school.
- Targeted Investments are strategic, district initiated programs.
- Grants represent individual grants to sites as well as Title I.
- Site Specific Programming are allocations given to a site based on the unique programming needs for that site.
- English Language Learner allocations based on specific needs within a school.



Cost of Predictable Staffing

Not including specialty sites, the district is planning to spend about \$174M for sites to comply with predictable staffing requirements.

	<u>Requirement</u>	<u>Avg Cost</u>	<u>Lowest</u>	<u>Highest</u>	<u>District Total</u>
Principal/Assistant Principal	Assigned to site	\$323,980	\$178,325	\$769,281	\$21,706,715
Classroom Teachers	Assigned to site	\$1,859,843	\$294,147	\$6,484,025	\$129,955,472
School Secretary	1.0 FTE	\$58,656	\$57,063	\$65,753	\$3,519,367
Health Service Assistant	32.5 Hours/Week	\$44,394	\$44,394	\$44,394	\$2,663,669
Associate Educator	25-35 Hours/Week	\$29,048	\$26,107	\$36,549	\$1,742,887
Social Worker	1.0 FTE/600, Min 1	\$125,162	\$111,255	\$289,262	\$7,509,699
Non-Salary	\$65/Student	\$28,594	\$4,095	\$98,475	\$1,715,610
					\$168,813,419
<u>Additional Requirements for Middle & High Schools</u>					
Counselor	1.0 FTE/500, Min 1	\$176,037	\$116,251	\$360,378	\$3,696,782
Security Monitor	1.0 FTE	\$44,456	\$44,456	\$44,456	\$933,569
Office Assistant	1.0 FTE if > 500	\$53,415	\$53,415	\$53,415	\$587,569
					\$174,031,339

Core Allocations to meet Predictable Staffing

The “core” allocations are those within a site should be able to meet predictable staffing requirements. This table excludes Targeted Programming allocations given for reasons other than enabling a school to meet predictable staffing requirements.

	Elementary	Middle School	High School	Special	Total
Principal/Assistant Principal	\$11,599,181	\$3,473,276	\$6,081,053	\$563,010	\$21,716,520
Class Size - General Fund	\$40,188,868	\$7,708,425	\$16,036,970	\$914,424	\$64,848,687
Class Size - Referendum	\$32,436,537	\$11,458,967	\$19,885,891	\$1,099,841	\$64,881,236
Basic Per Student	\$6,821,320	\$2,405,298	\$4,168,000	\$230,501	\$13,625,119
Small School Subsidy	\$493,994	\$0	\$134,200	\$36,800	\$664,994
Compensatory Ed	\$22,928,006	\$6,445,761	\$13,240,629	\$1,880,573	\$44,494,969
Targeted Programming	\$1,107,745	\$458,217	\$3,173,044	\$1,065,750	\$5,804,756
	\$115,575,651	\$31,949,944	\$62,719,787	\$5,790,899	\$216,036,281

How Core School Allocations are Calculated

Principal/AP	Actual cost of staff assigned to site.
Referendum Class Size	$(\text{Total Referendum} / \text{District Enrollment}) * \text{Site Enrollment}$
General Fund Class Size	$\text{Funded Classrooms} * \text{Average Teacher Salary} - \text{Referendum Class Size}$
Basic Per Student	$\text{Site Enrollment} * \500
Small School Subsidy	For sites with less than 250 students: $\text{Site Enrollment} * \200
Compensatory Ed	100% of state calculated amount

School Example

23-24 School Budget Allocations



Select Org Unit

Round Hill School

391
Enrollment

Funded FTEs

15.40
Teachers

3.10
Prep

3.50
ELL Teachers

2.00
SERTS

Funding Type	Fund	Internal Order	Functional Area	Grant	FundingNotes	Amount
Class Size 1001	1001	190000004		NOT_RELEVANT		\$1,038,795
Class Size Referendum 1096	1096	190000004		NOT_RELEVANT		\$932,843
Spec Ed 1004	1004	190000004		NOT_RELEVANT		\$750,131
Comp Ed 1031	1031	190000004		NOT_RELEVANT		\$468,005
Intervention Teams	5023	2437930000		2437930000	2 teams of 1.0 FTE Teacher and 2.0 FTE AE	\$434,841
ELL 1002	1002	190000004	219.317.000	NOT_RELEVANT		\$373,013
Principals/Asst Principals	1001	190000004		NOT_RELEVANT	Principal and Assistant Principal	\$348,049
Hi-Five 5023	5023	2430050000	216.401.635	2430050000	Early childhood allocations to cover: Teacher 3.0 FTE Prep 0.6 FTE AE 2.4 FTE	\$265,802
Special Ed SERT	1001	190000004		NOT_RELEVANT		\$213,150

School Example (continued)

Funding Type	Fund	Internal Order	Functional Area	Grant	FundingNotes	Amount
Early Childhood Expansion - ESSER	2023				Early childhood allocations to cover: Teacher 3.0 FTE Prep 0.6 FTE AE 2.4 FTE	\$202,353
Basic Per Student (ESSER)	5023	2437920000		2437920000		\$195,500
Title I 5023	5023	2430030000		2430030000		\$195,230
IB	1001			NOT_RELEVANT	PYP Coordinator: 0.6 FTE World Language: SPANISH: 1.0 FTE PYP PD: \$18,000	\$188,520
Library Media Specialist	1001	190000004	620.000.000	NOT_RELEVANT		\$58,500
Scholarships	2028	2429460000	582.337.000	2429460000	Early childhood scholarship Fund: 2028 Internal Order: 2429460000 Functional Area: 582.337.000	\$48,533
Gifted and Talented	1001	190000029	218.388.000	NOT_RELEVANT	0.4 FTE Advanced Learner Teacher	\$42,630
3rd-Party Billing	5024			NOT_RELEVANT	Third Party Billing	\$41,457
Q Comp-21	1006	190000021	640.335.000	NOT_RELEVANT	0.2 FTE Secondary Observations & Coaching \$15,500 Q-Comp PD Allocation	\$36,815
Transportation Coordinator	1001	190000007	760.000.000	NOT_RELEVANT		\$11,362
Title I Family Involvement	5023	2430030000	216.401.638	2430030000		\$6,299
Language Line/Translations (ESSER)	5023	2437920000		2437920000		\$5,000
Total						\$5,856,827

Calculating Funded Classrooms at a Site

CLSRMS = 36		Round Hill School		ENROLLMENT ESTIMATES FOR FALL 2023										
SCHOOL YR ----		2022-23					FALL 2023							
		Budgeted					School Planned					Funded	Projected	ESTIMATED:
		CLASS	CLSRM	STUDENTS	SWD	Budgeted					Students	Projected	STUDENTS	STUDENT
GRADE	ROOMS	SIZE	SPACE	Enrolled	RATE	GRADE	FTE's	fund 1.0 FTE	Anticipated	Projected	Students	RETRNING	PLCMNTS	
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	
5	1.8	28	50	47										
4	2.0	28	56	59	12%	5	2.0	28	2.0	28	56	52	4	
3	2.0	26	52	57	12%	4	1.9	28	2.0	27	53	50	3	
2	2.7	25	68	72	12%	3	2.7	26	3.0	23	70	63	7	
1	2.7	24	65	66	12%	2	2.7	25	3.0	23	68	58	9	
K F	3.0	24	72	78	12%	1	3.0	24	3.0	24	72	69	3	
						gClasses	3.0	24	3.0	24	72	0	72	
TOTALS	14.20		363	379	K=	TOTALS	15.3		16.00		391	292	99	
						Funding Units			Funded Students		391			
									15.3	Fundable classroom teachers				

At the beginning of the budget process the Student Accounting department creates a projection of enrollment for the previous year by grade to determine how many classrooms will be funded at each site.

For each grade, the calculation is:

$$\text{Number of students returning} = \text{Current Students} * (1 - \text{Summer Withdrawal Rate})$$

$$\text{Projected Enrollment} = \text{Number of students returning} + \text{Estimated Placements}$$

$$\text{Funded classrooms} = (\text{Projected Enrollment} / \text{Target Class Size}) * 120\%$$

Calculating Core Allocations

In this example, a school is projected to have 391 students (292 returning, 99 placements) in 15.3 grade level classrooms.

GRADE	FALL 2023		Anticipated ClassRM	Projected Class Size	Funded	Projected	ESTIMATED:
	Planned Budgeted FTE's	Students needed to fund 1.0 FTE			Students Projected Fall23	STUDENTS RETRNING FALL 23	STUDENT PLCMNTS FOR FALL
5	2.0	28	2.0	28	56	52	4
4	1.9	28	2.0	27	53	50	3
3	2.7	26	3.0	23	70	63	7
2	2.7	25	3.0	23	68	58	9
1	3.0	24	3.0	24	72	69	3
kgClasses	3.0	24	3.0	24	72	0	72
TOTALS	15.3		16.00		391	292	99
Funding Units			Funded Students		391		
			15.3	Fundable classroom teachers			

Funded Classrooms

$$= 15.3 + (15.3 * 20\%) = 18.5*$$

Referendum per student:

$$= \$64,893,414 / 27200 = \$2,385.79$$

Referendum Class Size:

$$= \$2,386 * 391 = \$932,843$$

General Fund Class Size:

$$= 18.5 * \$106,575 - \$932,926 = \$1,038,975$$

Basic Per Student:

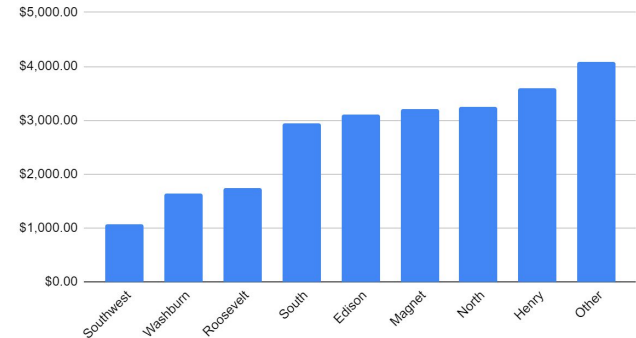
$$= 391 * 500 = \$195,500$$

How MDE Calculates Compensatory Ed

Our example school received an allocation of \$468,005, calculated as follows:

- MDE looks at last year's counts of students:
 - 369 students on 10/1/2022
 - 186 students receiving free lunch
 - 19 students receiving reduced price lunch
- An "adjusted lunch count" is calculated:
 - A student receiving free lunch is counted as 1, a student receiving reduced is counted as 0.5.
 - $186 + 0.5 * 19 = 195.5$
- The concentration of poverty is calculated by dividing the Adjusted Count by the 10/1/2022 Enrollment:
 - $195.5 / 369 = 0.5298$
- The concentration is divided by 80% to derive the "concentration factor":
 - $0.5298 / 0.8 = 0.6623$
- A number of "pupil units" is calculated by multiplying the Adjusted Count by the concentration and then multiplying that number by the concentration factor:
 - $195.5 * 0.5298 * 0.6623 = 77.69$
- Compensatory is calculated by multiplying the number of pupil units by \$6,024:
 - $77.69 * \$6,024 = \$468,005$

Comp Ed Allocation Per FRL Student



	Comp Ed \$	FRL %
Other	\$3,785,723	81.60%
Henry	\$7,004,225	82.90%
North	\$4,346,557	76.10%
Magnet	\$11,029,643	74.60%
Edison	\$4,993,235	67.40%
South	\$7,986,197	69.70%
Roosevelt	\$2,232,376	40.60%
Washburn	\$2,281,048	32.20%
Southwest	\$836,442	21.70%
Total Allocations	\$44,495,446	56.69%

Targeted Programming

Needed to meet predictable staffing requirements

Incremental STEM Staff at Heritage	\$213,150
Parking expenses at FAIR	\$15,000
Additional security at South	\$109,257
American Indian TOSA & PD at South	\$206,575
Enrollment Stabilization at Henry	\$106,575
Additional Bilingual Staff at Las Estrellas	\$106,575
Hmong pathway at Olson	\$213,150
Provide required courses/serve dual enrolled at MPS Online	\$532,875
3rd Grade Classroom at Green	\$31,973
Targeted Allocations w/Specified Use	<u>\$1,535,130</u>

Continued supplementary allocations:

Harrison	\$300,000
MPS Metro HA	\$532,875
North	\$710,000
River Bend	\$150,000
Stadium View	\$1,023,000
Continued Supplementary Allocations	<u>\$2,715,875</u>

Total of all Targeted Allocations

\$5,328,746

Targeted Programming allocations are incremental funds allocated to specific schools.

This year, there are three types of targeted programming allocations:

1. Additional allocations to 14 schools needed for those schools to meet predictable staffing requirements.
2. Allocations to 8 schools with a specific use already identified.
3. Supplementary allocations to 5 schools to be used at those schools' discretion.

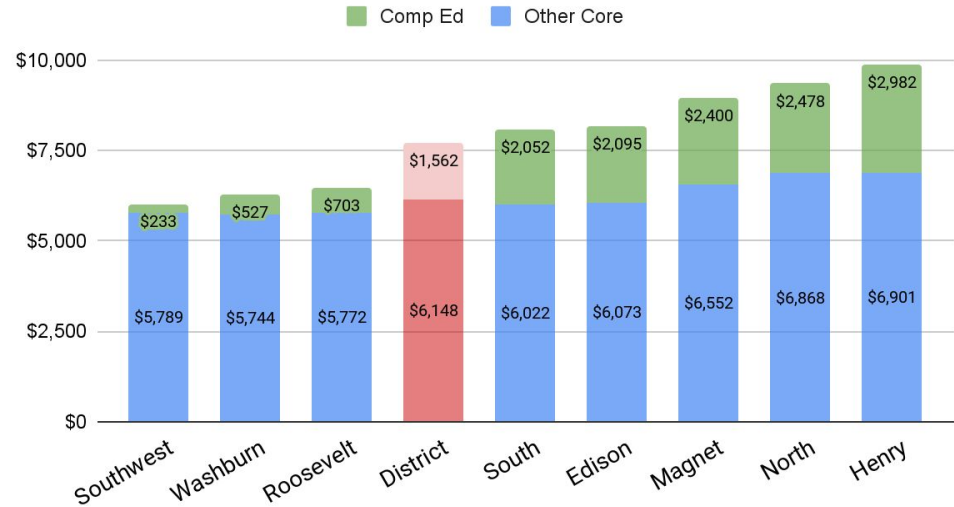
The allocation amounts shown omit \$206,019 allocated as Targeted Programming related to principal-requested reallocations.

Core Allocations Per Student

Districtwide, core allocations in community and magnet schools were \$7,710 per student:

- Community schools in the Southwest, Washburn and Roosevelt pathways receive lower than average core allocations.
- The primary driver of the differences in per student allocations is Compensatory Education funding.
- The district passes through 100% of Compensatory Education funding to schools.

Core Allocations Per Student by Pathway



Special Education

	Elementary	Middle	High	Other	All
	Schools	Schools	Schools	Schools	Schools
Citywide Program	\$29,124,399	\$8,685,850	\$20,922,223	\$8,622,270	\$67,354,742
Resource Teachers	\$7,833,265	\$3,836,701	\$5,275,464	\$213,149	\$17,158,579
3rd Party Billing	\$2,072,525	\$0	\$0	\$0	\$2,072,525
Federal Funds	\$57,165	\$0	\$332,859	\$1,435,560	\$1,825,584
Total Allocations	\$39,087,354	\$12,522,551	\$26,530,546	\$10,270,979	\$88,411,430

Special Education allocations to schools for FY24 are \$88.4M:

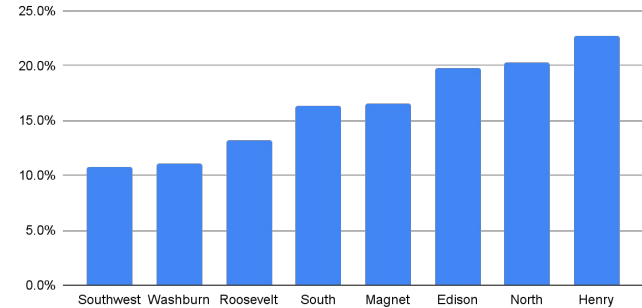
- \$67.4M for citywide programming serving children with identified disabilities.
- \$17.2M for Special Education Resource Teachers providing school based services.
- \$2.1M for services provided through third parties.
- \$1.8M in federal funds.

Special Education

- The percent of students receiving special education services in community schools and magnet schools varies significantly based on the school's area.
- The per student expenditure for special education services somewhat correlates with the percentage of students receiving services:
 - In community schools that are part of the Edison, North and Henry pathways the percentage of students receiving service is high as well as the per student cost.
 - In other areas, this correlation does not hold.
- These charts do not reflect schools outside of the pathways or magnets, including special education schools.

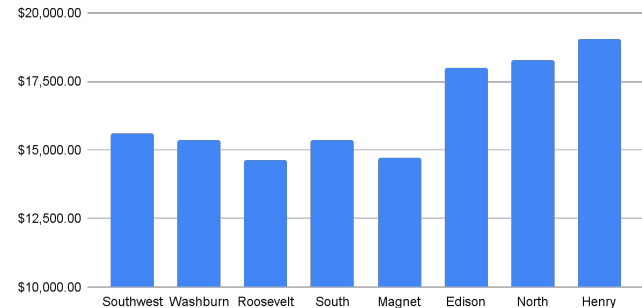
Percent of Students Receiving Special Education Services

By Community School Pathway



Per Student Special Education Allocations

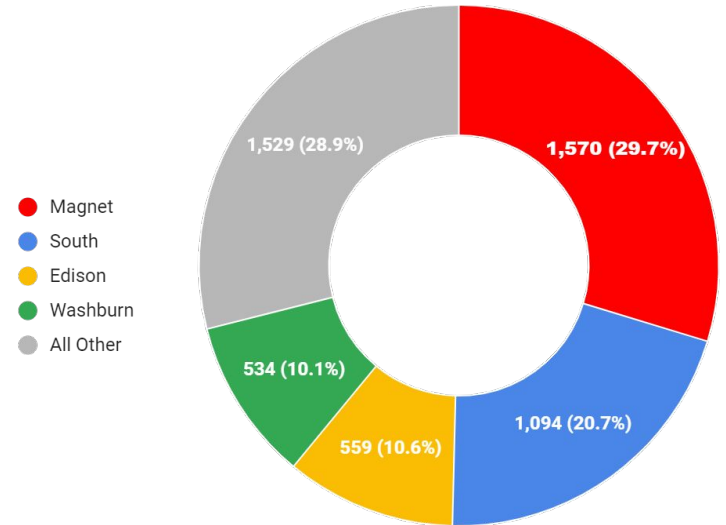
By Community School Pathway



English Language Learners

The FY24 Budget allocates \$18.8M to schools to provide English Language Learner services:

- The entire allocation is used to fund 176.6 FTE of ELL Teachers.
- Magnet schools account for almost 1/3 of students receiving ELL services.
- Community Schools in the South, Edison and Washburn areas also serve large ELL populations.
- Districtwide, there are about 30 students receiving services for each ELL Teacher allocated to schools.
- The district is budgeting \$3,561/ELL student just for the services they receive in their schools.



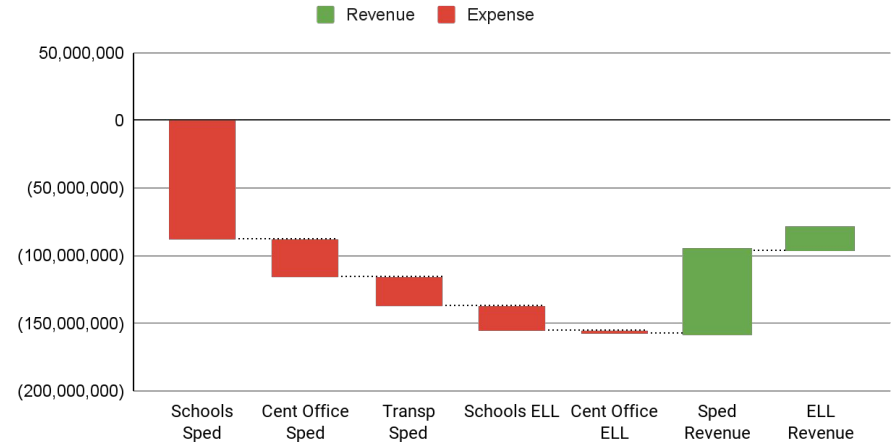
Area	FTE	Cost	Students	Per Student	ST Ratio
Magnet	51.0	\$5,435,325	1,570	\$3,462	30.8
South	36.0	\$3,836,700	1,094	\$3,507	30.4
Edison	19.5	\$2,078,213	559	\$3,718	28.7
Washburn	18.5	\$1,971,638	534	\$3,692	28.9
All Other	51.6	\$5,499,269	1,529	\$3,597	29.6
Total	176.6	\$18,821,145	5,286	\$3,561	29.9

Underfunding of Special Ed & ELL

Our budget assumes \$78.6M in continued underfunding of Special Education and English Language Learner services:

- Special Education allocations to schools of \$88.4M do not incorporate \$27.1M in anticipated central office expenses and \$21.6M in Transportation expenses.
- Central Office functions for Special Education are primarily district-wide services such as Psychologists and Speech Language Clinicians.
- We anticipate receiving aid that will cover about 55% of our Special Education expenditures and 17% of our ELL expenditures.

Special Ed and ELL Projected FY24 Revenue & Expenses

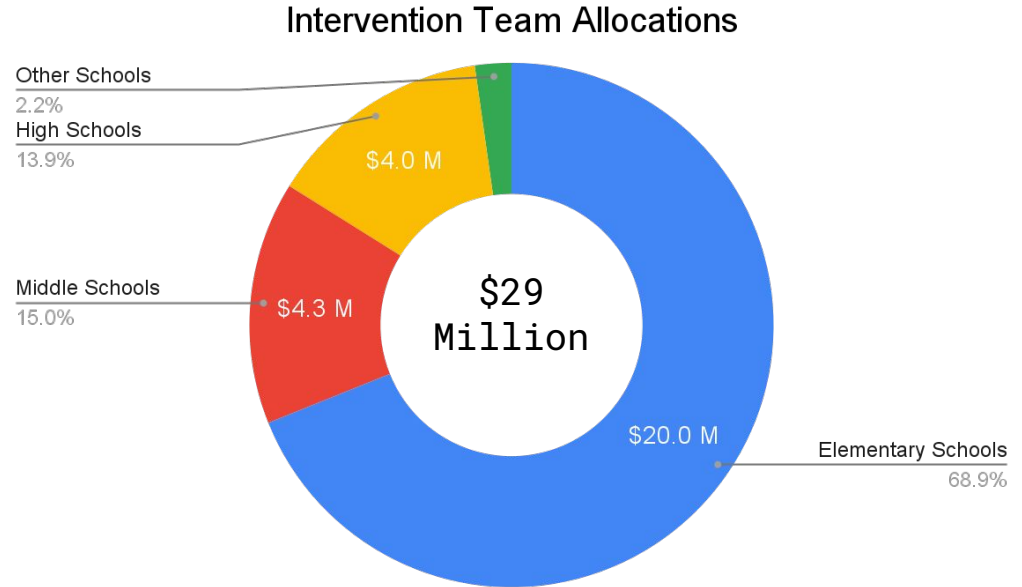


	SPED	ELL	Total
Allocated to Schools	88,411,431	18,821,148	107,232,579
Allocated to Central Office *	27,095,238	1,561,425	28,656,663
Allocated to Transportation *	21,629,518	0	21,629,518
Total Allocations	137,136,187	20,382,573	157,518,760
Projected Revenue	75,439,358	3,466,585	78,905,943
Over (Under) Funding	(61,696,829)	(16,915,988)	(78,612,817)

* Current estimate

Intervention Teams

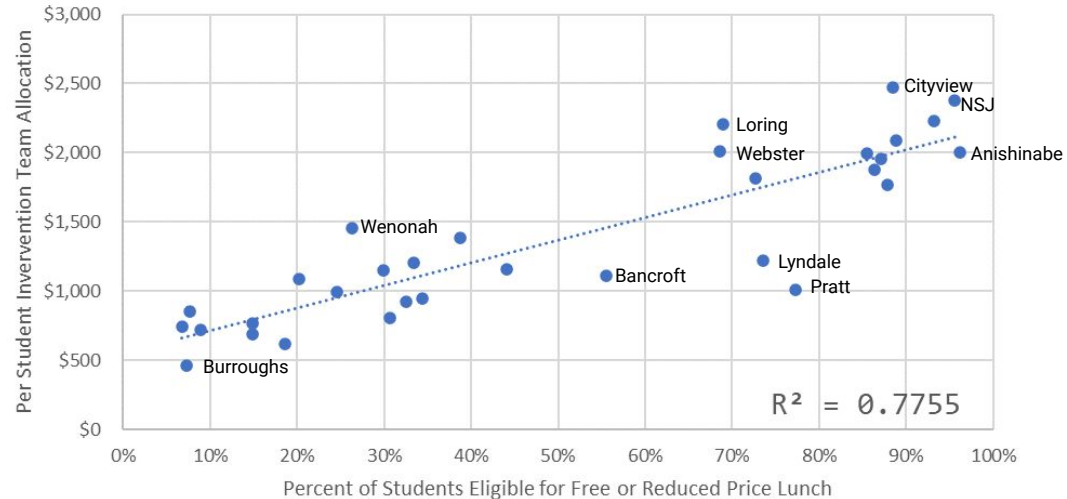
- Allocations to schools include a targeted investment of \$29M for “Intervention Teams” to be funded with ESSER III learning loss funds.
- The majority of these allocations went to elementary schools.
- Each intervention team is composed of one teachers and two associate educators.
- Each intervention team has a caseload of 75 children who are not yet proficient in literacy or math and who have not shown growth for two consecutive quarters.



Intervention Teams

- Intervention teams were allocated based on the needs of each sites.
- There is a significant positive correlation between a school's percentage of students eligible for free and reduced price lunch and the per-student allocation for intervention teams.

Cost per student of intervention team allocations in community elementary schools.



Site Specific Programming

Allocations made to schools to provide specific programming.

	Elementary	Middle	High	Other	Total
	Schools	Schools	Schools	Schools	Schools
IB/Advanced Academics	620,848	2,602,541	1,768,393	58,288	5,050,069
AVID	21,315	682,080	916,543	-	1,619,939
SWS/Extended Learning	-	65,428	1,347,943	-	1,413,371
CTE (School Based)	-	-	1,151,012	106,575	1,257,587
Athletics	-	-	808,132	-	808,132
K-8 Supports	639,450	-	-	-	639,450
Contractual	499,779	-	-	-	499,779
All Other	159,863	-	329,547	-	489,409
Total	1,941,255	3,350,049	6,321,570	164,863	11,777,736

Allocations to Schools

	Elementary	Middle	High	Other	All
	Schools	School	Schools	Schools	Schools
Core Allocations	115,575,653	31,949,944	62,719,787	5,790,899	216,036,283
Grants	8,337,001	2,135,906	4,961,730	1,450,077	16,884,714
Targeted Investments	23,364,666	5,264,044	4,899,787	886,264	34,414,761
Site Specific Programming	1,941,233	3,350,047	6,321,570	164,863	11,777,713
Other Gen Ed	7,297,231	1,444,845	2,241,677	174,714	11,158,467
General Education Allocations	156,515,784	44,144,786	81,144,551	8,466,817	290,271,938
English Language Learners	10,550,918	2,451,225	5,659,131	159,862	18,821,136
Special Education	39,087,328	12,479,339	26,575,069	10,270,981	88,412,717
Community Ed & Early Childhood	9,489,801	0	0	0	9,489,801
Total Allocations to Schools	215,643,831	59,075,350	113,378,751	18,897,660	406,995,592

Questions

FY24 Budget Allocations to Departments Overview

Senior Officer Ibrahima Diop
Budget Director Thom Roethke

Department Budgeting Process

Department Presentations

- Departments present proposed budgets for the next year.
- Expenses categorized as either compliance related, essential for MPS operations, strategic, or administrative.
- Proposed strategic costs must be tied to the strategic plan.

Alignment Committee Consultation

Budget Alignment Committee meets to discuss and prioritize department requests.

Communication & Department Engagement

Budget Alignment Committee meets with Senior Leadership to agree on plan for the next year's budget.

Budget Tie Out

Department leaders enter their budgets into the Budget Tie Out system.

Budget Alignment Committee

Rochelle Cox	Interim Superintendent
Dr. Shawn Harris-Berry	Senior Officer of Schools
Ibrahima Diop	Senior Officer of Finance & Operations
Candra Bennett	Senior Officer of Human Resources
Tara Fitzgerald	Principal, Andersen Middle School
Jessica Skowronek	Principal, Pillsbury Community School
Sarah Hunter	Executive Director, Strategic Initiatives
Thom Roethke	Director, Budget Planning & Analysis
Linh Phan	Supervisor, Grants Accounting

What does “Central Office” do?

District Administration

Board of Education
Superintendent
Office of the Superintendent & Board
Ombudspersons

Finance & Operations

Accounts Payable
Benefits Administration
Budget Operations
Capital Planning
Compensation
Contract Administration
Culinary & Wellness Services
District Financial Services
Document Center
Environmental Health & Safety
Financial Systems
Fleet Services
General Accounting
Grant Funding & Resource Development
Grounds Maintenance
Janitorial
Mailroom Operations & Delivery
Materials Handlers
Payroll
Plant Maintenance

Plant Operation
Procurement
Risk Management
Student Accounting
Transportation
Warehouse & Distribution Services
Wellness

General Counsel

Expulsions & Transfers
General Counsel
Office of Equality & Civil Rights

Human Resources

Employee Relations
Grow Your Own
Human Resources Information Systems
MPS Academy Licensure Program
PAR Mentors
Talent Management
Teacher Evaluation
Teacher Professional Development

Academics

Adult Education
Advanced Learners
Arts

AVID
Bilingual Seals
Career Pathways
College Credit Programs
Community Education
Community Partnerships
Core Academics & Instruction
Early Childhood
English Language Learners
Ethnic Studies
Experiential Learning
Extended School Year
Family & Student Engagement
Fast Track Scholars
Freedom Schools
Full Service Community Schools
GEMS/GISE
Health & Sexual Health
Heritage Language
High Five
Home School Services
Homebound Services
Indian Education
Literacy
Library & Media Services
Magnet Programming
Mathematics

Minneapolis Kids
Multi-Tiered Systems of Support
Non-Public Services
Office of Black Student Achievement
Office of Latine Achievement
Physical Education
PYP/MYP/IB
Science
Screening & Intake
Social Studies
Special Education
STEM
Teen Parent Services
World Language
Youth & Adult Enrichment

Information Technology

Design & Training
Enterprise Infrastructure
Enterprise Systems
IT Field Support
Service Management

Office of Schools

Athletics
Associate Superintendents
Contract Alternatives

Office of the Superintendent

Communications
Communications
KBEM

Equity & School Climate

External Relations

Family Engagement
Student Placement

Strategic Initiatives

Accountability
Research, Evaluation & Assessment
Strategic Initiatives

Student Support Services

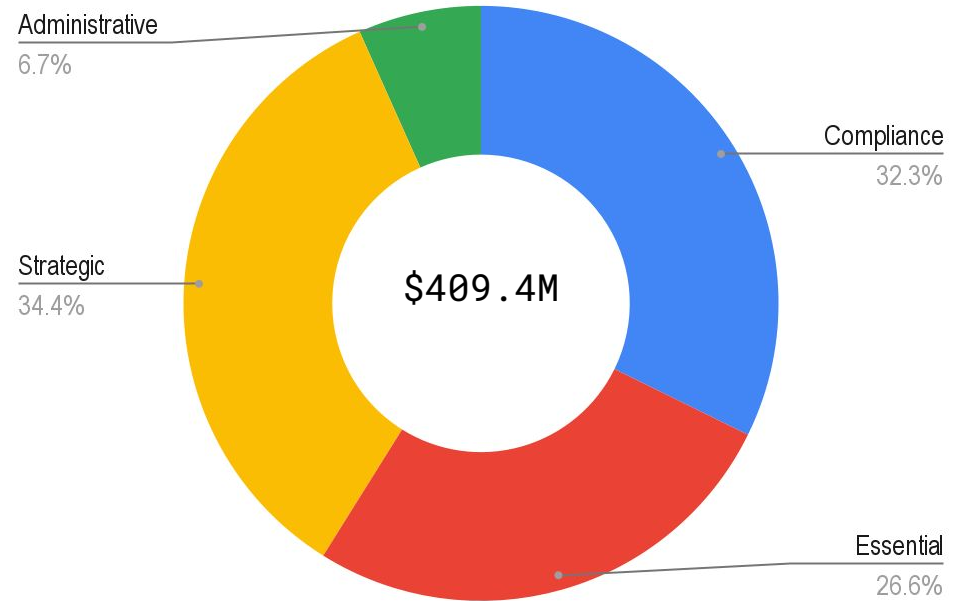
Check & Connect
Emergency Management, Safety & Security
Family Resource Center
Health Services
GEAR UP
Mental Health Support
School Counseling
Social Work Services
Student Retention & Recovery
We Want You Back

Total Initial Requests

Highlights of the presentation process:

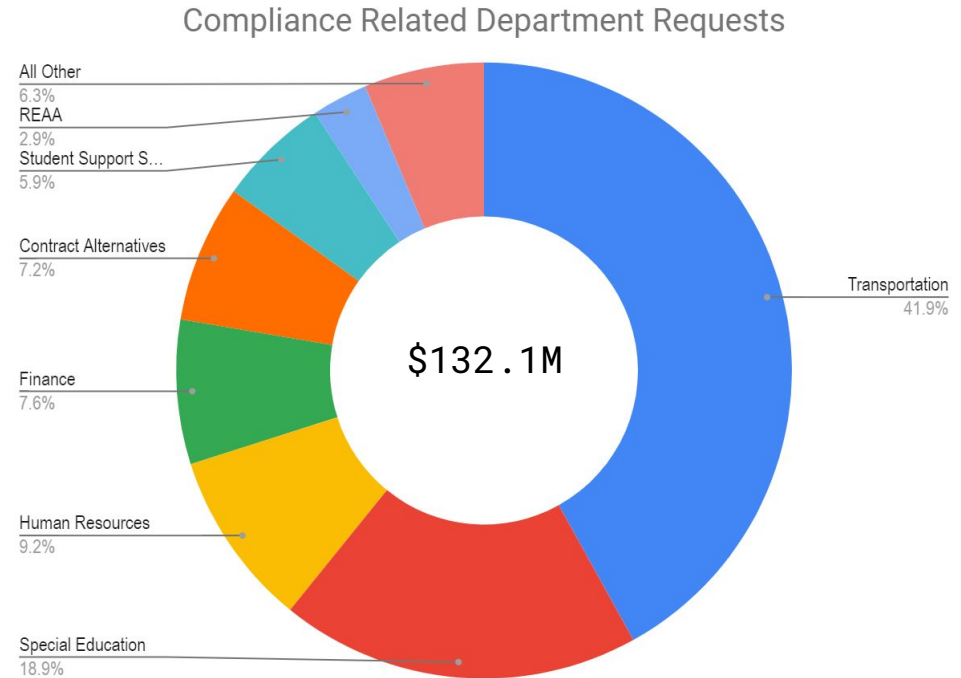
- Departments proposed a total of \$409.4 million in programming and administrative costs.
- Compliance related and strategic proposals each composed about a third of all requests.
- 63% of expenditures were for salaries, fringe benefits, or extended time costs.
- 24% of proposed expenditures were for contracts with external vendors.

Category of Proposed Department Expenditures



Compliance Requests

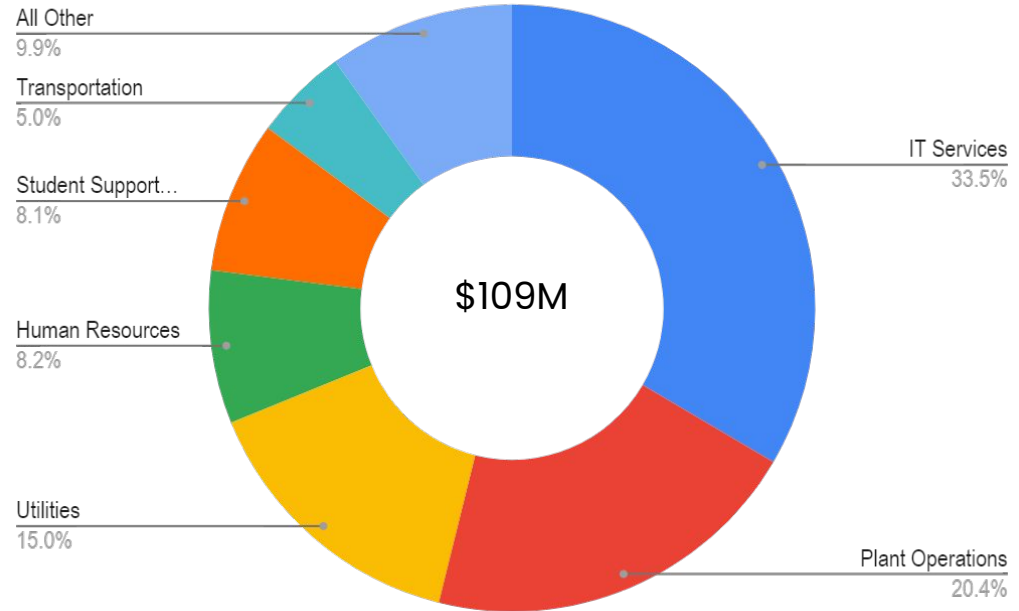
- Of the \$132.1 million of compliance related requests, 42% were related to transportation costs.
- Special Education drove about 19% of department compliance related requests. These would be for required Special Education administrative costs as well as department-driven services delivered in schools.
- Other areas with significant compliance costs include HR and Finance.



Essential Requests

- One third of requests described as “essential” came from the IT department.
- Plant Operations requests for programs such as janitorial services and preventative maintenance accounted for over 20% of requests.
- Utilities (electric, water, etc) accounted 15% of requests labeled as essential.

Department Requests Labeled as Essential



What programs are 'essential'?

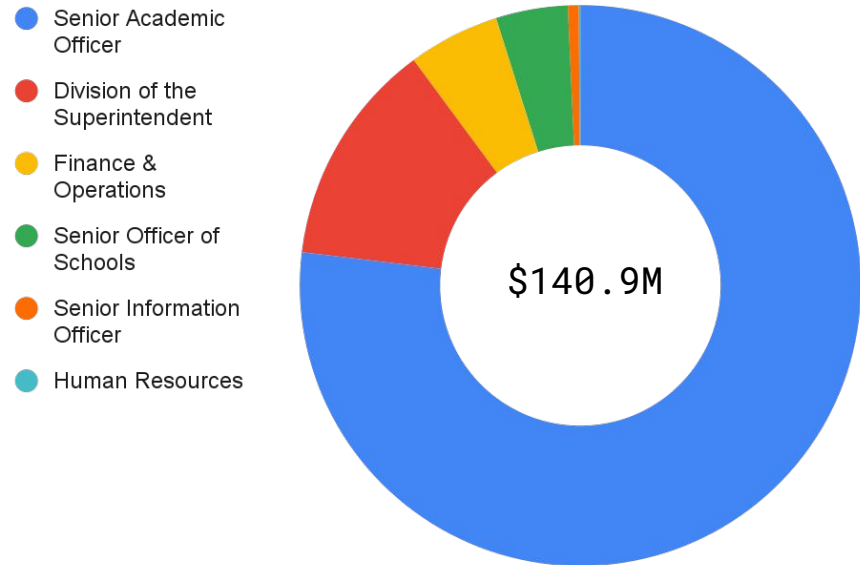
- Essential programs are those necessary to continue operating MPS without major changes or disruptions.
- The largest department programs labeled as 'essential' are primarily focused on upkeep of school buildings and providing services to students.

	<u>Amt</u>
Utilities	\$16,300,000
Student Devices	\$13,427,400
Janitorial	\$13,159,014
Network Services	\$7,397,586
Preventative Maintenance	\$7,221,350
Talent Acquisition	\$5,414,651
Staff Technology Devices	\$3,672,272
Classroom Technology	\$3,578,253
Emergency Management	\$3,455,443
All Other Requests	\$35,342,367
Total Essential Requests	<u>\$108,968,336</u>

Strategic Requests

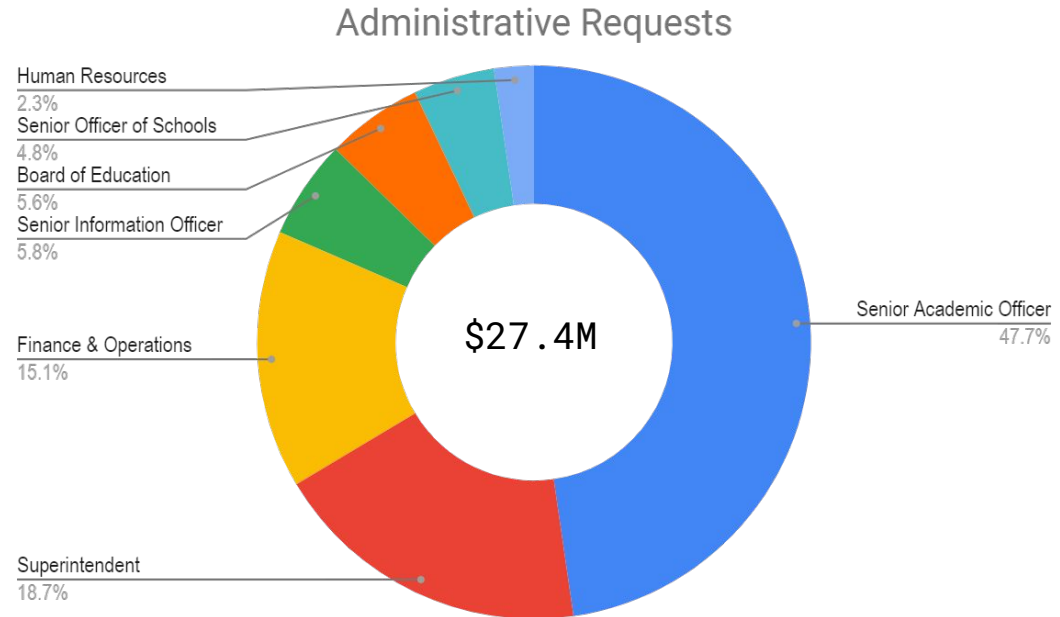
- Departments requested nearly \$141 million for strategic reasons.
- Many programs labeled as 'strategic' are programs that MPS currently operates, but many more were not.
- This category included many "wish list" items, almost all of which were heavily student-centered, with approaches that were 'big picture' items down to small details, and everything in between.

Strategic Department Requests



Administrative Requests

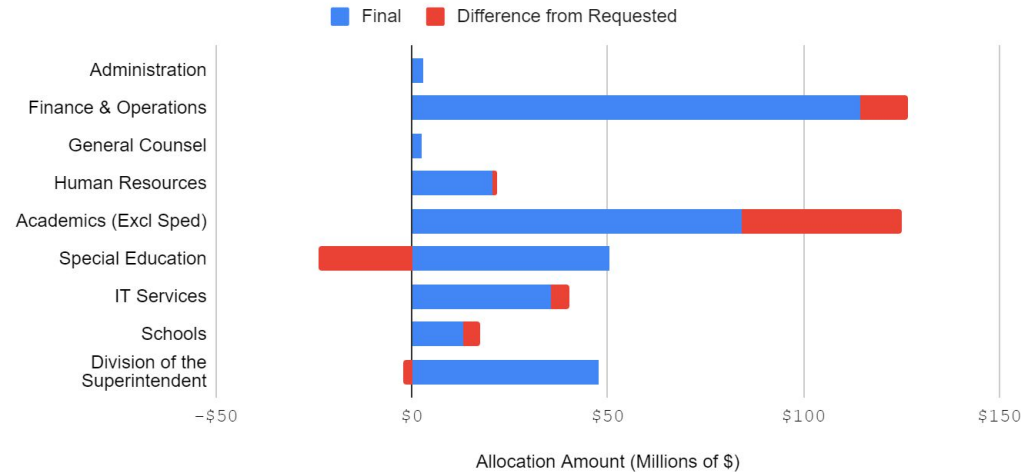
- 'Administrative' expenses accounted for just under 7% of department requests.
- Many of the costs labeled as 'administrative' cover people who, while technically serving in an administrative capacity, are also heavily involved in the day-to-day operations of their programs.
- Especially notable within the Senior Academic Officer's organization are many administrators who are 'doing the work' such as content leads, Minneapolis Kids site managers, etc.



Final Allocations

- The chart on the right shows the final department allocations (blue) and the unfunded allocations (red).
- Special Education and the Division of the Superintendent have negative unfunded amounts. This is due to higher than proposed expenses in those areas once BTO had begun.
- These amounts include only the \$5M requested subsidy for Food Service.
- These amounts do not reflect capital requests except in IT, where general fund requests were moved to capital.

Requested vs Final Department Allocations



Unfunded Programs

- \$32M in proposed programs were unable to be funded by the committee.
- Unfunded programs are primarily a mix of academic strategies, technology investments, and increased district supports.
- Even leaving these programs unfunded, the district will still run a structural deficit that must be addressed using assigned fund balance.

Unfunded Program	Request Amt
MTSS Site Leads	6,930,375
Classroom technology management/integration	2,386,000
Literacy Secondary Coaches	2,278,076
School Bus Technology Refresh	2,056,000
Mathematics 6-8 (Intervention)	1,911,260
Social Studies Curriculum Adoption	1,518,920
Literacy 6-8 Reading Interventions	1,457,536
Literacy Tier 1 Core Planning	1,200,000
Arts Grades 6-8 Instrumental Music	1,046,875
Ethnic Studies Racial Literacy	1,045,250
Magnet Programming (Expansion)	1,039,350
Mathematics Telescoped (Expansion)	1,008,717
Requests less than \$1M	7,989,203
Total Unfunded	31,867,562

Equity Considerations for Budgeting: Departments

Each department completed the following as a part of presentations to the budget alignment committee:

1. Identified stakeholder involvement in budgeting

- Who did your department engage with in the budget process?
- How were stakeholders engaged?
 - **Informed** (shared information with stakeholders),
 - **Consulted** (shared information with and gathered feedback from stakeholders), or
 - **Collaborated** (partnered with to inform, gather feedback, and co-construct the division/department budget)

Equity Considerations for Budgeting: Departments

2. Outlined Equity Considerations (initial phase):

- What budget changes are you making (making a reduction, adding to the budget)?
 - Who will this directly impact?
 - How will this impact the specific groups you named (e.g., positive, negative, no impact)
 - Mitigation Plan for specific groups negatively impacted by budget changes

Equity Considerations for Budgeting: Departments

3. Final phase of equity considerations process completed by April 11

- Proposed investments and appropriate strategic plan alignment included in final budgets
- Mitigation plan related to discontinued items impacting student groups

Departmental equity considerations summaries shared at May and June board meetings; board vote at June meeting

Questions

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2023-0032
June 13, 2023

Resolution approving the 2023-2024 fiscal year capital plan and budget

WHEREAS, board of education policy requires a multi-year capital plan to re-evaluate annually based on investment priorities and emerging needs; and

WHEREAS, during 2023-2024, an additional year will be added for planning purposes; and

WHEREAS, investment priorities were reviewed and changes were made to include capital funding for the new warehouse (\$694,450); North High School auditorium and classrooms (\$10,000,000); small capital projects increase (\$800,000); transportation funding increase (\$1,500,000).

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby authorizes the recommendation total FY2024 bond is updated to \$87,045,974 as outlined in the MPS Capital Plan FY24/25 to FY25/26.

ADOPTED this 13th day of June 2023.

Sharon El-Amin, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2023-0032)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

Special School District No. 1
Capital Plan FY23-24 to FY25-26

Location	Improvement	FY23/24	FY24/25	FY25/26
Andersen	Furniture	\$865,557		
Andersen	Technology Space	\$800,006		
Andersen	Performance Space	\$1,131,562		
Anthony	Parking Lot Renewal		\$1,388,900	
Bryn Mawr	Cooling			\$4,536,383
Dowling	Entrance			\$2,278,615
Edison	CTE Renovations	\$2,977,293		
Ella Baker	Furniture	\$739,932		
Ella Baker	Student Dining		\$500,004	
Franklin	Auditorium	\$500,004		
Henry	Turf Field			\$8,922,288
Justice Page	Gym Improvements		\$1,250,010	
Justice Page	Student Dining		\$4,771,063	
Lake Harriet Lower	Cooling			\$1,199,621
Las Estrellas	Entrance		\$4,323,186	
Multi-Site	Warehouse	\$694,450		
Multi-Site	Furniture	\$690,006	\$725,006	\$900,000
Multi-Site	Small Projects	\$800,000	\$1,000,008	\$1,372,660
Multi-Site	Technology and Devices		\$10,000,000	\$5,000,000
Multi-Site	Title IX Compliance			\$1,000,000
Multi-Site	Security Camera Renewal			\$1,000,008
North	Auditorium/Classrooms	\$10,000,080		
North	Student Dining		\$6,600,053	
North	Entrance		\$5,000,040	
Olson	Student Dining			\$3,431,649
Plant Maintenance	Fleet & Equipment	\$250,000	\$250,000	\$250,000
Plant Maintenance	LTFM	\$47,938,591	\$30,000,000	\$43,000,000
Plant Maintenance	Repairs	\$8,000,000	\$9,000,000	\$9,000,000
Roosevelt	CTE Renovations	\$5,702,976	\$1,500,012	\$6,863,298
South	Entrance		\$4,940,784	
Sullivan/Anishinabe	Classroom Improvements		\$977,008	
Transportation	Fleet	\$1,250,000	\$1,250,000	\$1,250,000
Washburn	Bleacher Repairs		\$1,388,900	
Wilder	Entrance	\$4,705,508		



Capital Plan

Curt Hartog,
Executive Director,
CPCM

Agenda

- Review of Current Capital Plan
- Review of Board Policy
- Proposed Future Capital Plan
- Discussion

Current 5-year Capital Plan

Current 5-Year Capital Plan 20/21 to 24/25

Focus on improvements to support CDD

Two Years Remain in the Plan

What has been accomplished

- Andersen Science Rooms
- North CTE Center
- Bethune Arts Improvements
- Hall Observatory
- Marcy Black Box and Dance Space



2 - Performance Space, Interior



2 OBSERVATORY - AXONOMETRIC

Current 5 Year Capital Plan

- Justice Page Entrance and Science Labs
- Sullivan/Anishinabe Robotics Lab
- Franklin Robotics Lab
- SPED Renovations



Current 5-Year Capital Plan

What is in the current plan that is not completed

- Complete North High School Renovations
- Complete Andersen Renovations
- CTE Renovations at Edison and Roosevelt (funded in 24/25 and 25/26)
- Franklin Science Labs (Summer 2024)
- Ella Baker Science Labs, lunchroom and Auditorium (Summer 2024)
- Justice Page Enhancements (gym, lunchroom)
- Las Estrellas Entrance
- Sullivan/Anishinabe Program Improvements
- Wilder Entrance
- Non-CDD Projects at South (entrance), ADA Improvements, Transportation Center, Washburn bleachers



Board Policy

- Policy 3170: Capital Planning and Budgeting
- Requires a multi-year capital plan covering a minimum of three years
- Requires the plan to identify specific facility improvements
- The long-term facility maintenance plans will use the MDE format and forms

Future 10 Year Plan

10-Year Capital Plan

The 10 Year Capital Plan is from FY 25/26 to FY 34/35

Focus Areas

- Student Security (8%)
- Building Cooling (17%)
- Student Dining (2%)
- Classroom FFE (1%)
- Fleet (1.5%)
- Turf Fields (2%)
- Maintenance of Buildings and Grounds (64%)
- Other (4.5%)



10 Year Capital Plan (page 1)

Row Labels	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33	FY 33-34	FY 34-35
Cross-Category Project												
Cross-Category Project												
Cross Category Renovations												
Warehouse improvements												
MULT - Multiple sites	\$694,450											
Educational Condition Index (ECI)												
Extracurricular Support												
Field sports												
Artificial turf												
HENR - Henry		\$8,922,288										
NORT - North					\$1,589,025							
SOUT - South					\$1,513,357							
SWES - Southwest				\$9,368,402								
WASH - Washburn	\$1,388,900											
Indoor sports												
Various gym improvements												
WILD - Wilder	\$500,004											
Music performance												
Auditorium renovation												
FRAN - Franklin	\$500,004											
NORT - North	\$10,000,080											
Performance space												
ANDE - Andersen	\$1,131,562											
Student access Title IX												
Locker rooms												
MULT - Multiple sites			\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000						
Instructional Support												
Career technical instruction												
Classroom renovations												
EDIS - Edison	\$2,977,293											
ROOS - Roosevelt	\$5,702,976	\$1,500,012	\$6,863,298									
Classroom FFE												
Student desks, tables, chairs												
ANDE - Andersen	\$865,557											
BAKE - Baker	\$739,932											
MULT - Multiple sites	\$690,006	\$725,006	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000		
Classroom Technology												
Devices and infrastructure												
MULT - Multiple sites		\$10,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$10,000,000	\$0	\$10,000,000	\$0	\$10,000,000	\$0
Physical education instruction												
Gym attributes improvements												
PAGE - Page		\$694,450										
Fitness center renovations												
PAGE - Page		\$555,560										
Prototype alignment												
Classroom attribute upgrades												
SULL - Sullivan		\$977,008										
Technology classroom space												
ANDE - Andersen	\$800,006											
Student hygiene												
Multiple single user toilet rooms												
MULT - Multiple sites						\$980,909						
Student security												
Safe and welcome entrance												
DOWL - Dowling			\$2,278,615									
FRAN - Franklin				\$2,882,585	\$3,026,715							
HOWE - Howe				\$5,044,524								

10-Year Capital Plan (page 2)

Row Labels	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33	FY 33-34	FY 34-35
KENW - Kenwood							\$8,342,382					
LASE - Las Estrellas		\$4,323,186										
LLOW - Lake Harriet Lower								\$2,627,850				
NORT - North		\$5,000,040										
PRAT - Pratt									\$6,760,145			
ROOS - Roosevelt									\$5,109,709			
SANF - Sanford				\$4,540,072								
SOUT - South		\$4,940,784										
WASH - Washburn									\$5,109,709			
WHIT - Whittier								\$10,511,401				
WILD - Wilder	\$4,705,508											
Camera renewal			\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008
MULT - Multiple sites			\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008	\$1,000,008
Student Experience	\$1,000,008	\$12,871,128	\$10,540,313	\$12,121,980	\$14,151,508	\$17,311,224	\$1,668,476	\$7,834,887	\$1,839,495	\$12,125,340	\$19,717,090	\$20,998,701
Student dining		\$11,871,120	\$3,431,649									
3 period lunch room		\$9,633,381	\$3,431,649									
BAKE - Baker		\$500,004										
NORT - North		\$6,600,053										
OLSO - Olson			\$3,431,649									
PAGE - Page		\$2,533,324										
WHIT - Whittier								\$3,041,493				
Dishwashing		\$161,568										
PAGE - Page		\$161,568										
Food prep area		\$550,350										
PAGE - Page		\$550,350										
Kitchen complete renovation								\$3,041,493				
WHIT - Whittier								\$3,041,493				
Option1		\$284,982										
PAGE - Page		\$284,982										
Servery		\$311,978										
PAGE - Page		\$311,978										
Storage/Office		\$234,411										
PAGE - Page		\$234,411										
New kitchen equipment		\$694,450										
PAGE - Page		\$694,450										
Student environment	\$1,000,008	\$1,000,008	\$7,108,664	\$12,121,980	\$14,151,508	\$17,311,224	\$1,668,476	\$1,751,900	\$1,839,495	\$12,125,340	\$19,717,090	\$20,998,701
Building cooling			\$5,736,004	\$10,680,687	\$12,638,151	\$15,722,199				\$10,193,870	\$19,717,090	\$20,998,701
ANWA - Anwatin										\$10,193,870	\$19,717,090	
BRYN - Bryn Mawr			\$4,536,383									
ERIC - Ericsson				\$10,680,687								
FIEL - Field						\$15,722,199						
KENW - Kenwood					\$12,638,151							
LLOW - Lake Harriet Lower			\$1,199,621									
ROOS - Roosevelt												\$20,998,701
Off-plan small-cap projects	\$1,000,008	\$1,000,008	\$1,372,660	\$1,441,293	\$1,513,357	\$1,589,025	\$1,668,476	\$1,751,900	\$1,839,495	\$1,931,470		
MULT - Multiple sites	\$1,000,008	\$1,000,008	\$1,372,660	\$1,441,293	\$1,513,357	\$1,589,025	\$1,668,476	\$1,751,900	\$1,839,495	\$1,931,470		
Facility Condition Index (FCI)]	\$53,601,340	\$40,500,000	\$53,500,000	\$53,000,000	\$57,500,000	\$60,500,000	\$64,000,000	\$66,000,000	\$66,000,000	\$68,000,000	\$59,500,000	\$67,000,000
Cycle of Replacement	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000
Fleet	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000
Non-Transportation	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
MULT - Multiple sites	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Transportation	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000
MULT - Multiple sites	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000	\$1,250,000
Long-Term Facilities Maintenance	\$52,101,340	\$39,000,000	\$52,000,000	\$51,500,000	\$56,000,000	\$59,000,000	\$62,500,000	\$64,500,000	\$64,500,000	\$66,500,000	\$59,500,000	\$67,000,000
MDE 368 Building Envelope	\$8,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$10,000,000
Plant Maintenance	\$8,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$10,000,000
MULT - Multiple sites	\$8,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$9,000,000	\$10,000,000

10-Year Capital Plan (page 3)

Row Labels	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33	FY 33-34	FY 34-35
MDE 380 Mechanical Systems												
Plant Maintenance												
MULT - Multiple sites	\$23,419,859	\$30,000,000	\$43,000,000	\$42,500,000	\$47,000,000	\$50,000,000	\$53,000,000	\$55,000,000	\$55,000,000	\$57,000,000	\$50,000,000	\$57,000,000
D3050 Heat Transfer Terminal and Packaged Units												
NORT - North	\$19,292,581											
MDE 384 Site Projects												
Parking lot renewal												
ANTH - Anthony	\$1,388,900											
Grand Total	\$83,908,725	\$83,476,073	\$90,004,523	\$90,317,500	\$89,940,871	\$88,281,166	\$85,910,867	\$88,874,147	\$89,958,921	\$87,785,485	\$89,217,090	\$87,998,701

Students

Student Focus

Safe and Welcoming Entrances

Washburn, Dowling, Franklin, Howe, Kenwood, Lake Harriet Lower, Pratt, Roosevelt, Sanford, Whittier, Wilder.

Student Dining

Olson, Justice Page and Whittier

Building Cooling

Anwatin, Bryn Mawr, Ericsson, Field, Kenwood, Lake Harriet Lower, Roosevelt,

Turf Fields

Henry, Southwest, (new) South, North (replacement)

Title IX

Single User Restroom

CTE at Roosevelt and Edison

Other

Other

Fleet

Transportation (Buses)
Maintenance and EMSS Vehicles and Equipment

Security

Camera replacements and upgrades

Maintenance of Building and Grounds

Long Term Facilities Maintenance
Ventilation
Plumbing
Building Envelope
Windows
Elevators
Electrical Systems
Heating and Cooling Plants

Goal Alignment

Goals

Goal 1 Academic Achievement: Every student achieves their full potential through equal access to programming that is academically rigorous and connects learning in schools with students' experiences at home.

Goal 2: Student Well-Being – Every Student's physical and mental well-being is addressed as an integral part of their education.

Goal 3: Effective Staff – School and district staff approach all work centered on students and equity.

Goal 4: School and District Climate – MPS is known by our community as welcoming, responsive, and connected.

The Capital Plan provides secure and welcoming spaces to provide the environment for academic achievement, student well being, effective staff and welcoming environments that are safe and well maintained.

Summary

Summary

The proposed Capital Plan completes the CDD recommended improvements.

Future Capital plans focus on Safe & Welcoming Entrances, Building Cooling, Athletics and Dining Experience

The plan includes funds for building maintenance for replacement of aging assets and repair of building related items for the next 10 years.

The plan is a roadmap to improvements and can be adjusted from year to year as needed to meet changing strategies and emerging issues.

Board Policy requires a three-year plan showing the location, improvement and funding.

Location	Improvement	FY23/24	FY24/25	FY25/26
Andersen	Furniture	\$865,557		
Andersen	Technology Space	\$800,000		
Andersen	Performance Space	\$1,131,553		
Anthony	Parking Lot Renewal	\$1,388,900		
Bryn Mawr	Cooling			\$4,536,383
Dowling	Entrance			\$2,278,615
Edison	CTE Renovations	\$2,977,293		
Ella Baker	Furniture	\$739,932		
Ella Baker	Student Dining		\$500,004	
Franklin	Auditorium	\$500,000		
Henry	Turf Field			\$8,922,288
Justice Page	Gym Improvements		\$1,250,010	
Justice Page	Student Dining		\$4,771,063	
Lake Harriet Lower	Cooling			\$1,199,621
Las Estrellas	Entrance		\$4,323,186	
Multi-Site	Warehouse	\$694,450		
Multi-Site	Furniture	\$690,006	\$725,006	\$900,000
Multi-Site	Small Projects	\$1,000,008	\$1,000,008	\$1,372,660
Multi-Site	Technology and Devices		\$10,000,000	\$5,000,000
Multi-Site	Title IX Compliance			\$1,000,000
Multi-Site	Security Camera Renewal			\$1,000,008
North	Auditorium	\$10,000,000		
North	Student Dining		\$6,600,053	
North	Entrance		\$5,000,040	
Olson	Student Dining			\$3,431,649
Plant Maintenance	Fleet & Equipment	\$250,000	\$250,000	\$250,000
Plant Maintenance	LTFM	\$42,712,440	\$30,000,000	\$43,000,000
Plant Maintenance	Repairs	\$8,000,000	\$9,000,000	\$9,000,000
Roosevelt	CTE Renovations	\$5,702,976	\$1,500,012	\$6,863,298
South	Entrance		\$4,940,784	
Sullivan/Anishinabe	Classroom Improvements		\$977,008	
Transportation	Fleet	\$1,250,000	\$1,250,000	\$1,250,000
Washburn	Bleacher Repairs		\$1,388,900	
Wilder	Gym Improvements	\$500,000		
Wilder	Entrance	\$4,705,508		

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2023-0033
June 13, 2023

Resolution Relating To General Obligation Long-Term Facilities Maintenance Bonds; Declaring Intent To Issue Bonds To Finance A Facilities Plan; Providing For Approval Of The Plan And Approval Of Bonds By The Commissioner Of Education; And Authorizing The Publication Of Notice

NOW THEREFORE BE IT RESOLVED, by the Board of Education (the “Board”) of Special School District No. 1 (Minneapolis), Minnesota (the “District”), as follows:

Section 1. Authorization and Approval

1.01. The District is authorized, pursuant to Minnesota Statutes, Section 123B.595 and Chapter 475, to borrow money by the issuance of its general obligation long-term facilities maintenance bonds. This Board hereby determines that it is necessary and desirable and in the best interest of the District to issue a series of general obligation long-term facilities maintenance bonds (the “Bonds”), pursuant to Minnesota Statutes, Section 123B.595 and Chapter 475. The District will issue the Bonds in a par amount of approximately \$47,938,597 to finance projects described in the District’s ten-year facilities plan adopted by this Board (the “Plan”).

1.02. The Plan has been submitted or will be submitted to the Commissioner of the Department of Education of the State of Minnesota (the “Commissioner of Education”) for approval as required by Minnesota Statutes, Section 123B.595, subdivision 4, and such approval has been or will be received prior to the date on which the Bonds will be issued.

Section 2. Notice

2.01. The officers and employees of the District are hereby authorized and directed to cause notice of the intended projects, the amount of the facilities maintenance bonds to be issued, and the total amount of the District’s indebtedness to be published in a legal newspaper of general circulation in the District as required by Minnesota Statutes, Section 123B.595, subdivision 5.

ADOPTED this 13th day of June 2023.

Sharon El-Amin, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2023-0033)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

DRAFT

**SPECIAL SCHOOL DISTRICT NO. 1
MINNEAPOLIS, MINNESOTA
CERTIFICATE OF OFFICIAL ACTION**

The undersigned, being the duly qualified and acting School District Clerk of Special School District No. 1 (Minneapolis), Minnesota (the "District"), DOES HEREBY CERTIFY as follows:

Attached hereto is a true and correct copy of a resolution duly adopted by the affirmative vote of a majority of the members of the Board of Education of the District at a lawful meeting duly called and held on June 13, 2023, at which meeting a quorum was present and acting throughout. Such resolution remains in full force and effect in the form in which adopted.

IN WITNESS WHEREOF, the undersigned has hereunto set her/his hand and affixed the official seal of the District, this 13th day of June, 2023.

School District Clerk



Division of School Finance
400 NE Stinson Blvd
Minneapolis, MN 55413

Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only

ED - 02478-08

Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes 2021, section 123B.595, subd. 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.

District Info.	Enter Information	District Info.	Enter Information									
District Name:	Special School District #1	Date:	5/3/2023									
District Number:	0001-03	Email:	david.richards@mpls.k12.mn.us	Project questions								
District Contact Name:	Curt Hartog, David Richards and Joe Olson		joseph.olson@mpls.k12.mn.us	Levy questions								
Contact Phone #	612 668 0284 or 612 559 2820		curtis.hartog@mpls.k12.mn.us	Project questions								

Expenditure Categories		Fiscal Year (FY) Ending June 30										
		2023 base year	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.												
Finance Code	Category (1)											
347	Physical Hazards	\$203,375	\$209,476	\$215,760	\$222,233	\$228,900	\$235,767	\$242,840	\$250,125	\$257,629	\$265,358	\$273,318
349	Other Hazardous Materials	\$121,049	\$124,680	\$128,421	\$132,273	\$136,241	\$140,329	\$144,538	\$148,875	\$153,341	\$157,941	\$162,679
352	Environmental Health and Safety Management	\$847,871	\$873,307	\$899,507	\$926,492	\$954,287	\$982,915	\$1,012,403	\$1,042,775	\$1,074,058	\$1,106,280	\$1,139,468
358	Asbestos Removal and Encapsulation	\$79,568	\$81,955	\$84,413	\$86,946	\$89,554	\$92,241	\$95,008	\$97,858	\$100,794	\$103,818	\$106,932
363	Fire Safety	\$1,568,010	\$1,615,051	\$1,663,502	\$1,713,407	\$1,764,809	\$1,817,754	\$1,872,286	\$1,928,455	\$1,986,308	\$2,045,898	\$2,107,275
366	Indoor Air Quality	\$625,952	\$644,731	\$664,073	\$683,995	\$704,515	\$725,650	\$747,420	\$769,842	\$792,938	\$816,726	\$841,227
	Total Health and Safety Capital Projects	\$3,445,824	\$3,549,199	\$3,655,675	\$3,765,345	\$3,878,306	\$3,994,655	\$4,114,495	\$4,237,929	\$4,365,067	\$4,496,019	\$4,630,900
Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year												
Finance Code	Category (2)											
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
366	Indoor Air Quality	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Health and Safety Capital Projects \$100,000 or More	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151												
Finance Code	Category (3)											
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Remodeling for Approved Voluntary Pre-K Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accessibility												
Finance Code	Category (4)											
367	Accessibility	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Accessibility Projects	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Deferred Capital Expenditures and Maintenance Projects												
Finance Code	Category (5)											
368	Building Envelope	\$1,995,462	\$1,248,761	\$1,789,891	\$1,769,078	\$1,956,392	\$2,081,268	\$2,206,144	\$2,289,395	\$2,289,395	\$2,372,646	\$2,081,268
369	Building Hardware and Equipment	\$5,860,006	\$3,667,195	\$5,256,313	\$5,195,193	\$5,745,272	\$6,111,992	\$6,478,711	\$6,723,191	\$6,723,191	\$6,967,670	\$6,111,992
370	Electrical	\$1,380,195	\$863,727	\$1,238,008	\$1,223,613	\$1,353,172	\$1,439,544	\$1,525,917	\$1,583,499	\$1,583,499	\$1,641,080	\$1,439,544
379	Interior Surfaces	\$8,490,691	\$5,313,479	\$7,615,986	\$7,527,428	\$8,324,450	\$8,855,798	\$9,387,146	\$9,741,378	\$9,741,378	\$10,095,610	\$8,855,798
380	Mechanical Systems	\$18,576,254	\$11,625,030	\$16,662,543	\$16,468,792	\$18,212,547	\$19,375,050	\$20,537,553	\$21,312,555	\$21,312,555	\$22,087,557	\$19,375,050
381	Plumbing	\$1,247,163	\$780,475	\$1,118,681	\$1,105,673	\$1,222,745	\$1,300,792	\$1,378,840	\$1,430,871	\$1,430,871	\$1,482,903	\$1,300,792
382	Professional Services and Salary	\$4,738,677	\$2,965,467	\$4,250,502	\$4,201,078	\$4,645,898	\$4,942,444	\$5,238,991	\$5,436,689	\$5,436,689	\$5,634,386	\$4,942,444
383	Roof Systems	\$4,984,996	\$3,119,613	\$4,471,446	\$4,419,452	\$4,887,394	\$5,199,356	\$5,511,317	\$5,719,291	\$5,719,291	\$5,927,265	\$5,199,356
384	Site Projects	\$665,154	\$416,254	\$596,630	\$589,693	\$652,131	\$693,756	\$735,382	\$763,132	\$763,132	\$790,882	\$693,756
	Total Deferred Capital Expense and Maintenance	\$47,938,597	\$30,000,000	\$43,000,000	\$42,500,000	\$47,000,000	\$50,000,000	\$53,000,000	\$55,000,000	\$55,000,000	\$57,000,000	\$50,000,000
Total Annual 10-Year Plan Expenditures		\$51,784,422	\$33,549,199	\$46,655,675	\$46,265,345	\$50,878,306	\$53,994,655	\$57,114,495	\$59,237,929	\$59,365,067	\$61,496,019	\$54,630,900

2022 Graduation Rates

Executive Director Sarah Hunter

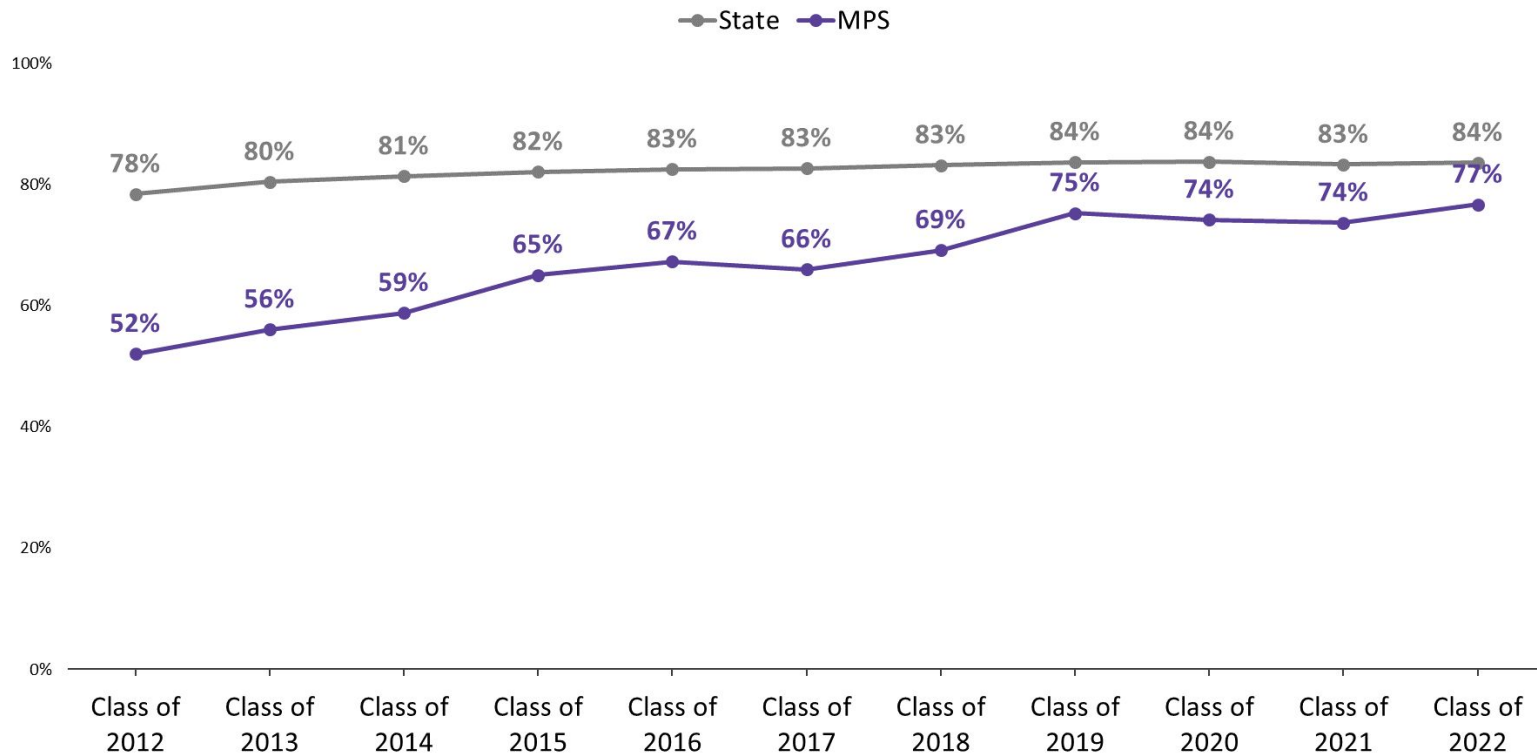
Graduation Rates & ESSA

- The Minnesota Department of Education's plan for implementing the federal Every Student Succeeds Act (ESSA) **includes the calculation and monitoring of 4, 5, 6, and 7-year high school graduation rates for accountability purposes.**
- On April 25, 2023 the state publicly released rates up to the Class of 2022.
- **New for SY2023:** This year, the state publicly released re-calculated graduation rates going back to 2019 based on newly modified State Ethnic Codes. It is not appropriate to compare previous ethnic rates to the new rates shown in this report. All other groups and total graduation trend rates remain the same.

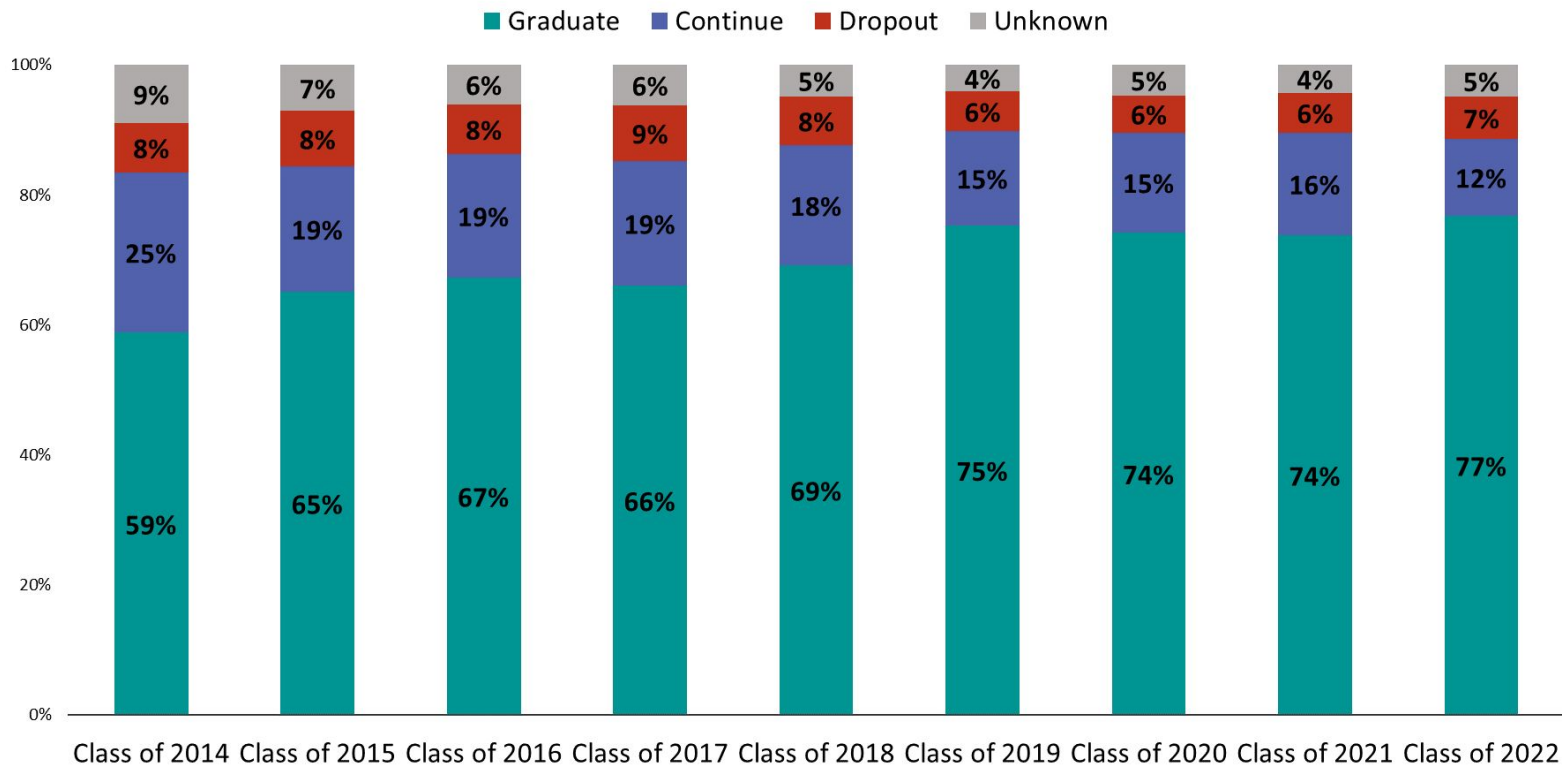
Summary of 2022 Graduation Rates

- 4-year on-time graduation rate up 3% to from 73.7% to 76.7%.
- 7-year rate up over 3% from 80.2% to 83.7%
 - African American students had highest gain from 68% to 72% (4% increase)
 - Students from Somali speaking homes had 4% increase from 77% to 81%
 - Changes to state level coding for American Indian students resulted in an increase from the 2020 rate of 36% to 50% in both 21 and 22.
 - Students receiving Special Education Services had 4% increase from 48% to 52%

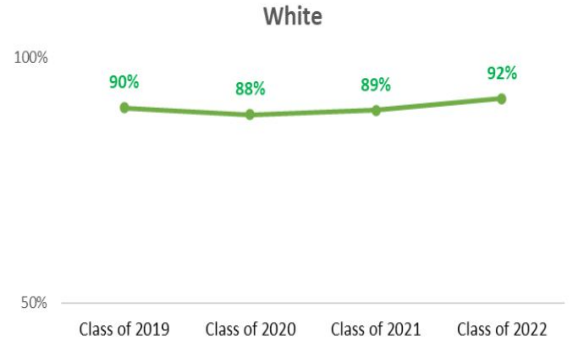
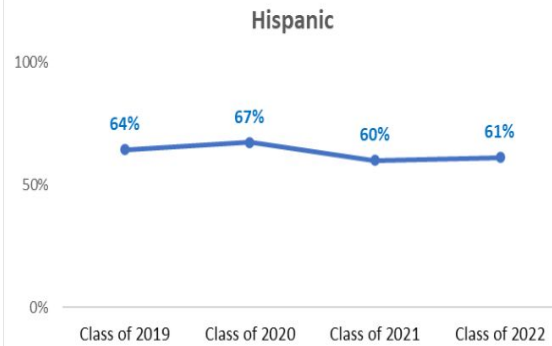
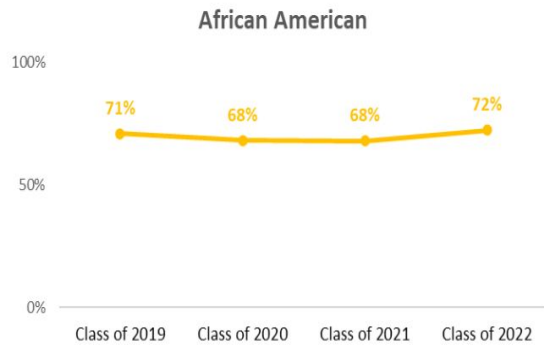
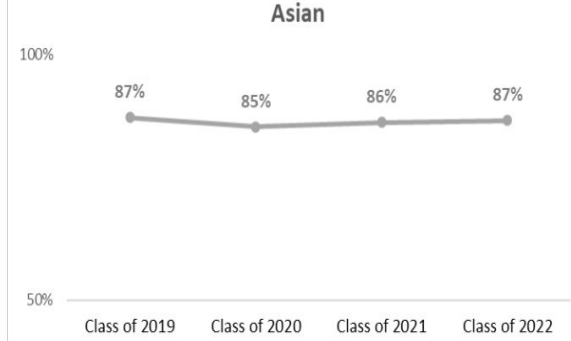
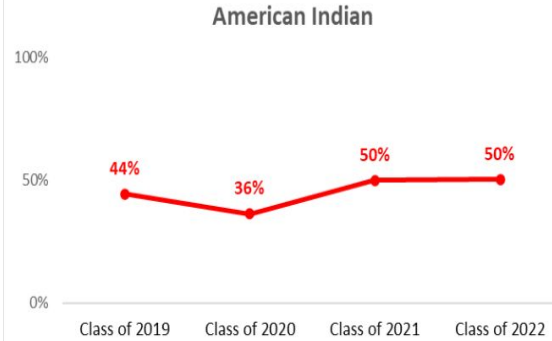
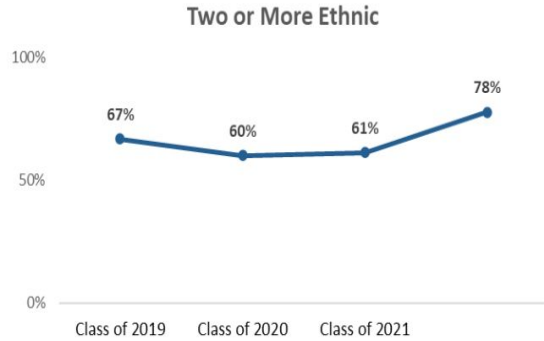
Four-Year Graduation Rate Trend



Four-Year Graduation Rate Trend

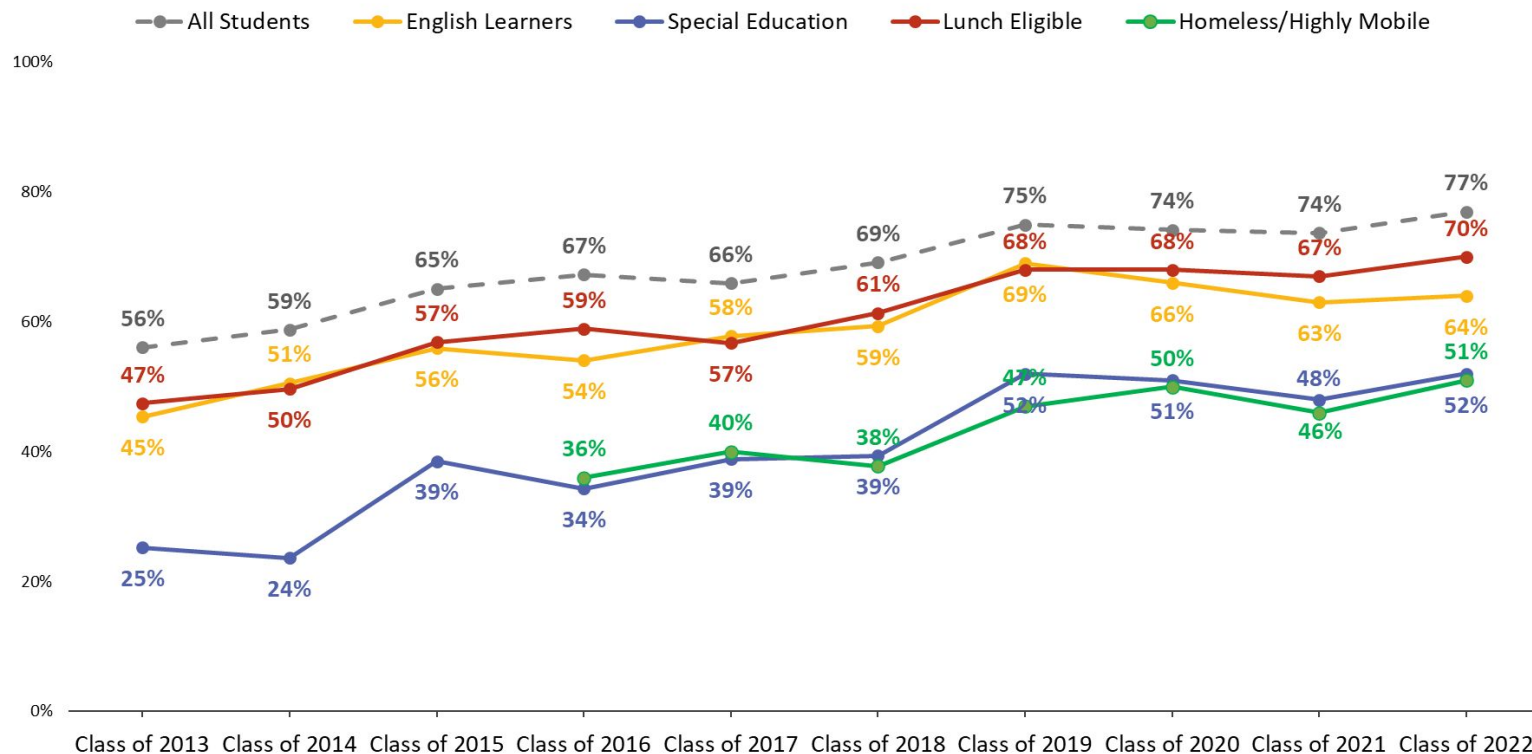


Four-Year Graduation Rate Trend by Race/Ethnicity



* New MDE Ethnic Rates starting this year - Number of students in Native Hawaiian group too small to display. You can see all Ns on a table in the appendix.

Four-Year Graduation Rate Trend by Special Population



Questions

High Dosage Tutoring Update

Senior Officer Dr. Aimee Fearing

Current Data:

- **Participation:** 23 schools, 586 students receiving services
- Both vendors providing schools with bi-weekly academic progress monitoring data
- Axiom is providing MPS with a tutor coordinator who supports two sites (Pillsbury & Webster) with pulling students and supervising tutoring

Axiom

School Name	# of Students	# of Groups
Waite Park	10	7
Field	4	4
Kenwood	26	13
LH Lower	2	2
LH Upper	2	2
Northrop	9	6
Anishinabe Academy	48	19
Pillsbury	32	20
Webster	34	13
Loring	34	15
Nellie Stone	42	21
MPS Online	30	13
TOTAL =	273	135

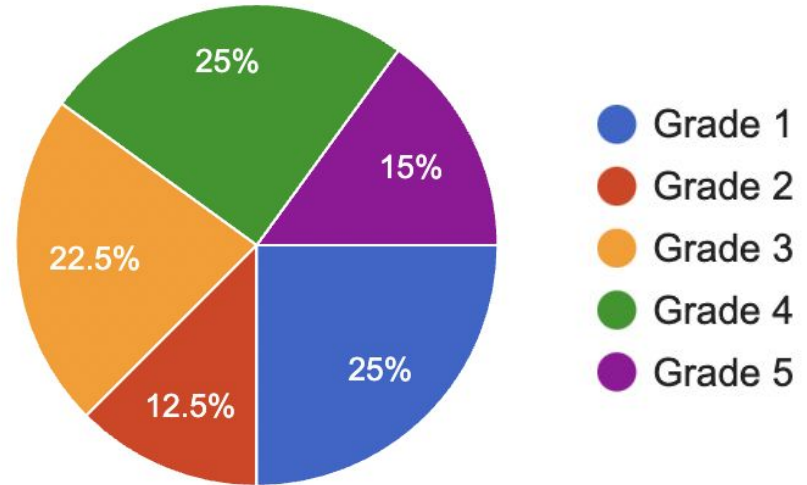
Carnegie

School Name	# of Students	# of Groups
Green Central	67	16
Emerson	32	8
Ella Baker	10	6
Dowling	14	7
Marcy	26	12
Kenny	5	3
Jenny Lind	29	10
Barton	15	8
Las Estrellas	69	29
Lyndale	22	14
Cityview	24	10
<i>Total</i>	<i>313</i>	<i>123</i>

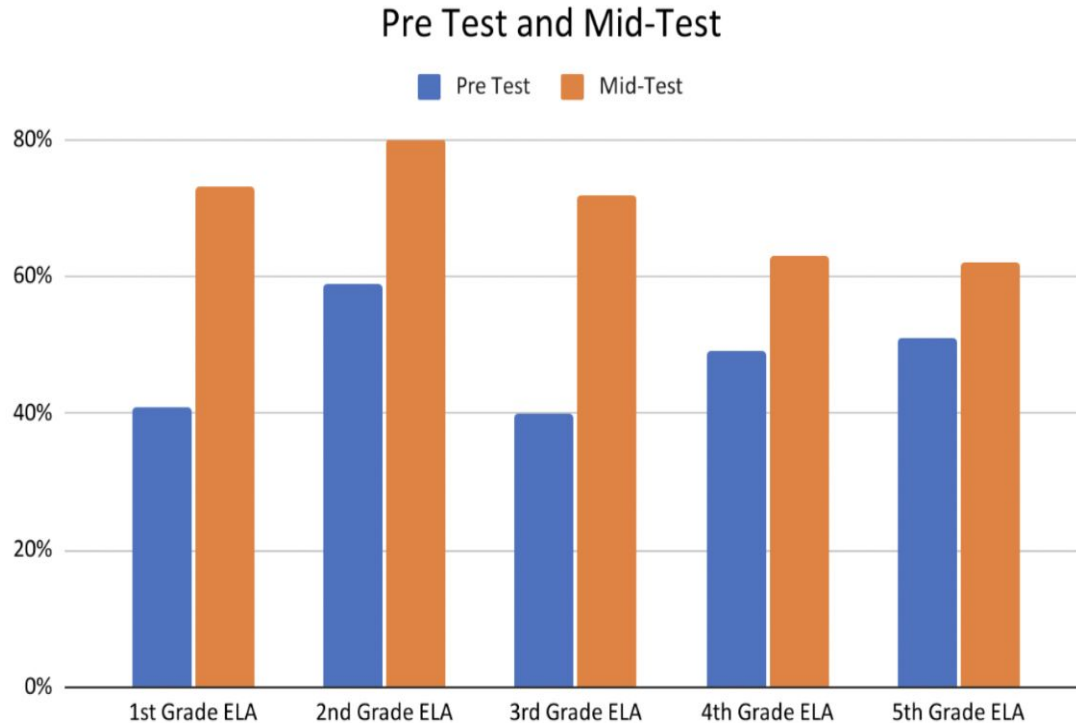
What students are saying:

A sample of 40 students, from sites using both vendors, were surveyed about their experience with HDT:

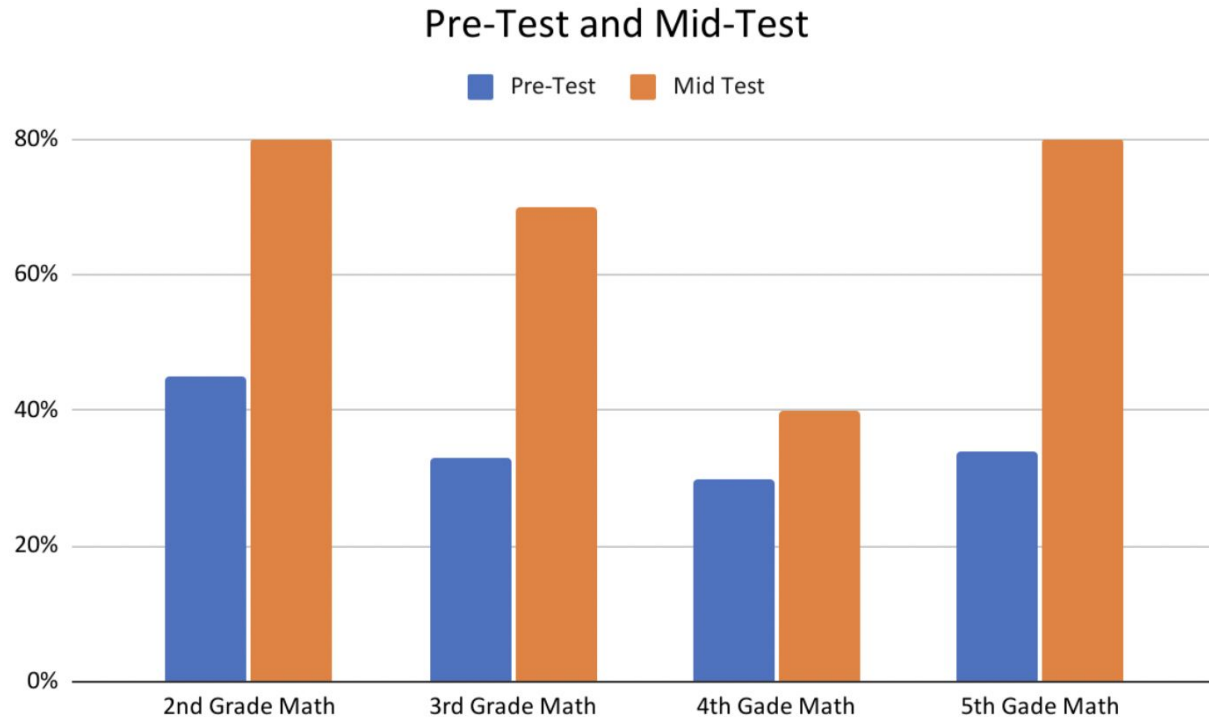
- 80% of students surveyed like tutoring
- 92% of students say HDT is helping them learn



What the initial data are saying (Carnegie | ELA):



What the initial data are saying (Carnegie | Math):



What students are saying:

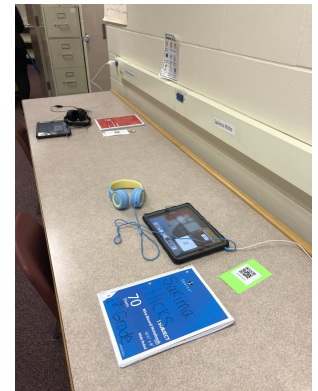
- “I very very like it because I learn a lot and I’m having fun”
- “It’s fun and slow and not too fast. Sometimes my teachers goes too fast”
- “I feel like it’s a better chance for me to get better grades”
- “The tutors are nice. I’d rather be on the screen because it’s calmer and I get to work one to one”
- “It’s easier sometimes to learn on the computer because of the way my tutor says the problem. She says it more simpler.”
- “I love tutoring because it’s so much fun!”

What administrators and teachers are saying

- Almost all students are very excited to go to tutoring. It took a few weeks to get accustomed to it and get to know tutors, but 95% of them are very excited to attend and feel very special. Students who are not excited to go are typically just very tired and dealing with external factors outside of school, which is very normal and to be expected sometimes.
- I've noticed that the kids seem really engaged. I've asked them if things are hard or too easy, and most of them say that things seem hard, but they can do them. The things they are being tutored on seem to challenge them, which is good!
- I think it is making an impact. It is a good sign that students are excited to go and over time, student engagement has naturally improved. Test scores are also improving steadily. Students have made comments to me about not having understood math concepts before tutoring, but understanding now. "Wow I didn't know that $x + x = x$ and now I know!"

Trends and Observations

- Per survey data, our vendors are not delivering the same quality of experience for teachers or students. Carnegie's consistency and customer service has been superior.
- Attendance and technology issues are still barriers. Students are absent, or schools don't have a strong system to make sure students log in. Ipad software updates and password resets have been an issue
- Students are having more consistent access and a better overall experience at sites that have a system in place to prepare for tutoring sessions
(Photo examples from Dowling, Cityview, and Nellie Stone Johnson to the right)



Questions

SECTION 1:**AMENDMENT** “Policy 5635: Reporting Maltreatment Of Minors And Vulnerable Adults” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 5635: ~~Reporting Maltreatment Of Minors And Vulnerable Adults~~ Mandated Reporting of Child Neglect or Physical or Sexual Abuse

1. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected suspected child neglect or physical or sexual abuse. ~~maltreatment of children or vulnerable adults.~~

2. GENERAL STATEMENT OF POLICY

a. It is the policy of the District to fully comply with Minnesota Statutes requiring school personnel to report chapter 260E requiring school personnel to report suspected child neglect or physical or sexual abuse. ~~suspected maltreatment, neglect, physical or sexual abuse of children who attend Minneapolis Public Schools.~~

b. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

~~e. It is the policy of the District to fully comply with Minnesota Statutes requiring school personnel to report suspected maltreatment of vulnerable adults who attend Minneapolis Public Schools.~~

~~d. It shall be a violation of this policy for any District personnel to fail to immediately make a report when:~~

~~i. the school personnel knows or has reason to believe that a child~~

~~(1) is being neglected;~~

~~(2) is being physically abused;~~

~~(3) is being sexually abused or~~

~~(4) has been neglected, physically or sexually abused within the preceding three years.~~

~~(5) has been kidnapped;~~

~~(6) is being concealed from the child’s parent, or~~

~~(7) has been taken, retained or failed to be returned to the child’s parent by any individual without legal right to keep the child.~~

~~ii. the school personnel, other than a health care professional or social service professional who is providing the woman with prenatal care or other health care services, knows or has reason to believe that a woman is pregnant and has used a controlled substance for a~~

nonmedical purpose during the pregnancy, including but not limited to:

- (1) tetrahydrocannabinol, (THC, also known as marijuana)
 - (2) alcoholic beverages in any way that is habitual or excessive.
 - iii. the school personnel knows or has reason to believe that a vulnerable adult is being maltreated, or
 - iv. the school personnel knows that a vulnerable adult has sustained a physical injury which is not reasonably explained.
- e. It shall be a violation of this policy for any person to retaliate against any employee who in good faith makes a report required under paragraph C, above:
- i. There is a rebuttable presumption that any adverse action taken within ninety (90) days against an employee who in good faith makes a required report is retaliatory.
 - f. It shall be a violation of this policy for any employee to retaliate against any child or vulnerable adult about whom any report is made.
 - g. Intentional failure to make a report required under paragraph C, above, shall make the mandated reporter subject to discipline in keeping with district policy, collective bargaining agreements, and state and federal law. The District may refer such failures to the local authorities for possible criminal prosecution.
 - h. Any employee who maliciously or recklessly makes a report is subject to discipline in keeping with district policy, collective bargaining agreements and state and federal law. The District shall not indemnify any employee who is found by a court to have made a maltreatment report maliciously or recklessly.

3. **DEFINITIONS**

- a. “Accidental” means a sudden, not reasonably foreseeable, and unexpected occurrence or event that:
- b. “Child” means one under age 18 and, for purposes of Minnesota Statutes chapter 260C (Juvenile Safety and Placement) and Minnesota Statutes chapter 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minnesota Statutes chapter 260C.451 (Foster Care Benefits Past Age 18).
- c. “Immediately” means as soon as possible but in no event longer than 24 hours.
- d. “Mandated reporter” means any school personnel who knows or has reason to believe a child is being maltreated or has been maltreated within the preceding three years.
- e. “Mental injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.
- f. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:
 - i. failure by a person responsible for a child’s care to supply a child with

necessary food, clothing, shelter, health care, medical, or other care required for the child's physical or mental health when reasonably able to do so;

- ii. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
- iii. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child's own basic needs or safety, or the basic needs or safety of another child in his or her care;
- iv. failure to ensure that a child is educated in accordance with state law, which does not include a parent's refusal to provide his or her child with sympathomimetic medications;
- v. prenatal exposure to a controlled substance as defined in state law used by the pregnant person for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the pregnant person at delivery or the child's birth, medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
- vi. medical neglect as defined by Minnesota Statutes section 260C.007, subdivision. 6, clause (5);
- vii. chronic and severe use of alcohol or a controlled substance by a person responsible for the care of the child that adversely affects the child's basic needs and safety; or
- viii. emotional harm from a pattern of behavior that contributes to impaired emotional functioning of the child, which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

Neglect does not occur solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care.

- g. "Nonmaltreatment mistake" occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minnesota Rules part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been

determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minnesota Rules chapter 9503.

- h. “Person responsible for the child’s care” means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- i. “Physical abuse” means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child’s care on a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child’s history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minnesota Statutes section 125A.0942 or 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian that does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minnesota Statutes section 121A.582.

Actions that are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions that result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child’s breathing; (6) threatening a child with a weapon, as defined in Minnesota Statutes section 609.02, subdivision 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner, in order to control or punish the child, or other substances that substantially affect the child’s behavior, motor coordination, or judgment, or that result in sickness or internal injury, or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint

not permitted under Minnesota Statutes section 609.379, including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minnesota Statutes section 121A.58.

- j. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, if known.
- k. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.
- l. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minnesota Statutes section 609.341, subdivision 15), or by a person in a current or recent position of authority (as defined in Minnesota Statutes section 609.341, subdivision 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor that constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation that requires registration under Minnesota Statutes section 243.166, Subd. 1b(a) or (b).
- m. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm; (2) been found to be palpably unfit; (3) committed an act that resulted in an involuntary termination of parental rights; (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative.

4. REPORTING PROCEDURES

- a. A mandated reporter shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.
- b. An oral report shall be made immediately by telephone or otherwise., The oral report shall be followed by a written report within 72 hours (exclusive of

weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing or investigating the report. Any report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment of the child if the person is known, the nature and extent of the maltreatment, and the name and address of the reporter.

- c. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- d. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- e. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- f. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- g. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.
- h. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. Knowingly or recklessly making a false report also may result in discipline.

5. INVESTIGATION

- a. The responsibility for assessing or investigating reports of suspected maltreatment rests with the appropriate state, county, or local agency or agencies. The agency responsible for assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged offender, and any other person with knowledge of the maltreatment for the purpose of gathering facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of the alleged offender or parent, legal guardian, or school official. The investigating agency, not the school, is responsible for

either notifying or withholding notification of the interview to the parent, guardian, or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.

- b. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- c. Except where the alleged offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable, and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- d. Where the alleged offender is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- e. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g.

6. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- a. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other

related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.

- b. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph a., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

7. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the duties relating to the reporting and investigation of such harassment or violence may be applicable.

8. DISSEMINATION OF POLICY AND TRAINING

- a. This policy shall appear in school personnel handbooks.
- b. The school district will develop a method of discussing this policy with school personnel.
- c. This policy shall be reviewed at least annually for compliance with state law.
~~The Superintendent is authorized to issue regulations for the implementation of this policy and to provide for such training for staff as is necessary to implement the policy. This policy shall be reviewed at least annually for compliance with state law.~~

Original Adoption:

05/10/1977

Revision Dates:

06/12/1984, 05/27/2008

Legal References:

- 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act – FERPA)
- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
- Minn. Stat. § 121A.58 (Corporal Punishment)
- Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
- Minn. Stat. § 609.221 et seq. (Assault)
- Minn. Stat. § 602.235 (Use of Drugs to Injure or Facilitate Crime)
- Minn. Stat. § 609.25 (Kidnapping)
- Minn. Stat. § 609.26 (Depriving Another of Custodial or Parental Rights)
- Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
- Minn. Stat. § 609.341 (Definitions [Criminal Sexual Conduct])
- Minn. Stat. § 609.342 et seq (Criminal Sexual Conduct)
- Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
- Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)

- Minn. Stat. § 626.557 et seq. (Reporting of Maltreatment of Vulnerable Adults)

MPS Policy Cross References:

- Policy 4200 (Personnel Data)
- Policy 5690 (Student Data)
- Policy 4002 (Harassment and Violence Prohibition)
- Policy 5201 (Bullying and Hazing Prohibition)
- Regulation 5635 A (Reporting Procedures)
- Regulation 5635 B (Definitions)

SECTION 2: ADOPTION “Policy 5637: Mandated Reporting Of Maltreatment Of Vulnerable Adults” of the Minneapolis Public Schools Policies & Regulations is hereby *added* as follows:

ADOPTION

Policy 5637: Mandated Reporting Of Maltreatment Of Vulnerable Adults(*Added*)

1. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

2. GENERAL STATEMENT OF POLICY

a. The policy of the school district is to comply fully with Minnesota Statutes section 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.

b. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

3. DEFINITIONS

a. “Abuse” means:

b. “Caregiver” means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.

c. “Common entry point” means the entity responsible for receiving reports of alleged or suspected maltreatment of a vulnerable adult and designated by the Commissioner of the Minnesota Department of Human Services as the MN Adult Abuse Reporting Center (MAARC).

d. “Financial Exploitation” means a breach of a fiduciary duty by an actor’s unauthorized expenditure of funds entrusted to the actor for the benefit of the

- vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.
- e. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.
 - f. "Mandated reporter" means a professional or professional's delegate while engaged in education.
 - g. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.
 - h. "Neglect" means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct.
 - i. Neglect also means the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minnesota Statutes section 626.5572, Subd. 17.
 - j. "School personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
 - k. "Vulnerable adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minnesota Statutes chapter 245A, except as excluded under Minnesota Statutes section 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or whether any type of service is received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to provide adequately for the individual's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

4. REPORTING PROCEDURES

- a. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.
- b. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- c. The report shall, to the extent possible, identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose not public data, as defined under Minnesota Statutes section 13.02, to the extent necessary to comply with the above reporting requirements.
- d. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- e. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- f. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

5. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

6. DISSEMINATION OF POLICY AND TRAINING

- a. This policy should appear in school personnel handbooks as appropriate.
- b. The school district will develop a method of discussing this policy with employees as appropriate.
- c. This policy should be reviewed at least annually for compliance with state law.

Minneapolis Public Schools

List A: All Employees: Tuesday, May 9, 2023

Hiring - Licensed

Jessica Adams	Early Contract Hires	Teacher, Elementary	4/3/2023
Thomas Amon	Early Contract Hires	Teacher, Elementary	4/3/2023
Benjamin Anderson	Early Contract Hires	Teacher, Math	4/3/2023
Aaron Bingea	Early Contract Hires	Teacher, Math	4/3/2023
Lindsay Brooks	Early Contract Hires	Teacher, English Second Language	4/3/2023
Ronald Buck	Early Contract Hires	Teacher, Physical Education	4/3/2023
Laura Byard	Early Contract Hires	Teacher, Elementary	4/3/2023
Freda Caldwell	Early Contract Hires	Teacher, Elementary	4/3/2023
Kelly Collar	Early Contract Hires	Teacher, Elementary	4/3/2023
Megan Crawford	Early Contract Hires	Teacher, Elementary	4/3/2023
Christine Declene	Sanford Middle	Teacher, English	4/11/2023
Michele Edwins	Early Contract Hires	Teacher, TOSA General	4/3/2023
Lukas Ekelund	Early Contract Hires	Teacher, TOSA General	4/3/2023
Justin Ellenson	Early Contract Hires	Teacher, Special Education	4/3/2023
Taylor Flandrick	Early Contract Hires	Teacher, Physical Education	4/12/2023
Madeleine Flom Staab	Early Contract Hires	Teacher, Elementary	4/3/2023
Carmen Garrigos	Early Contract Hires	Teacher, Elementary	4/3/2023
Andrew Gross	Early Contract Hires	Teacher, Physical Education	4/3/2023
Lynn Grundtner	Edison High	Teacher, Special Education	4/10/2023
Laura Hanlon	Early Contract Hires	Teacher, TOSA General	4/3/2023
Julie Hansen	Early Contract Hires	Teacher, Elementary	4/3/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, May 9, 2023

Hiring - Licensed

Samuel Hanson	Early Contract Hires	Teacher, Elementary	4/3/2023
Chong Her	Early Contract Hires	Teacher, TOSA General	4/3/2023
David Hilgendorf	Early Contract Hires	Teacher, TOSA General	4/3/2023
Cynthia Hilmoe	Early Contract Hires	Teacher, Elementary	4/3/2023
Haley Hogan	Early Contract Hires	Teacher, Elementary	4/3/2023
Parker Holmboe	Sanford Middle	Teacher, Social Worker	3/20/2023
Adam Hulst	Early Contract Hires	Teacher, Elementary	4/3/2023
Jordy Ildvad	Early Contract Hires	Teacher, TOSA General	4/3/2023
Julie James	Early Contract Hires	Teacher, Elementary	4/3/2023
Wilber Johnson	Early Contract Hires	Teacher, Physical Education	4/3/2023
Gabrielle Klinkenborg	Early Contract Hires	Teacher, English Second Language	4/3/2023
Madeline Kronmiller	Early Contract Hires	Teacher, Elementary	4/3/2023
Wendy Lee	Early Contract Hires	Teacher, TOSA General	4/25/2023
Domenica Llerena Correa	Early Contract Hires	Teacher, TOSA General	4/3/2023
Jennifer Loepfe	Early Contract Hires	Teacher, TOSA General	4/3/2023
Mariana Londono Londono	Early Contract Hires	Teacher, World Languages (Spanish)	4/3/2023
Ryan Lyrek	Early Contract Hires	Teacher, Elementary	4/3/2023
Stacy Macdonald	Early Contract Hires	Teacher, TOSA General	4/3/2023
Jose Martinez	Early Contract Hires	Teacher, English Second Language	4/3/2023
Elisabeth Michaud	Early Contract Hires	Teacher, Elementary	4/3/2023
Jennifer Nevers	Early Contract Hires	Teacher, TOSA General	4/3/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, May 9, 2023

Hiring - Licensed

Anthony Newes	Adult Basic Education	Teacher, TOSA Adult Basic Ed	4/10/2023
Marianna Odoy	Early Contract Hires	Teacher, English Second Language	4/3/2023
Arielle Rocca	Henry High	Teacher, Work Experience Coordinator	4/17/2023
Marc Rosson	Early Contract Hires	Teacher, Physical Education	4/3/2023
Angela Sanchez	Early Contract Hires	Teacher, TOSA General	4/3/2023
Hannah Schulthess	Early Contract Hires	Teacher, Elementary	4/3/2023
Veronica Silva	Early Contract Hires	Teacher, Special Education	4/3/2023
Nicole Snoberger	Early Contract Hires	Teacher, Elementary	4/3/2023
Alexandra Stevens	Early Contract Hires	Teacher, Elementary	4/3/2023
Jennifer Sticha	Early Contract Hires	Teacher, English Second Language	4/3/2023
Talia Strand	Early Contract Hires	Teacher, Elementary	4/3/2023
Magdalen Thulson	Early Contract Hires	Teacher, Elementary	4/3/2023
Julia Thureau	Early Contract Hires	Teacher, TOSA General	4/3/2023
Hannah Treptow	Early Contract Hires	Teacher, Elementary	4/3/2023
Breanna Vasquez-Hansen	Early Contract Hires	Teacher, Art	4/3/2023
Mikayla Voelker	Early Contract Hires	Teacher, TOSA General	4/3/2023
Clara Waibel	Early Contract Hires	Teacher, Elementary	4/3/2023
Olivia Watzke	Early Contract Hires	Teacher, TOSA General	4/3/2023
Seth Wester	Early Contract Hires	Teacher, English Second Language	4/3/2023
Allison Young	Early Contract Hires	Teacher, TOSA General	4/3/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, May 9, 2023

Hiring - Non Licensed

Liseth Cazales Pelaez	Teen Parent Services	Family Learning Assist Child Care Worker	4/10/2023
Keith Clark	Engineers, Zone 2	Custodian	5/1/2023
Joshua Collins	Hall Academy Elementary	Special Education Assistant	4/26/2023
Amanda Diep	Bethune Elementary	Associate Educator	5/1/2023
Brooke Dierkhising	Accounts Payable & Vendor Support	Accounts Payable Specialist	4/17/2023
Marilyn Evenmo	Materials Handling	Materials Handler	4/10/2023
Duke Fokuo	Finance	Executive Director, Finance	4/12/2023
Nylah Gits	Minneapolis Kids	Child Care Assistant	4/18/2023
Benjamin Glover	Anthony Middle	Associate Educator	5/1/2023
Margaret Goodwin	Cityview Elementary	Special Education Assistant	4/19/2023
Asha Haji	Sullivan PK-8	Associate Educator	4/10/2023
Tofiq Hassan	Engineers, Zone 2	Custodian	4/25/2023
Rosetta Henderson	CWS, Site Group 6 - Southeast	Food Service Assistant	5/4/2023
Kermanche Horton	Engineers, Zone 2	Custodian	4/25/2023
Isaiah Hudson	Engineers, Zone 2	Custodian	4/25/2023
Christopher Lee	Pillsbury Elementary	Special Education Assistant	4/18/2023
Taylor Marks	Research, Evaluation & Assessment	Evaluation Specialist	5/1/2023
Esmeralda Martinez	CWS, Site Group 3 - Central West	School Cook	4/20/2023
Ciayra Mcmillan	River Bend Education Center	Special Education Assistant	5/1/2023
Ellen Meendering	Armatage Elementary	Special Education Assistant	4/10/2023
Clinton Mosley III	CWS, Site Group 4 - Central East	Food Service Assistant	4/13/2023

Minneapolis Public Schools

List A: All Employees: Tuesday, May 9, 2023

Hiring - Non Licensed

Shilah Oda	Minneapolis Kids	Child Care Assistant	4/24/2023
Kjell Randa	Budget Operations	Budget/Finance Specialist	4/17/2023
Davide Raso	KBEM Radio	Radio Broadcast Engineer	4/19/2023
Willie Rodgers	Engineers, Zone 2	Custodian	4/25/2023
Said Said	CWS, Site Group 3 - Central West	Food Service Assistant	4/13/2023
Brennan Schaeppi	Marcy Elementary	Special Education Assistant	5/1/2023
Katro Somow	Seward Elementary	Special Education Assistant	5/1/2023
Sarah Spinks	Early Childhood Special Education	Special Education Assistant	4/24/2023
Amanda Stelter	SEA Cadre	Special Education Assistant	4/10/2023
Justin Toliver	Equity & School Climate	Program Coordinator, Out4Good	5/1/2023
Henry Tyus	Engineers, Zone 1	Custodian	5/1/2023
Trent Walsh	Payroll	Payroll Analyst	5/2/2023
Tomica Williams	Harrison Education Center	Special Education Assistant	4/10/2023
Shoa Yang	Student Placement Services	Student Enrollment & Retention Spec.	4/10/2023

Discharges

Licensed

Teacher	05-09-2023	2023-05-ER-5524
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Non-Licensed

Probationary Separations

Licensed

Teacher	06-30-2023	2023-05-ER-5683
Teacher	06-30-2023	2023-05-ER-5690
Teacher	06-30-2023	2023-05-ER-5680
Teacher	05-28-2023	2023-05-ER-5656
Teacher	06-30-2023	2023-05-ER-5681
Teacher	04-26-2023	2023-05-ER-5573
Teacher	06-30-2023	2023-05-ER-5684
Teacher	06-30-2023	2023-05-ER-5685
Teacher	06-30-2023	2023-05-ER-5679
Teacher	06-30-2023	2023-05-ER-5682
Teacher	06-08-2023	2023-05-ER-5597

Licensed, Staff Reduction

Non-Licensed

Health Services Assistant	04-12-2023	2023-05-ER-5628
Teacher	06-30-2023	2023-05-ER-5686
Specialist	05-01-2023	2023-05-ER-5665
Program Specialist	04-13-2023	2023-05-ER-5632
Special Education Assistant	04-28-2023	2023-05-ER-5655
Associate Educator	04-26-2023	2023-05-ER-5652
Consultant	05-05-2023	2023-05-ER-5678
Special Education Assistant	04-20-2023	2023-05-ER-5643

Non-Licensed, Staff Reduction

Licensed, Discontinuance of Contract

Layoffs

Licensed

Non-Licensed

Administrative Contract Non-Renewals

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

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and BerganKDV dated 2/23/2023 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and BerganKDV (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and BerganKDV (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2022 through 6/30/2023 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001390

1. *Original contract amount:* \$136,325.00
2. *Accumulative contract amount:* \$140,650.00

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

Section 3:1 District total obligation to contractor under this contract, including compensation for goods, services, and reimbursement expenses shall not exceed \$ 140,650.00. Contracts shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this contract.

Description: The reason to increase the PO#2100071089 for a total of \$4325 is to pay an open invoice#1183578 for \$45950 that is short by \$4325.

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

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Ibrahima Diop

Title: Senior Officer of Finance & Operations

Date: _____

BerganKDV:

Andrew Grice

Signature: _____

Name: Andrew Grice

Title: Audit Partner

Date: 4/14/2023



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR SERVICES – \$25,000 above

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and IDream TV “Contractor” (collectively “parties”) to provide live video and production of MPS School Board of Education meeting, Committee of the Whole meeting, high school graduations and additional public meetings as determined by the Board of Education/ Superintendent or designee. The information will be accessible to families who cannot be present at events/meetings to District-wide.

TERM OF CONTRACT

- 1.1 This Contract is effective on August 4, 2023 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30 2024, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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



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SRM: 4400001707

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3.1 *Total Obligation*

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$140,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment*

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

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

3.3 *Taxes.*

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

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

3.4 Fund Availability; Federal Funds Contingency.

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

4 GENERAL TERMS AND CONDITIONS

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

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

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

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

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

7.2 Contractors that provide school-issued devices for student use and directly or indirectly create, receive, or maintain educational data incidental to performing their duties under this Contract shall also sign **Exhibit C** (“Student Data Privacy”). “School-issued devices,” as used herein, refers to hardware or software that is provided to an individual student for that student's dedicated personal use, and includes devices issued through a one-to-one program.

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor

shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

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

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional

liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILITY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

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

18 TERMINATION

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

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

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

19 RETURN OF DATA

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

20 RECORDS MANAGEMENT AND MAINTENANCE

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

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Communications
Attn: Sharifa Urey
1250 W Broadway
Minneapolis, MN 55411
Email: Sharifa.urey@mpls.k12.mn.us

CONTRACTOR

Edie French
President/CEO
Phone: 612.789.3500
Address: [Click or tap here to enter text.](#) 2355 Harding Street NE, Minneapolis, MN 55418
Email: edie@idream.tv

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such



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withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

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

23 ASSIGNMENT

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

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

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

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further

represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

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

27 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Ryan Strack

(Printed)

Title: Assistant to the Superintendent & Board

Date: _____

CONTRACTOR NAME

Signature: *Edith K. French*

Name: Edie French

(Printed)

Title: President/CEO

Date: 5/1/23

Exhibit A:

Deliverables:

Digital records of formal board interactions Digital records of graduation ceremonies

Service Outcome:

Information will be accessible to families

Method of Evaluation:

Accessibility & existence of the digital records

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Payments will be completed when services are complete.

[The remainder of this page intentionally left blank.]

EXHIBIT C: STUDENT DATA PRIVACY

As used in this exhibit, the term “educational data” shall have the meaning ascribed to it under the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. § 13.32 as amended.

1. Contractor acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the services described in this Contract is subject to the requirements of the MGDPA, Minn. Stat. ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall be subject to all civil remedies available under the MGDPA, Minn. Stat. § 13.08 as amended, for any violation of these obligations.
2. No educational data created, received, maintained, or disseminated by Contractor pursuant or incidental to this Contract shall become or be considered property of the Contractor. Any such educational data shall remain the property of the District.
3. If educational data maintained by Contractor pursuant or incidental to performance of this Contract are subject to a breach of security of the data, as that term is defined by the MGDPA, Minn. Stat. § 13.055 as amended, Contractor shall, upon discovering such breach, provide the District with all information necessary for the District to fulfill its obligations under the MGDPA.
4. Contractor shall not sell, share, or disseminate educational data, except as permitted under the MGDPA, Minn. Stat. § 13.32 as amended, or as part of a valid delegation or assignment of this Contract, if the terms of the Contract permit delegation or assignment. Any assignee or delegee must separately execute this Exhibit and is bound by the same terms.
5. Contractor shall not use educational data for any commercial purpose, including but not limited to marketing or advertising to a student or parent.
 - a. The term “commercial purpose,” does not include providing the specific services agreed upon in this Contract.
 - b. Contractor may use deidentified aggregate information for the purpose of improving, maintaining, developing, supporting, or diagnosing the Contractor’s site, service, or operation, as long as all direct and indirect identifiers have been removed from the data prior to use.
6. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only have access to educational data if authorized.

7. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only be authorized to access educational data if such access is necessary to fulfill their official duties in the performance of this Contract.
8. Unless renewal of the Contract is reasonably anticipated, Contractor shall destroy or return all educational data created, received, or maintained pursuant or incidental to the Contract within 90 days of the expiration of this Contract.
9. Contractor shall abide with all the requirements and restrictions of Minn. Stat. § 13.32, as amended, that pertain to or address technology providers. Contractor shall be considered a “technology provider” for purposes of Section 13.32.

BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE TERMS OF THIS EXHIBIT, THAT THESE TERMS ARE PART OF ITS CONTRACT WITH THE DISTRICT, AND THAT IT AGREES TO BE BOUND BY AND ABIDE BY THESE TERMS.

[CONTRACTOR NAME]



Signature

Edie French

Name

President & CEO

Title

5/1/23

Date

**AMENDMENT TO CONTRACT BETWEEN: SPECIAL
SCHOOLS DISTRICT NO.1 AND
iFixYouri Corp.**

This Amendment (“Amendment”) to the Contract between Special School District No. 1 and **iFixYouri Corp.** dated 5/9/2023 (“Contract”) is made and entered into by and between Special School District No.1 (“District”) and **iFixYouri Corp.** (“Contractor”) (collectively “parties”).

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law (“District”) and **iFixYouri Corp.** (“Contractor”) entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2022 through 6/30/2024 (“Contract”), and

WHEREAS, the Parties now desire to amend the Contract number: SRM: 4400001422

1. *Original contract amount:* \$500,000.00 (\$250,000.00 per year)
2. *Accumulative contract amount:* \$750,000.00 (additional \$100,000.00 for FY23 and \$150,000.00 for FY24)

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

Section: Section 3.1

Description: District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$750,000.00 with \$350,000.00 to be spent in year 1 of the contract and \$400,000.00 in year 2. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

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

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Justin Hennes

Title: Senior Information Officer

Date: _____

iFixYouri Corp.:

Signature: _____

Name: Click or tap here to enter text. *Michelle Zaunig*

Title: Click or tap here to enter text. *CFO*

Date: 05/02/23

Updated January, 2020



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Lyndale, Security and HVAC FY19

AGREEMENT INFORMATION:
Date: 12/08/2020

AMENDMENT INFORMATION:
Amendment Number: 007
Date: 3/21/2023

OWNER: *(name and address)*
Minneapolis Public Schools - SSD#001
1250 West Broadway Avenue,
Minneapolis, MN 55411

ARCHITECT: *(name and address)*
Pope Architects
767 Eustis St., Ste#190
Saint Paul, Mn. 55105

The Owner and Architect amend the Agreement as follows:

Amendment #007:

Additional Services due to Remodel Classroom #234 from Computer Lab to General Classroom.

TOTAL for Amendment #007: ADD \$5,400.00 to Pope's Contract with MPS

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Original Contract amount - \$494,348.00

Amendment #001: \$33,243.00 - Increased project scope

Amendment #002: \$8,750.00 - Bring on True north as security consultant under pope

Amendment #003: \$8,425.00 - School going from Duel Fuel to Firm Fixed Gas. Pope had to bring on Civil Engineering Firm - Pierce Pini

Amendment #004: \$48,750.00 - Split Project into 2 Phases and Redesign effort by Pope Team to accomplish

Amendment #005: \$173,230.00 - Additional Services Proposed for Phases 2, 3 & potentially 4 with Best Value Approach.

Amendment #006: \$54,598 - Multiple Unforeseen Structural, Additional A/E time & Re-Design Services.

TOTAL for Amendment #007: ADD \$5,400.00 to Pope's Contract with MPS

Proposed Amendment #007: \$5,400.00

Total Proposed Contract for Pope Architects: \$826,744.00

Schedule Adjustment:

360 Days

SIGNATURES:

Pope Architects
ARCHITECT *(Firm name)*

SIGNATURE

Gonzalo Villares - Principal
PRINTED NAME AND TITLE

3/27/2023
DATE

Minneapolis Public Schools
OWNER *(Firm name)*

SIGNATURE

Ibrahima Diop, Sr. Finance and Operations Officer

PRINTED NAME AND TITLE

DATE



Capital Planning, Construction & Maintenance Department

Construction Contract Change Order Cover Sheet

Project Information

Contractor	Sheehy Construction	Date	3/27/2023
Project Name	FY21 Justice Page Middle School Renovation	Project No.	21PAGE001
Contract Approval Date:	1/11/2022	OP Number	22-2211

Summary

Original Contract Amount	\$ 5,368,300.00	Date of Substantial Completion	8/19/2022
Board Authorized Amount	\$ 6,322,425.79		

Summary of Change Orders		
Change Order #1	\$ 28,565.08	PR#001, 002, 003 and 005
Change Order #2	\$ 507,694.46	PR#004, 006, 007 and 010 COR 001-006, 009
Change Order #3	\$ 110,491.02	Additions and deductions to accommodate existing conditions.
Change Order #4	\$ 0.00	
Change Order #5	\$ 307,375.23	Additions and deductions to accommodate existing conditions.
Change Order #6	\$ 46,587.15	Additions and deductions to accommodate existing conditions.
TOTAL OF CHANGE ORDERS		\$ 1,000,712.94

AMOUNT OF THIS CHANGE ORDER #	6	\$46,587.15
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Additions and deductions to accommodate existing conditions.

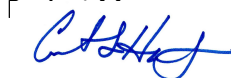
TOTAL CHANGE ORDERS TO DATE \$ 1,000,712.94

REVISED CONTRACT AMOUNT \$ 6,369,012.94


REVISED DATE OF SUBSTANTIAL COMPLETION N/A

DATE OF BOARD ACTION 4/11/2023

Reviewed By: Diedra Geye Date: 3/27/2023

Reviewed By:  Date: 3/28/2023
Executive Director, CPCM

Approved By: Girish Bhatnagar Date: 3/29/2023
Director of Contracts and Payroll

Approved By:  Date: 4/28/23
Senior Financial Officer



AIA®

Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Justice Page Middle School Addition and Renovation 10 West 50 th St. Minneapolis, MN 55419	CONTRACT INFORMATION: Contract For: General Construction Date: 12/15/2021	CHANGE ORDER INFORMATION: Change Order Number: 006 Date: 02/23/2023
OWNER: <i>(Name and address)</i> Minneapolis Public Schools, SSD No.1 1250 West Broadway Avenue Minneapolis, MN 55411	ARCHITECT: <i>(Name and address)</i> Miller Dunwiddie 100 Washington Ave. S., Suite 500 Minneapolis, MN 55401	CONTRACTOR: <i>(Name and address)</i> Sheehy Construction Co. Inc 360 Larpenteur Ave. W., Suite 200 St. Paul, MN 55113

THE CONTRACT IS CHANGED AS FOLLOWS:

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

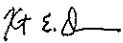

The Contract is changed as follows:

The original Contract Sum was	\$ 5,368,300.00
The net change by previously authorized Change Orders	\$ 954,125.79
The Contract Sum prior to this Change Order was	\$ 6,322,425.79
The Contract Sum will be increased by this Change Order in the amount of	\$ 46,587.15
The new Contract Sum including this Change Order will be	\$ 6,369,012.94

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

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

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

<u>Miller Dunwiddie</u> ARCHITECT <i>(Firm name)</i>	<u>Sheehy Construction Co. Inc.</u> CONTRACTOR <i>(Firm name)</i>	<u>Minneapolis Public Schools</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Kermit Duncan, Architect	Blair Juliar, Vice President	Ibrahima Diop, Senior Officer of Finance and Operations
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
<u>02/23/2023</u> DATE	<u>3/7/23</u> DATE	 DATE

Minneapolis Public Schools Project: OP# 22-2211		Justice Page Middle School Renovation and Addition		Miller Dunwiddie Project #MPS2101		
		Change Order #06: Summary		GC: Danial Hannover, Sheehy Construction		
CO Item #	Ref #	Date	Description	Reason for change	Result (Add / Deduct)	Construction Cost Change
1.0	PR 018	11/8/2022	Misc Casework and Orchestra Wall	Owner Request	ADD	\$ 8,257.06
2.0	PR 020	11/8/2022	Misc Casework and Conduit Painting	Owner Request	ADD	\$ 15,301.26
3.0	PR 021	12/7/2022	110 Shelves, Misc Exterior Improvements, Stone Wrap	Owner Request	ADD	\$ 12,934.99
4.0	PR 022	2/8/2023	South Stairway Finishes	Owner Request	ADD	\$ 15,655.58
5.0	COR 017	7/12/2022	RFI's 38 & 40 Mud/ Mat Soil Remediation	Corrective Work	REJECTED	\$ -
6.0	COR 027	11/15/2022	RFI 95 - Flooring in 316	Coordination with Subsequent Work	ADD	\$ 13,691.43
7.0	COR 028	8/4/2022	RFI 113 - Exterior Stone	Coordination with Subsequent Work	ADD	\$ 1,879.05
8.0	COR 039	2/16/2023	RFI - 126 Elevations at Exterior Walks	Coordination with Subsequent Work	ADD	\$ 6,475.62
9.0	COR 049	12/23/2022	RFI 142 - Door 08 Fire Alarm/Door Holds	Coordination with Subsequent Work	ADD	\$ 10,417.17
10.0	COR 050	1/16/2023	RFI 32 - Stone Band at Existing Exterior Face	Coordination with Subsequent Work	DEDUCT	\$ (440.00)
11.0	COR 051	1/17/2023	RFI - 118 Site Removals at SW Corner of Parking Lot and 122 Preserved Tree Next to Cut Line	Coordination with Subsequent Work	ADD	\$ 3,385.80
12.0	COR 052	11/4/2022	Substitution of Decorative Film for Fritted Glass	Contractor Request	DEDUCT	\$ (317.00)
13.0	COR 053	2/16/2023	Window Cover Sealant Credit	Contractor Request	DEDUCT	\$ (482.57)
14.0	COR 054	2/17/2023	Existing Plaster Correction	Owner Request	ADD	\$ 5,828.76
15.0	-	2/17/2023	Negotiated Credit	Miscellaneous	DEDUCT	\$ (46,000.00)
Total Change Order Amount						\$ 46,587.15
Original Contract Amount				\$	5,368,300.00	
Net change by previous change orders				\$	954,125.79	
Contract amount prior to this change order				\$	6,322,425.79	
Total Contract Amount With Change Order						\$ 6,369,012.94

PR-18 (REV 03)

DESCRIPTION: Pricing for PR-18.
 - Utilizing the extra 21" cabinets that H2I has on sand.

Schedule Impact: 3 Week Lead Time for Casework Outside of the Science Rooms

PROJECT : MPS - Justice Page
DATE : 11/30/22 **TIME** 13:28:45
PROJECT MANAGER: Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
Wasche	1	LS			908.00	0.00	0.00	908.00
Mulcahy-Nickolaus	1	LS			2407.32	0.00	0.00	2407.32
St Germain's	1	LS			1185.00	0.00	0.00	1185.00
H2I	1	LS			1611.50	0.00	0.00	1611.50
						0.00	0.00	0.00
Install P-Lam Shelf						0.00	0.00	0.00
- Carpenter (Premium Time)	4	HR	145.50	10.00		582.00	43.10	0.00
Relocate Mailboxes						0.00	0.00	0.00
- Carpenter	6	HR	97.00	5.00		582.00	32.33	0.00
						0.00	0.00	0.00
Remove Projector/Screen						0.00	0.00	0.00
- Labor	2	HR	97.00			194.00	0.00	0.00
- Material	1	LS		30.00		0.00	32.33	0.00
Access Panel						0.00	0.00	0.00
- Labor	0	HR	97.00			0.00	0.00	0.00
- Material	0	LS		250.00		0.00	0.00	0.00
						0.00	0.00	0.00
Sheet Metal (<i>Removed in PR-19</i>)	1	LS			0.00	0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								
SUBTOTALS						\$ 1,358.00	\$ 107.75	\$ 6,111.82

TOTAL LABOR	\$ 1,358.00
TOTAL MATERIAL	\$ 107.75
TOTAL SUBCONTRACTS	\$ 6,111.82

SUBTOTAL **\$ 7,577.57**

10% O&P on Labor and Material:	\$ 1,465.75	\$ 146.58
5% O&P on Subcontracts:	\$ 6,111.82	\$ 305.59
3% Bond/Insurance:	\$ 7,577.57	\$ 227.33

TOTAL **\$ 8,257.06**

Danial Hannover

From: Curtis Vickberg <CVickberg@H2IGroup.com>
Sent: Wednesday, October 26, 2022 2:04 PM
To: Danial Hannover
Subject: RE: PR 018 - Misc Casework and Orchestra Wall

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

Dan,

PR 18 appears to represent 2 cabinets, and 2ft of counter top. Cabinet material would be roughly \$845, plus \$325 freight, epoxy \$340 + 325 Freight. Installation \$800. Add taxes if applicable.

There is an extra 21" extra base, and 3 upper cabinets back at our warehouse – we're seeing if those could work for this PR for quicker turnaround.

Thanks,

Epoxy Top: \$665.00
Installation: \$800.00
10%: \$146.50
Total: \$1,611.50



Curtis Vickberg | Senior Project Manager
Office/fax: 612-362-2138 | Cell: 612-910-9605
CVickberg@H2IGroup.com | h2igroup.com
430 Industrial Blvd., Minneapolis, MN 55413



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From: Curtis Vickberg
Sent: Wednesday, October 26, 2022 1:17 PM
To: Danial Hannover <daniel.hannover@sheehyconstruction.com>
Subject: RE: PR 018 - Misc Casework and Orchestra Wall

Hi Dan,

Working on this now

Thank you,

From: Danial Hannover <daniel.hannover@sheehyconstruction.com>
Sent: Wednesday, October 26, 2022 1:16 PM
To: Curtis Vickberg <CVickberg@H2IGroup.com>
Subject: RE: PR 018 - Misc Casework and Orchestra Wall
Importance: High


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

PROPOSED CONTRACT CHANGES

Date: <u>Thursday, September 8, 2022</u>	Project Name: <u>Justice Page Middle School</u>
To: <u>Sheehy Construction</u>	Mul-Nic Job # <u>22033</u>
Attn: <u>Danial Hannover</u>	Mul-Nic FWO # <u>PR 18</u>
Address: <u>360 West Larpenteur Avenue</u>	Reference # _____
<u>Saint Paul, MN 55113</u>	Reference Date: <u>6/29/2022</u>

Description of work ADDED / DELETED:	Furred Wall at Orchestra Room with Steel Stud, Plywood, and Gyp Board.

Labor:			
Foreman:	0	Hours @ \$110.00 / Hour	\$0.00
Carpenter:	6	Hours @ \$105.00 / Hour	\$630.00
Taper:	12	Hours @ \$105.00 / Hour	\$1,260.00
Plaster:	0	Hours @ \$105.00 / Hour	\$0.00
Painter:	0	Hours @ \$105.00 / Hour	\$0.00
Overtime:	0	Hours @ \$36.00 / Hour	\$0.00
Total Labor Cost			\$1,890.00

Materials and Equipment:			
Mulcahy-Nickolaus owned equipment % of Labor Cost:	0%		\$0.00
Materials:			\$277.00
Equipment Rental:			\$0.00
<i>Material Subtotal:</i>			\$277.00
<i>Add % Sales Tax:</i>			7.75% \$21.47
Total Material Cost:			\$298.47

General Conditions:			
Per Diem (Parking):			\$0.00
Delivery Expense:			\$0.00
Total General Conditions Cost:			\$0.00

Overhead, Profit and Bonding			
			\$2,188.47
<i>Labor, Material, Equipment & General Conditions Subtotal</i>			
	15% 10%	\$328.27	\$218.85
Total Cost Plus OH&P			\$2,516.74 \$2,407.32
<i>Bond (if required):</i>			0% \$0
Grand Total Add:			\$2,517 \$2,407.32
<i>TOTAL MATERIALS, EQUIPMENT, GENERAL CONDITIONS & BOND:</i>			\$627
<i>TOTAL LABOR:</i>			\$1,890

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

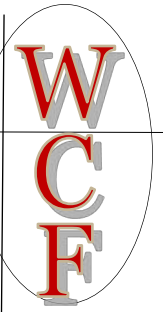
Respectfully,

Devin Mulcahy - Project Manager

Wasche Commercial Finishes, Inc.

Commercial Painting & Wallcovering

21335 Aberdeen Street NE
East Bethel, MN 55011
Office: 763-434-8812
Fax 763-434-8858



CHANGE REQUEST

DATE:	9/8/2022	PROJECT:	MSP Justice Page
TO:	Sheehy	WCF JOB#::	7358
ATTN:	Dan Hannover	SUBMITTED BY:	Jeremy Click

PROPOSED CHANGE:

PR #18 Painting at south wall in 009, south wall 011 and sheet metal chase in open office

TOTAL PROPOSED CHANGE AMOUNT: \$908.00

APPROVED BY: _____ DATE: _____

Wasche Office Use Only:

WCF CR#: _____

Change Status to Approved

GC CO # _____

AIA: Y or N

Not Approved



St. Germain Casework
 5724 Miller Trunk Highway
 Duluth MN 55811-1238
 218 624-1234

Change Order

Order#: 5

Order Date: 10/24/2022

License:

To: Sheehy Construction Company
 360 West Larpenteur Ave
 Suite 200
 St. Paul MN 55113

Project: 47251
 Justice Page Middle School
 10 West 50th Street
 Minneapolis MN 55419

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Ordered By: 210 William McDuffie

Customer Order:

Specifications Attached

Description of Work	Amount
PR 018 Add 24" x 135" p-lam shelf on steel support brackets for microscope storage per PR 018.	586.00
Delivery	599.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

\$1,185.00

Owner: _____ Date: _____
 Contractor: _____ Date: _____



PROPOSAL REQUEST

PR 018 R1

Date:	11/8/2022
Project:	Justice Page Middle School Addition and Renovation Miller Dunwiddie Project No. MPS2101
RE:	PR 018
To:	Danial Hanover, Sheehy Construction
From:	Laura Stene

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

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

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

DESCRIPTION

1. A110

- a. Storage (117)
 - i. Provide a 12" deep PLAM 1 or WD 1 shelves with metal brackets. Field verify dimensions. Match mounting height, appearance and style, including finishes, of existing shelving in storage room. Evaluate existing blocking for re-use – provide additional blocking if needed. Install shelf at an elevation that is not in conflict with existing hooks.

2. A400/I202

- a. Lounge (009):
 - i. Remove mailboxes from the east wall and re-install the mailboxes on the South wall at a lower the mounting height – coordinate height with owner.
 - ii. White board relocated from the South wall to the East wall.
 - iii. Remove projector screen on South wall. Patch to match finish and texture and paint to match.
- b. Orchestra Room (011)
 - i. Furr out infilled opening in Orchestra Room (011) to create a continuous flush surface. Texture and paint to match.

3. ~~5D/410~~ Removed in PR 019

a. ~~Open Office~~

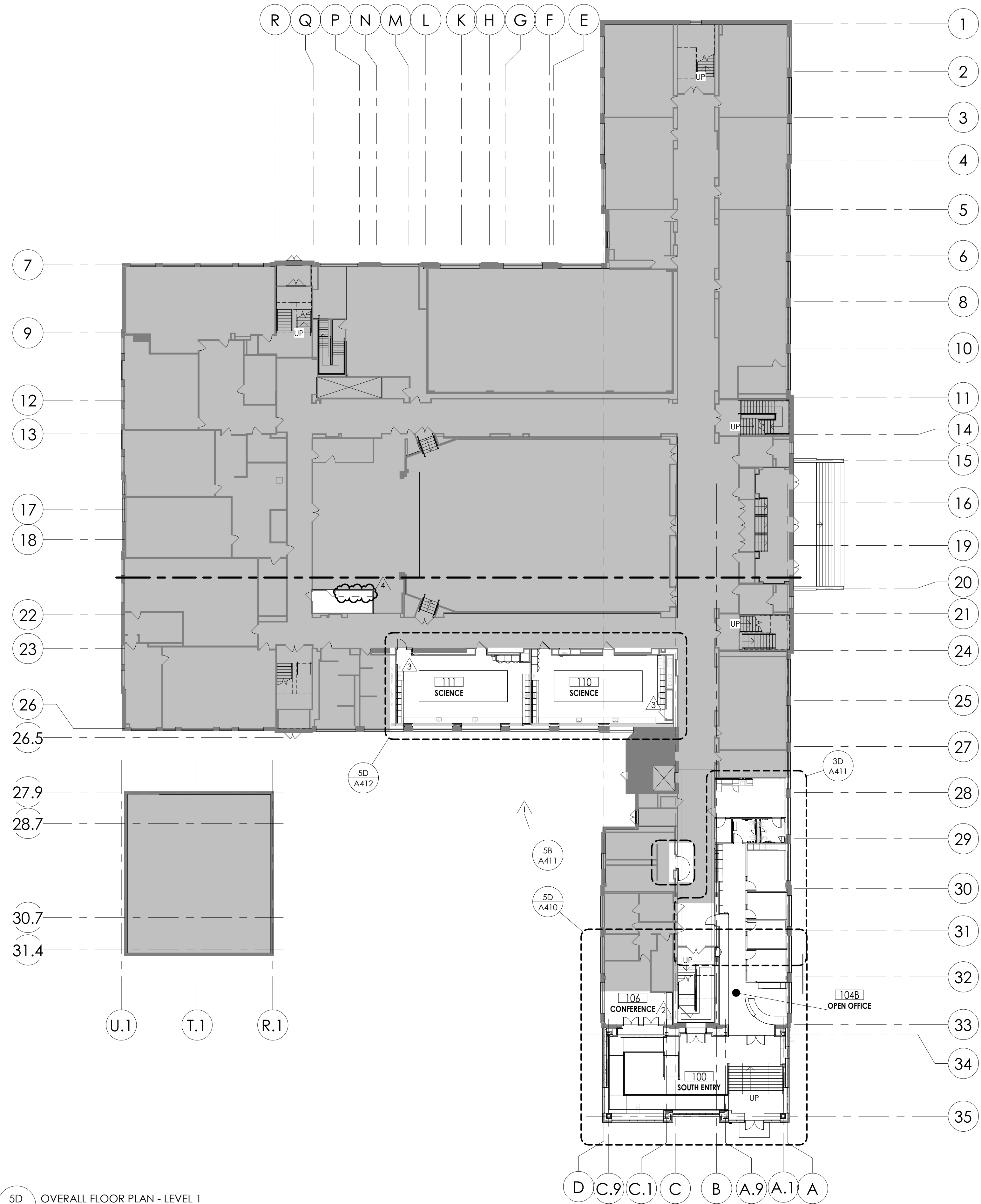
~~i. Provide sheet metal and install around exposed pipe and conduit above reception desk. Wrapping to be tight to minimize lost desk space. Paint sheet metal to match adjacent wall color. Use clear sealant or MD approved color sealant along wall and counter connections. Mechanic fasteners to be hidden or concealed as much as possible.~~

4. A412, 5A/I201
 - a. Science Room (111)
 - i. Provide lower and upper cabinets with an epoxy counter and wire pulls. Provide access panel in lower cabinet for plumbing cleanout. Field verify clean out location and submit shop drawings for review. Specifications, construction, finishes and style to match science casework in project scope.

ATTACHMENTS

- Drawings: A110, A400, A410, A412, I201, I202

C: Paul May, Miller Dunwiddie
Kermit Duncan, Miller Dunwiddie
Megan Miller, Miller Dunwiddie
Diedra Geye, MPS
Dave Weinzettl, Sheehy



5D A110 OVERALL FLOOR PLAN - LEVEL 1
1" = 20'-0"

- ### FLOOR PLAN NOTES
- SEE CODE PLANS FOR LOCATIONS OF RATED WALLS. SEE PARTITION TYPES (G201) AND WALL ASSEMBLIES (A310) FOR RATED ASSEMBLIES.
 - PARTITION TYPES DESCRIBE GENERAL REQUIREMENTS FOR INTERIOR WALL CONSTRUCTION AND DETAILS AND SHOW FRAMING FOR REFERENCE ONLY. REFER TO THE MANUFACTURER'S SPECIFICATIONS AND REQUIREMENTS OF APPLICABLE TESTING AGENCIES FOR SPECIFICS OF STUD ASSEMBLIES. PROVIDE HORIZONTAL BRACING OR BRACE TO COLUMN AS REQUIRED.
 - PARTITIONS REQUIREMENTS SHOWN ARE CONSIDERED TO BE MINIMUM STANDARDS, WHERE CONDITIONS OF THE WORK CAUSE PARTITION TO EXCEED LIMITS RECOMMENDED BY MANUFACTURER, REINFORCE PARTITION.
 - PENETRATIONS THROUGH RATED PARTITIONS AND CONNECTIONS OF THE PARTITIONS TO OTHER PORTION OF THE WORK SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDED DETAIL AND IN COMPLIANCE WITH APPLICABLE TESTING AGENCY REQUIREMENTS.
 - AT EXTERIOR WALLS, DIMENSIONS ARE TO FACE OF STEEL STUDS AND FACE OF CMU OR FACE OF EXTERIOR FINISH UNLESS SHOWN OR NOTED OTHERWISE.
 - AT INTERIOR PARTITIONS, DIMENSIONS ARE TO CENTER OF FRAMING AND TO GRID LINES OR CENTER LINE OF COLUMNS UNLESS SHOWN OR NOTED OTHERWISE.
 - WHERE A CLEAR DIMENSION OR OPENING IS REQUIRED OR NOTED, MEASURE DIMENSION TO FACE OF PARTITION FINISH.
 - UL NUMBERS MAY VARY DEPENDING ON THE MANUFACTURER OF COMPONENTS ACTUALLY USED.
 - PROVIDE 5/8" TYPE X GYPSUM BOARD UNLESS NOTED OTHERWISE.
 - WOOD BLOCKING TO BE INSTALLED IN WALLS FOR FUTURE DISPLAYS. REQUIREMENTS AND LOCATIONS TO BE COORDINATED WITH OWNER.
 - WOOD BLOCKING WITHIN ANY WALL SYSTEM SHALL BE FIRE RETARDANT TREATED.
 - DOOR FRAMES SHALL BE LOCATED 4" FROM ADJACENT WALL UNLESS NOTED OTHERWISE.

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

Paul G. May
Signature

Paul G. May
Name

11/22/2021
Date

19503
License #

PROJECT

JUSTICE PAGE MIDDLE SCHOOL ADDITION AND RENOVATION

MINNEAPOLIS PUBLIC SCHOOLS

MPS OP# 22-2211

10 WEST 50TH STREET
MINNEAPOLIS, MN 55419

REVISED

Mark	Date	Description
1	12/02/2021	ADDENDUM #1
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
2	7/14/2022	PR #011
3	7/22/2022	PR #013
4	8/31/2022	PR 018

Project Number: MPS2101

Date: 11/22/2021

Drawn By: EKK, LES, WAF

Checked By: PGM

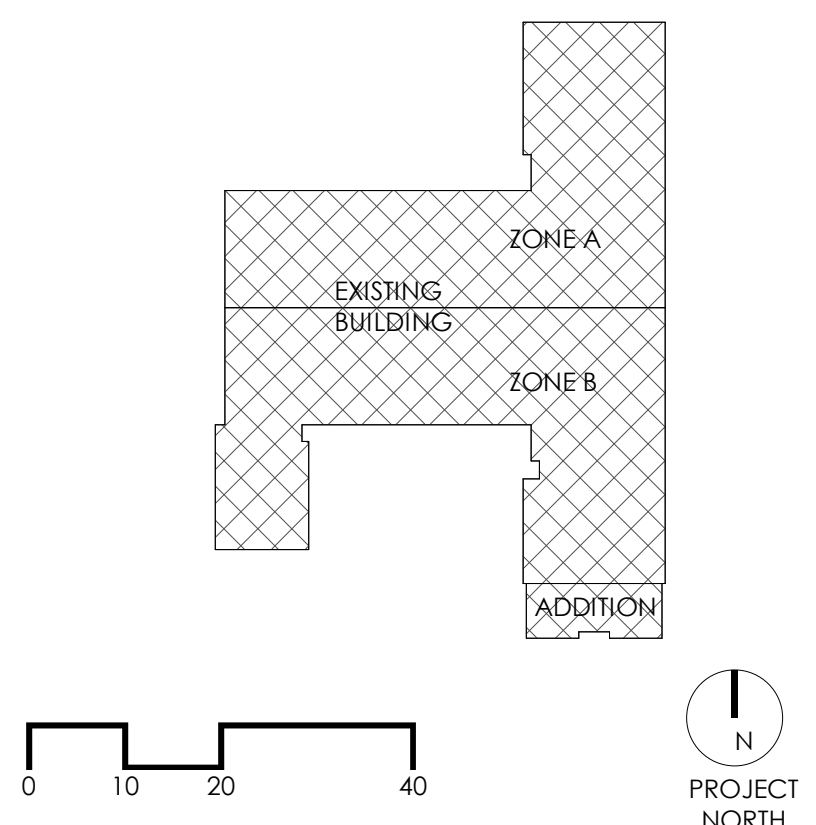
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DRAWING TITLE

OVERALL FLOOR PLAN - LEVEL 1

DRAWING NUMBER

A110



PROJECT

JUSTICE PAGE MIDDLE SCHOOL ADDITION AND RENOVATION

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

REVISED

Mark	Date	Description
1	12/07/2021	ADDENDUM #2
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
2	4/27/2022	PR #007
3	8/5/2022	RFI #112
4	7/14/2022	PR #011
5	8/15/2022	ASI #007
6	8/31/2022	PR 018

Project Number: MPS2101

Date: 11/22/2021

Drawn By: EKK, LES

Checked By: PGM

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DRAWING TITLE

ENLARGED FLOOR PLAN - GROUND FLOOR ENTRY

DRAWING NUMBER

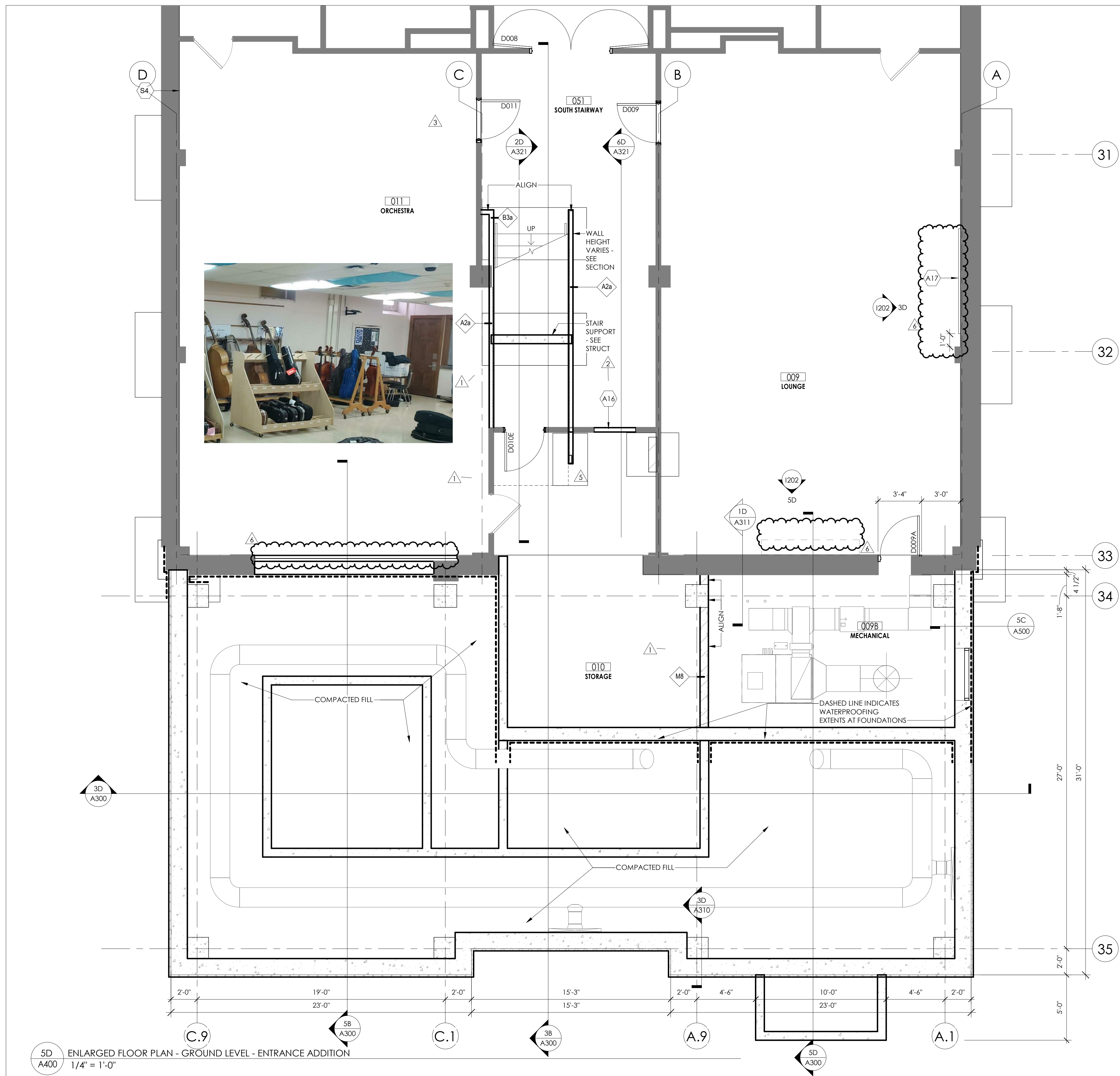
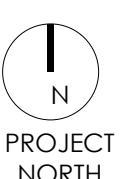
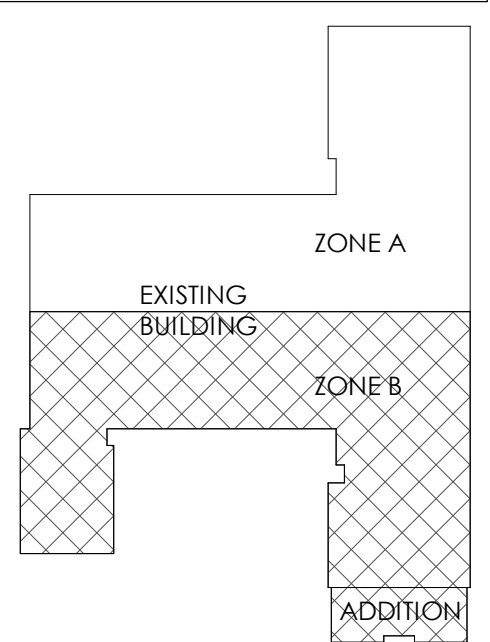
A400

FLOOR PLAN NOTES

- SEE CODE PLANS FOR LOCATIONS OF RATED WALLS. SEE PARTITION TYPES (C201) AND WALL ASSEMBLIES (A310) FOR RATED ASSEMBLIES
- PARTITION TYPES DESCRIBE GENERAL REQUIREMENTS FOR INTERIOR WALL CONSTRUCTION AND DETAILS AND SHOW FRAMING FOR REFERENCE ONLY. REFER TO THE MANUFACTURER'S SPECIFICATIONS AND REQUIREMENTS OF APPLICABLE TESTING AGENCIES FOR SPECIFICS OF STUD ASSEMBLIES. PROVIDE HORIZONTAL BRACING OR BRACE TO COLUMN AS REQUIRED.
- PARTITIONS REQUIREMENTS SHOWN ARE CONSIDERED TO BE MINIMUM STANDARDS. WHERE CONDITIONS OF THE WORK CAUSE PARTITION TO EXCEED LIMITS RECOMMENDED BY MANUFACTURER, REINFORCE PARTITION.
- PENETRATIONS THROUGH RATED PARTITIONS AND CONNECTIONS OF THE PARTITIONS TO OTHER PORTION OF THE WORK SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDED DETAIL AND IN COMPLIANCE WITH APPLICABLE TESTING AGENCY REQUIREMENTS.
- AT EXTERIOR WALLS, DIMENSIONS ARE TO FACE OF STEEL STUDS AND FACE OF CMU OR FACE OF EXTERIOR FINISH UNLESS SHOWN OR NOTED OTHERWISE.
- AT INTERIOR PARTITIONS, DIMENSIONS ARE TO CENTER OF FRAMING AND TO GRID LINES OR CENTER LINE OF COLUMNS UNLESS SHOWN OR NOTED OTHERWISE. WHERE A CLEAR DIMENSION OR OPENING IS REQUIRED OR NOTED, MEASURE DIMENSION TO FACE OF PARTITION FINISH.
- UL NUMBERS MAY VARY DEPENDING ON THE MANUFACTURER OF COMPONENTS ACTUALLY USED.
- PROVIDE 5/8" TYPE X GYPSUM BOARD UNLESS NOTED OTHERWISE.
- WOOD BLOCKING TO BE INSTALLED IN WALLS FOR FUTURE DISPLAYS, REQUIREMENTS AND LOCATIONS TO BE COORDINATED WITH OWNER.
- WOOD BLOCKING WITHIN ANY WALL SYSTEM SHALL BE FIRE RETARDANT TREATED.
- DOOR FRAMES SHALL BE LOCATED 4" FROM ADJACENT WALL UNLESS NOTED OTHERWISE.

KEYNOTES - ARCHITECTURAL

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



5D A400 ENLARGED FLOOR PLAN - GROUND LEVEL - ENTRANCE ADDITION
1/4" = 1'-0"

JUSTICE PAGE MIDDLE SCHOOL ADDITION AND RENOVATION

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

REVISED

Mark	Date	Description
1	12/07/2021	ADDENDUM #2
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
2	7/14/2022	PR #011
3	8/15/2022	ASI #007
4	8/31/2022	PR 018

Project Number: MPS2101

Date: 11/22/2021

Drawn By: EKK, LES

Checked By: PGM

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DRAWING TITLE

ENLARGED FLOOR PLAN - FIRST FLOOR ENTRY

DRAWING NUMBER

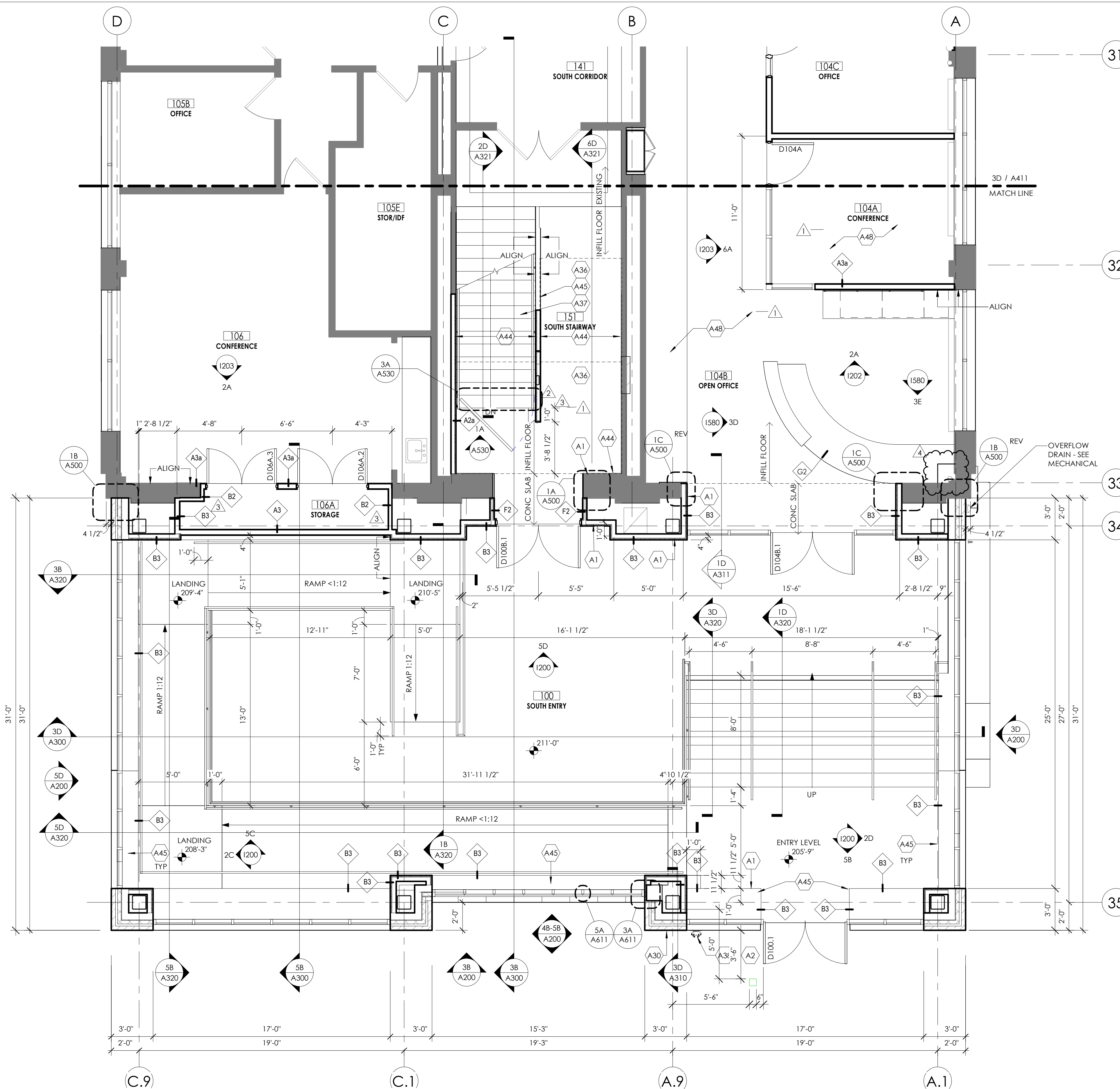
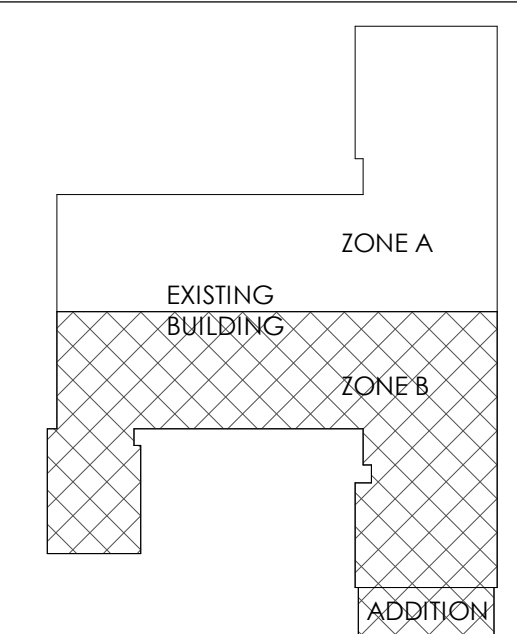
A410

FLOOR PLAN NOTES

- SEE CODE PLANS FOR LOCATIONS OF RATED WALLS. SEE PARTITION TYPES (S201) AND WALL ASSEMBLIES (A310) FOR RATED ASSEMBLIES.
- PARTITION TYPES DESCRIBE GENERAL REQUIREMENTS FOR INTERIOR WALL CONSTRUCTION AND DETAILS AND SHOW FRAMING FOR REFERENCE ONLY. REFER TO THE MANUFACTURER'S SPECIFICATIONS AND REQUIREMENTS OF APPLICABLE TESTING AGENCIES FOR SPECIFICS OF STUD ASSEMBLIES. PROVIDE HORIZONTAL BRACING OR BRACE TO COLUMN AS REQUIRED.
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- UL NUMBERS MAY VARY DEPENDING ON THE MANUFACTURER OF COMPONENTS ACTUALLY USED. PROVIDE 5/8" TYPE X GYPSUM BOARD UNLESS NOTED OTHERWISE.
- WOOD BLOCKING TO BE INSTALLED IN WALLS FOR FUTURE DISPLAYS. REQUIREMENTS AND LOCATIONS TO BE COORDINATED WITH OWNER.
- WOOD BLOCKING WITHIN ANY WALL SYSTEM SHALL BE FIRE RETARDANT TREATED.
- DOOR FRAMES SHALL BE LOCATED 4" FROM ADJACENT WALL UNLESS NOTED OTHERWISE.

KEYNOTES - ARCHITECTURAL

No	DESCRIPTION
A1	WALL MOUNTED DOOR CONTROLS - SEE TECHNOLOGY SHEETS
A2	POST MOUNTED DOOR CONTROLS - SEE TECHNOLOGY SHEETS
A3	REFRIGERATOR UNDER COUNTER - BY OWNER
A4	TRANSLUCENT WINDOW FILM ON LOWER WINDOW
A5	SURFACE MOUNTED MEDICINE CABINET
A6	WALL MOUNTED STADIOMETER AND SCALE
A7	CURTAIN AND CLG TRACK
A8	RADIATOR COVER WITH COUNTERTOP AND GRILLES
A11	ACCESSIBLE WATERCLOSET - SEE PLUMBING
A12	ACCESSIBLE SINK, PER MPS MASTER SPEC-SEE PLUMBING
A13	SURFACE MOUNTED PAPER TOWEL DISPENSER, FURNISHED BY OWNER, PER MPS MASTER SPEC
A14	BABY CHANGING STATION PER MPS MASTER SPEC
A16	INFILL WALL AT PRIOR DOOR LOCATION - WALL FINISH SHALL BE FLUSH AND MATCHES THE ADJACENT SURFACES
A17	WHITE BOARD WITH TACK BOARD - SEE ELEVATIONS FOR DIMENSIONS
A18	BUILT IN WARDROBE WITH METAL ROD AND ADJUSTABLE SHELVES
A20	EXISTING RADIATOR
A24	RECEPTION DESK - SEE ELEVATIONS
A29	INFILL WALL TO MATCH EXISTING ADJACENT WALL
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A36	INFILL AND ADD CONCRETE SLAB
A37	CASH-IN-PLACE CONCRETE STAIRS - SEE STRUCTURAL
A38	FIRE DEPARTMENT CONNECTION, SEE MECHANICAL
A39	24 X 36 ACCESSIBLE MIRROR
A40	SOAP DISPENSER, FURNISHED BY OWNER, PER MPS MASTER SPEC
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A47	WOOD PANELS TO COVER RADIATOR - PROVIDE ACCESS AT VALVE LOCATION, COORD. WITH MECH.
A48	INFILL TO FINISH FLOOR ELEVATION WITH GYPCRETE



5D ENLARGED FLOOR PLAN ENTRY AND STAIRS
A410 1/4" = 1'-0"

PROJECT

JUSTICE PAGE MIDDLE SCHOOL ADDITION AND RENOVATION

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

REVISED

Mark	Date	Description
1	12/07/2021	ADDENDUM #2
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
2	7/22/2022	PR #013
3	8/31/2022	PR 018

Project Number: MPS2101

Date: 11/22/2021

Drawn By: EKK, LES

Checked By: PGM

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DRAWING TITLE

ENLARGED FLOOR PLAN - FIRST FLOOR LABS

DRAWING NUMBER

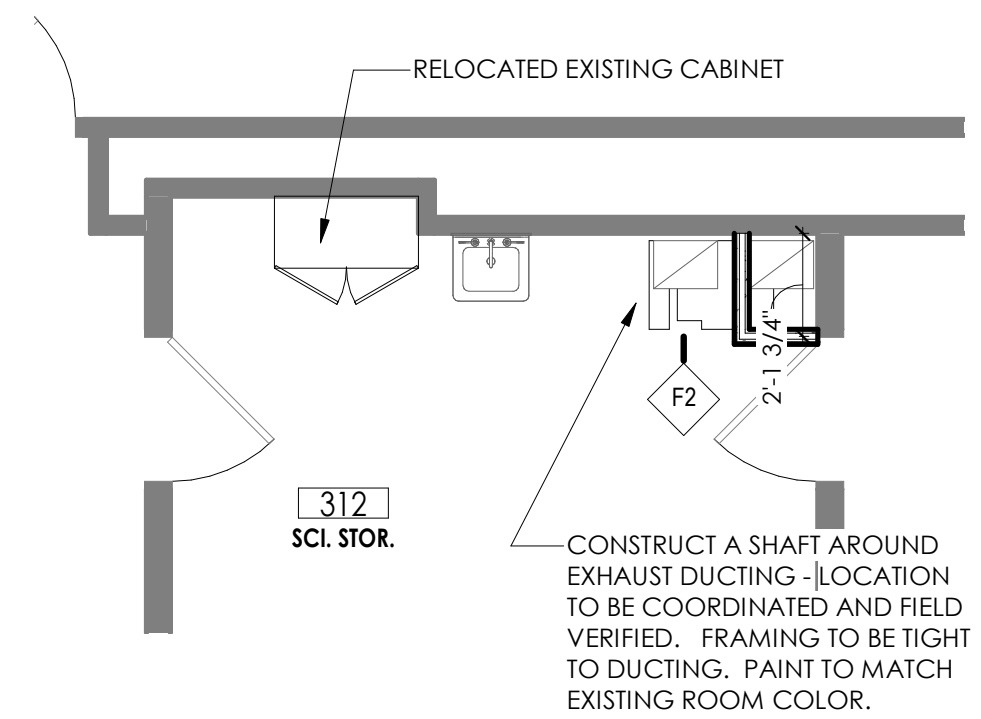
A412

KEYNOTES - ARCHITECTURAL

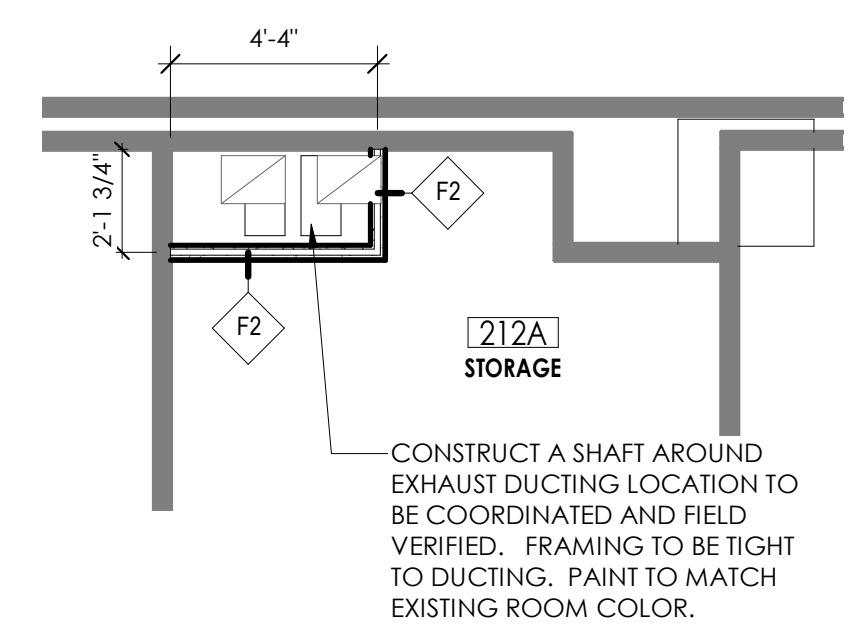
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A1	WALL MOUNTED DOOR CONTROLS - SEE TECHNOLOGY SHEETS
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A48	INFILL TO FINISH FLOOR ELEVATION WITH GYPCRETE

FLOOR PLAN NOTES

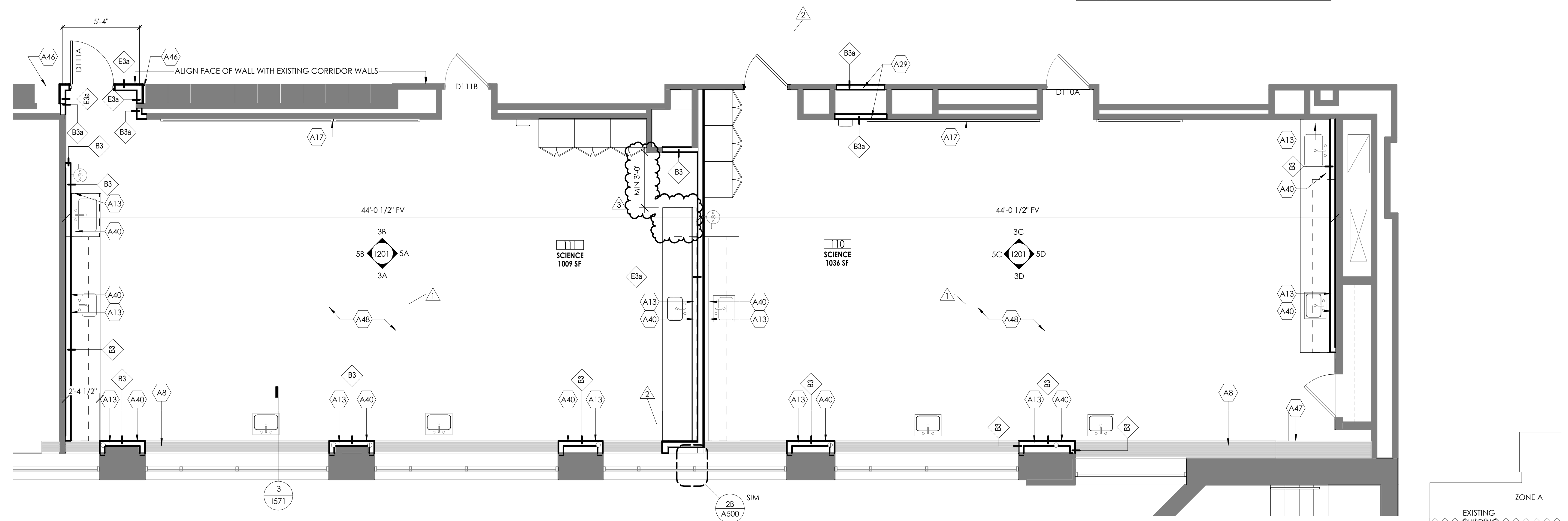
- SEE CODE PLANS FOR LOCATIONS OF RATED WALLS. SEE PARTITION TYPES (G201) AND WALL ASSEMBLIES (A310) FOR RATED ASSEMBLIES.
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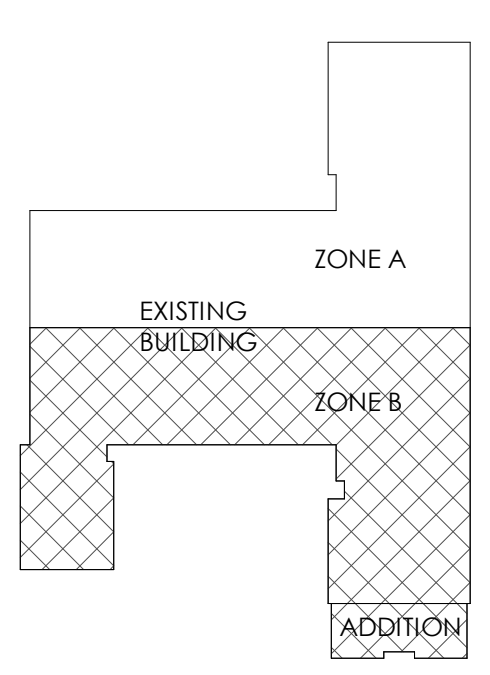
5A ENLARGED FLOOR PLAN - 312 SCIENCE STORAGE
A412 1/4" = 1'-0"



3A ENLARGED FLOOR PLAN - 212A STORAGE
A412 1/4" = 1'-0"



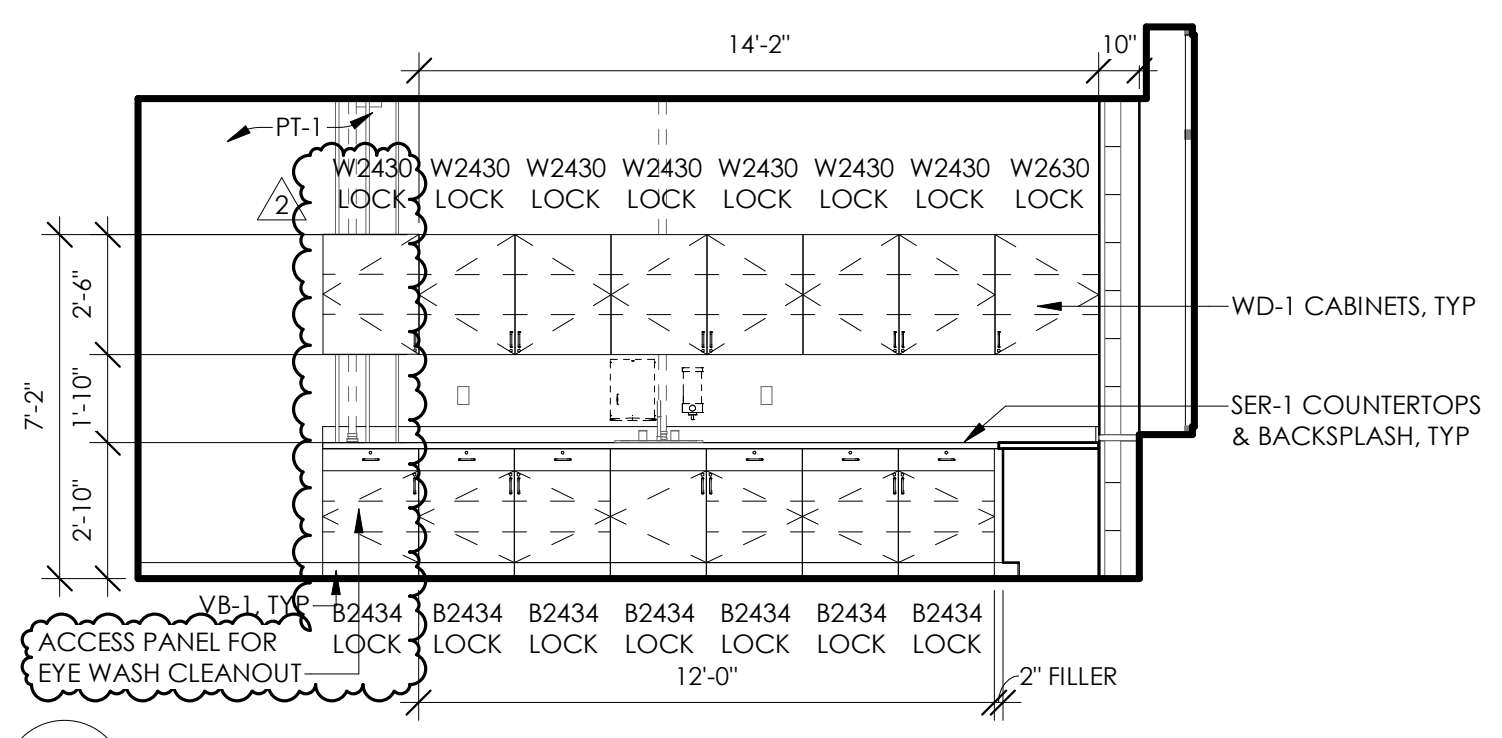
5D ENLARGED FLOOR PLAN LABS 110 AND 111
A412 1/4" = 1'-0"



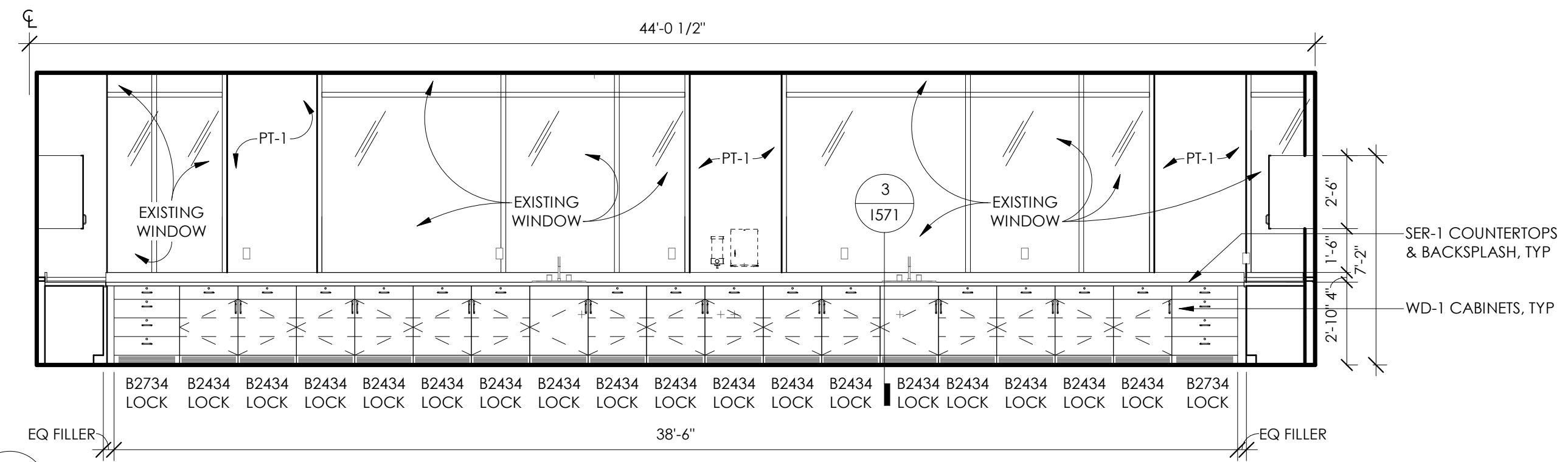
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1	8/5/2022	RFI #112
2	8/31/2022	PR 018
3	8/29/2022	ASI 008

INTERIOR ELEVATION NOTES

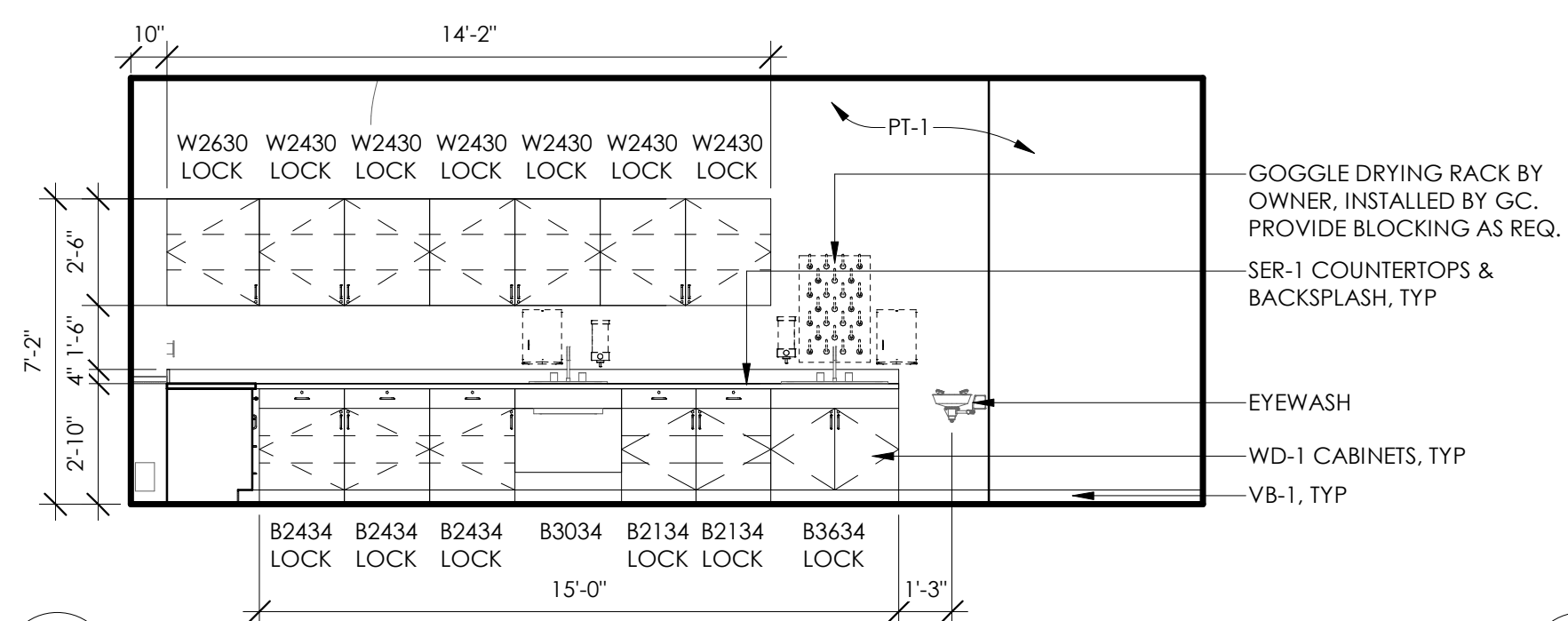
- SEE G201 FOR WALL AND PARTITION TYPES.
- SEE I203 FOR TYPICAL MOUNTING HEIGHTS.
- SEE 3C / I500 FOR TYPICAL RESTROOM WALL FINISHES.
- PROVIDE BLOCKING OR BACKER MATERIAL FOR ATTACHMENT/MOUNTING OF WALL HUNG ITEMS OR EQUIPMENT DESCRIBED IN THE DOCUMENTS.
- SEE FINISH PLANS FOR TYPICAL FLOOR AND WALL TREATMENTS FOR EACH ROOM/AREA. INTERIOR ELEVATIONS ARE NOT PROVIDED FOR EACH WALL.
- ALL FIXTURES & ACCESSORIES PER MPS MASTER SPECIFICATION.
- SEE A570 FOR CASEWORK TYPES.



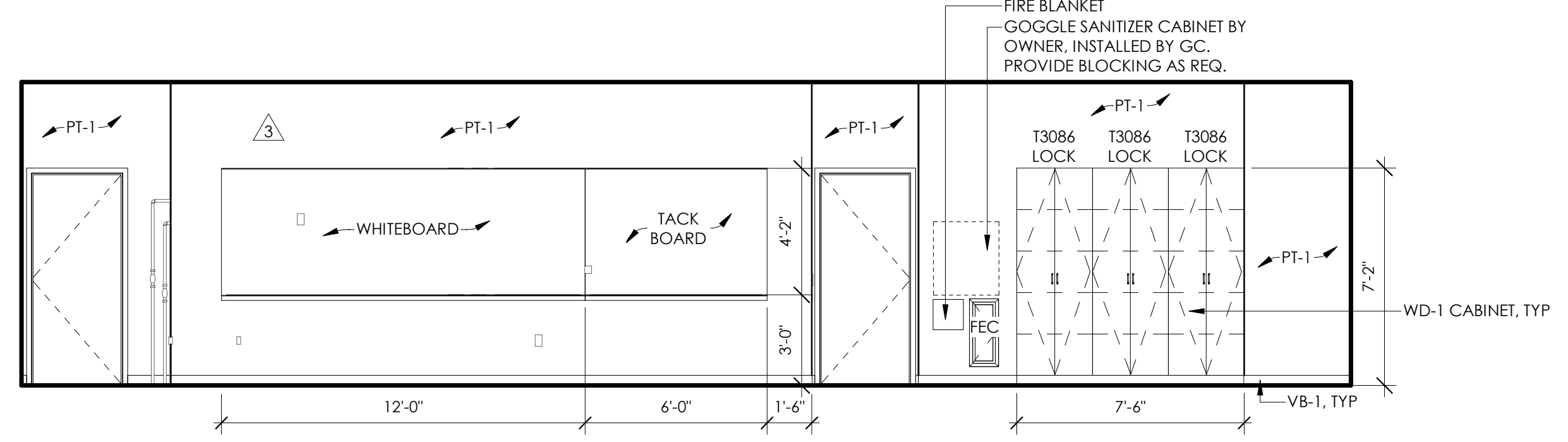
5A SCIENCE 111 - EAST ELEVATION
I201 1/4" = 1'-0"



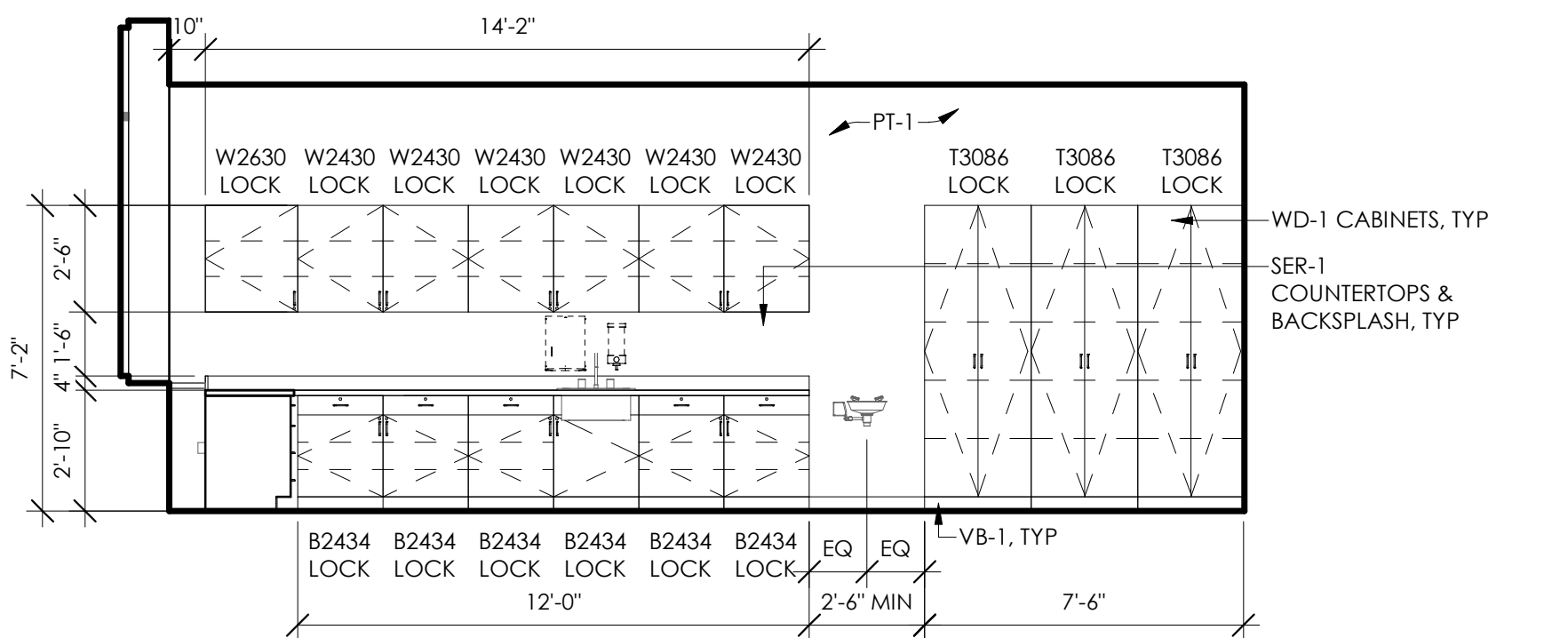
3A SCIENCE 111 - SOUTH ELEVATION
I201 1/4" = 1'-0"



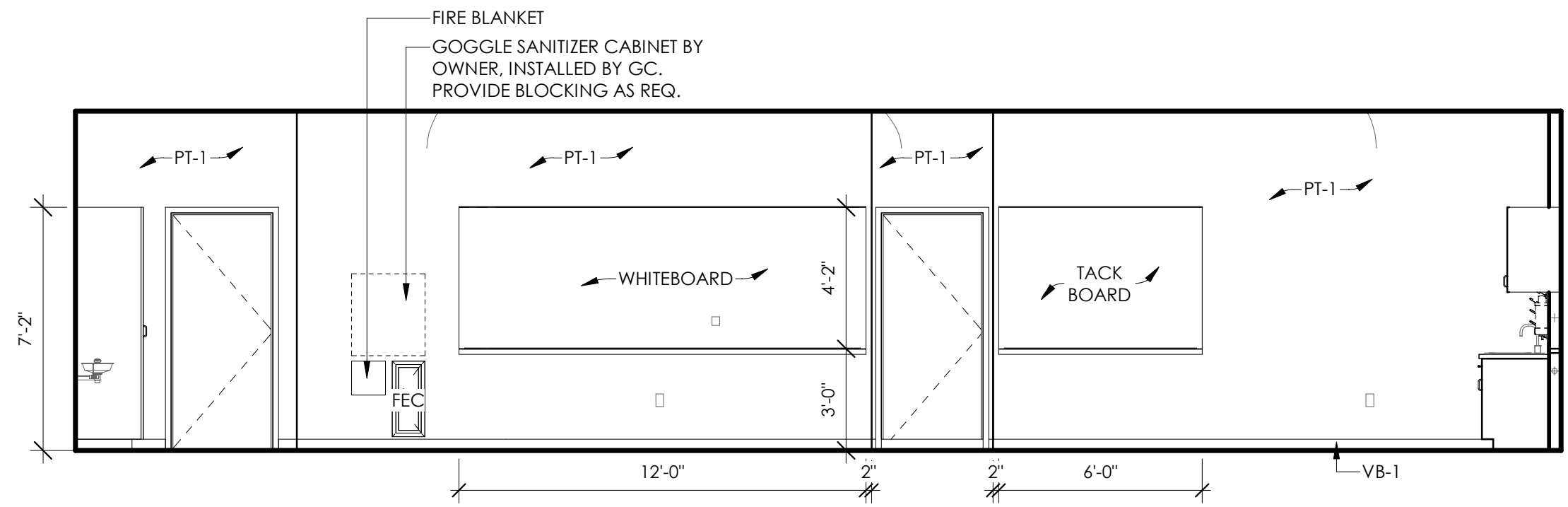
5B SCIENCE 111 - WEST ELEVATION
I201 1/4" = 1'-0"



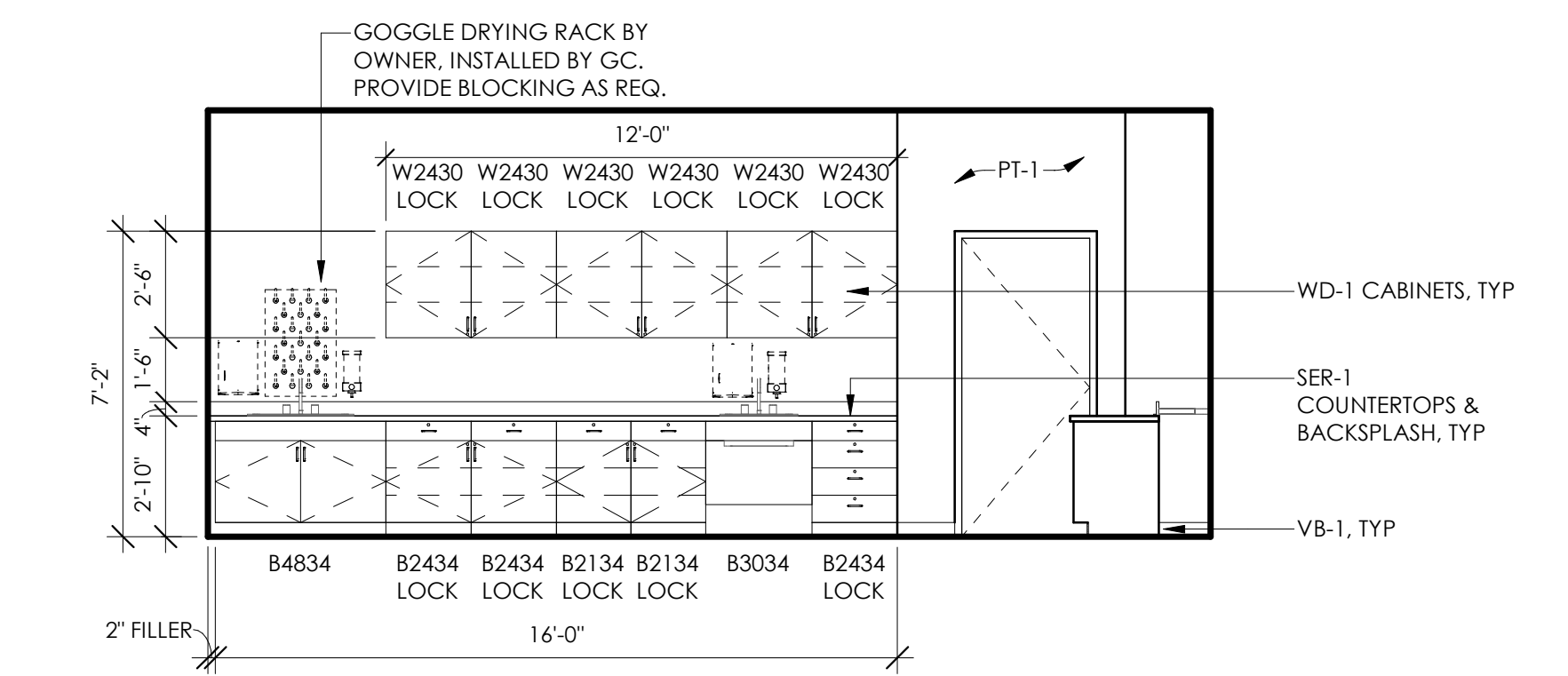
3B SCIENCE 111 - NORTH ELEVATION
I201 1/4" = 1'-0"



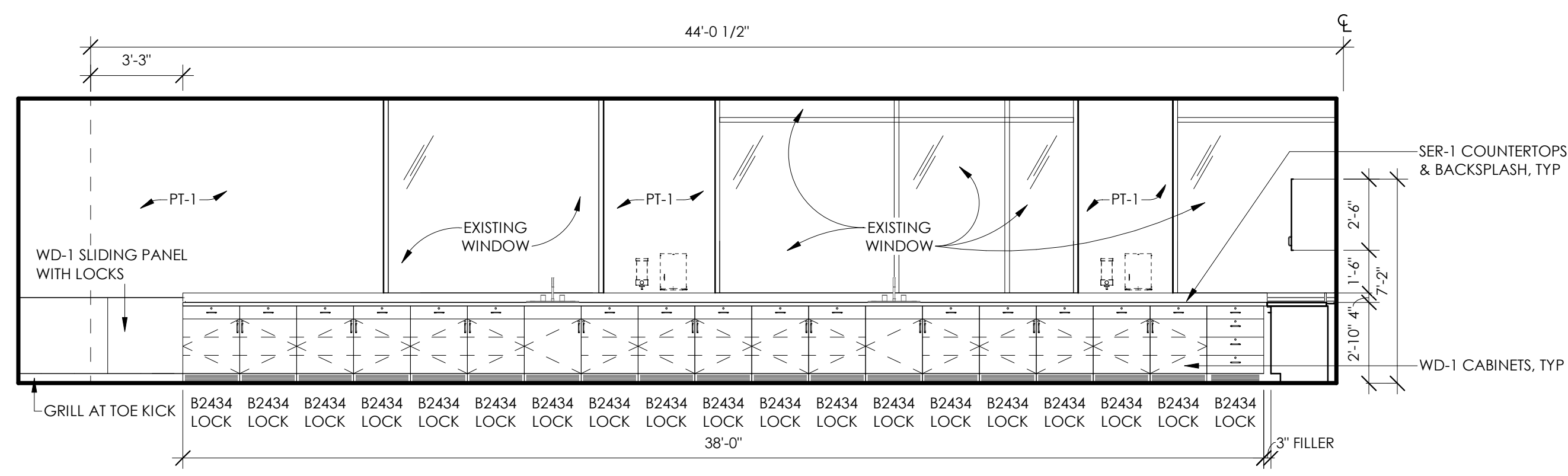
5C SCIENCE 110 - WEST ELEVATION
I201 1/4" = 1'-0"



3C SCIENCE 110 - NORTH ELEVATION
I201 1/4" = 1'-0"



5D SCIENCE 110 - EAST ELEVATION
I201 1/4" = 1'-0"

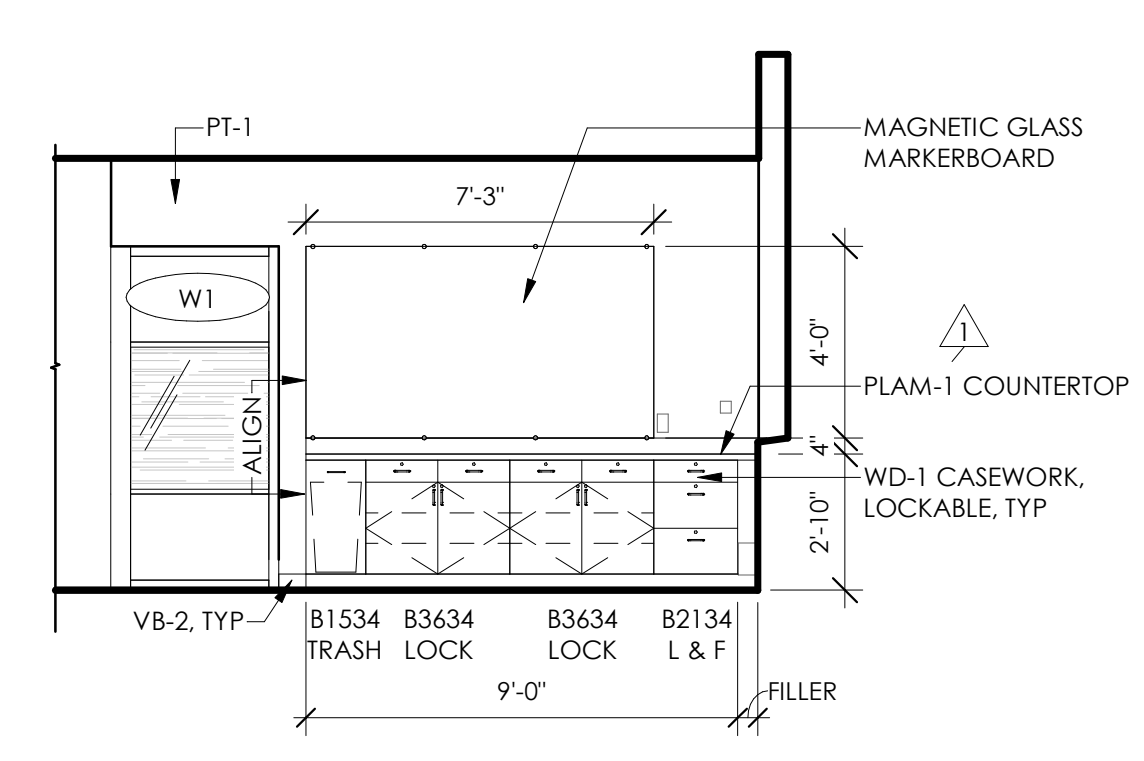
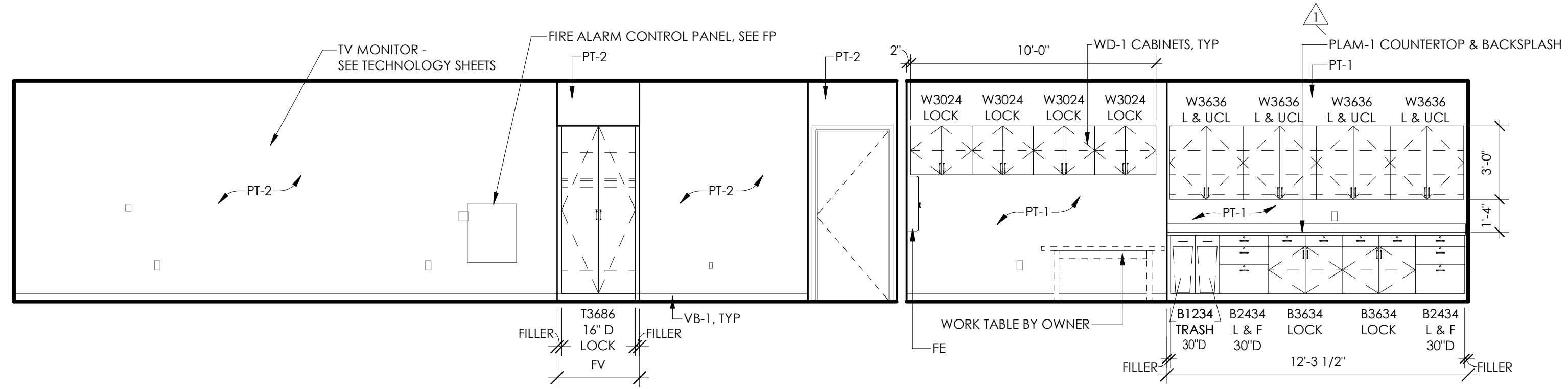


3D SCIENCE 110 - SOUTH ELEVATION
I201 1/4" = 1'-0"

Mark	Date	Description
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
1	2/24/2022	PR #003
2	8/31/2022	PR 018

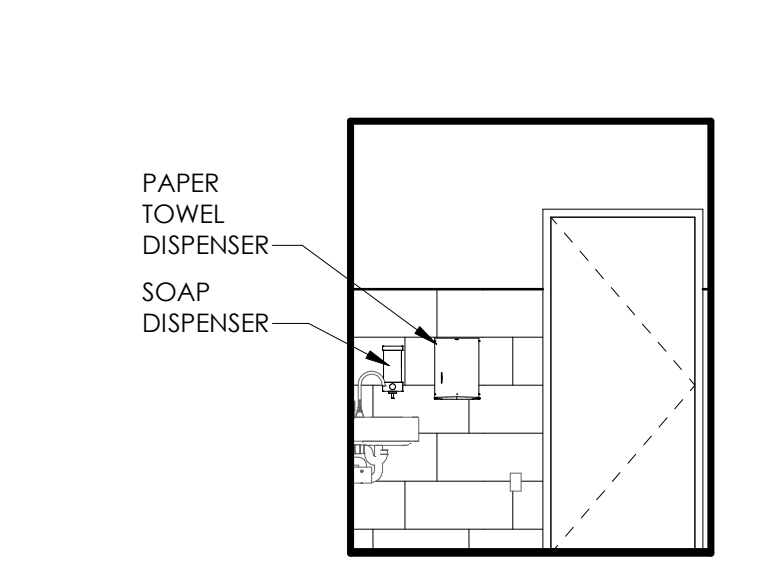
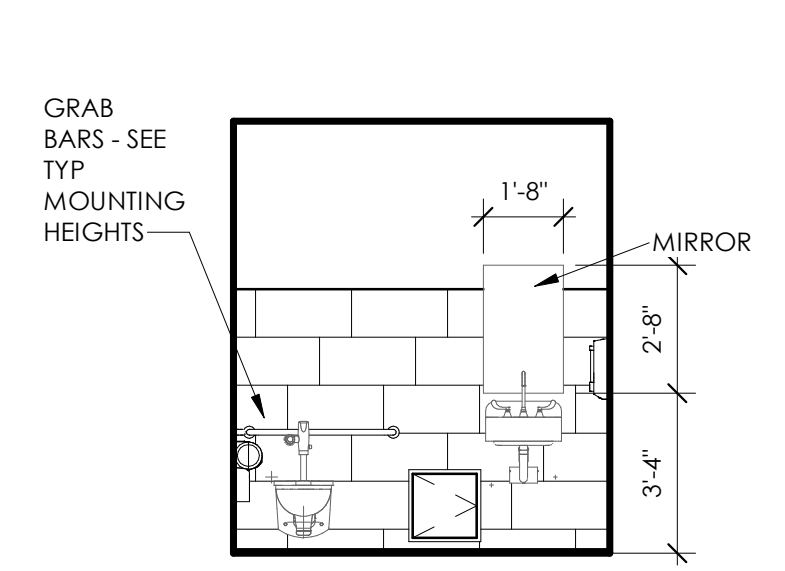
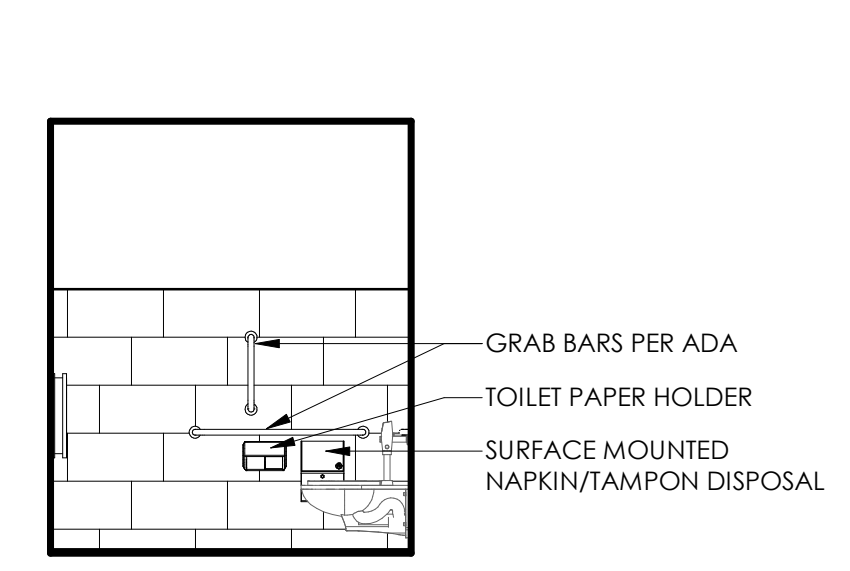
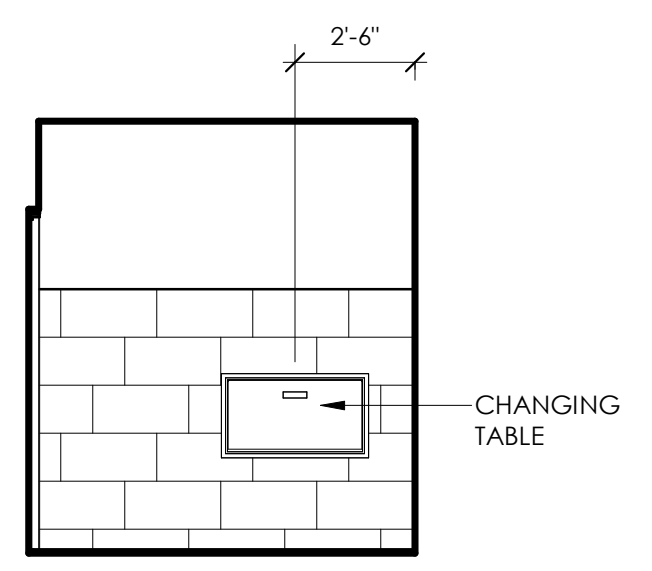
INTERIOR ELEVATION NOTES

- SEE G201 FOR WALL AND PARTITION TYPES.
- SEE I203 FOR TYPICAL MOUNTING HEIGHTS.
- SEE 3C / I500 FOR TYPICAL RESTROOM WALL FINISHES.
- PROVIDE BLOCKING OR BACKER MATERIAL FOR ATTACHMENT/MOUNTING OF WALL HUNG ITEMS OR EQUIPMENT DESCRIBED IN THE DOCUMENTS.
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- ALL FIXTURES & ACCESSORIES PER MPS MASTER SPECIFICATION.
- SEE A570 FOR CASEWORK TYPES.



5A OPEN OFFICE 104B - WEST ELEVATION
1/4" = 1'-0"

2A OPEN OFFICE 104B - NORTH ELEVATION
1/4" = 1'-0"

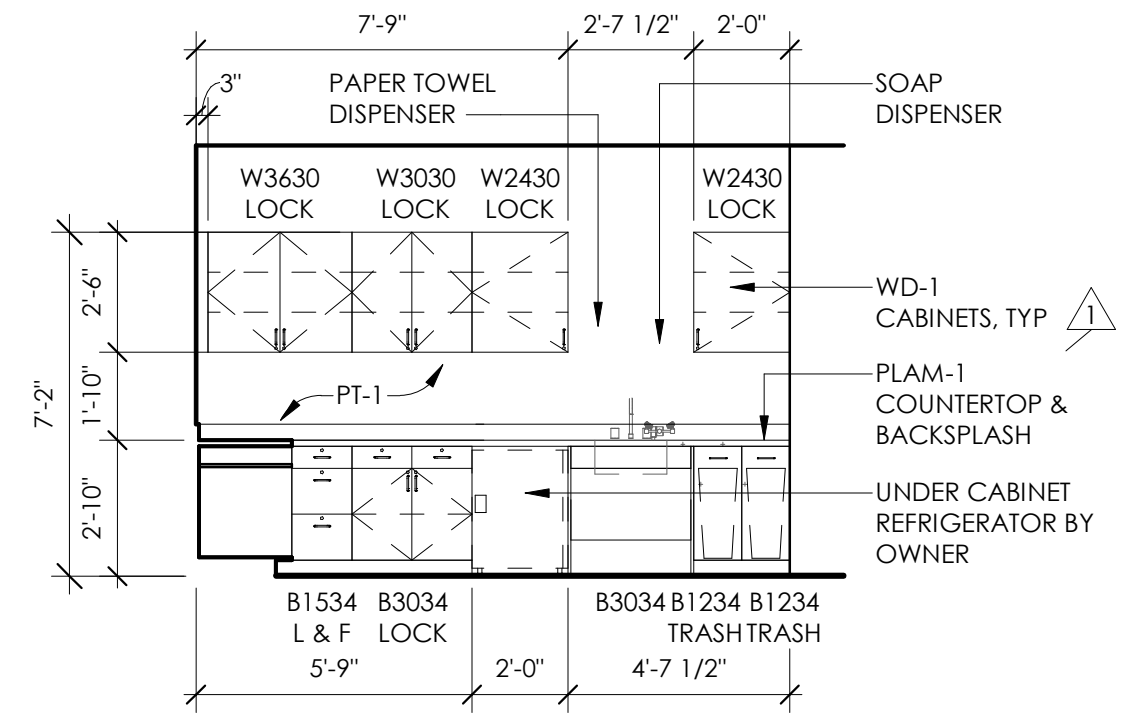


5B RESTROOM 104F - WEST ELEVATION
1/4" = 1'-0"

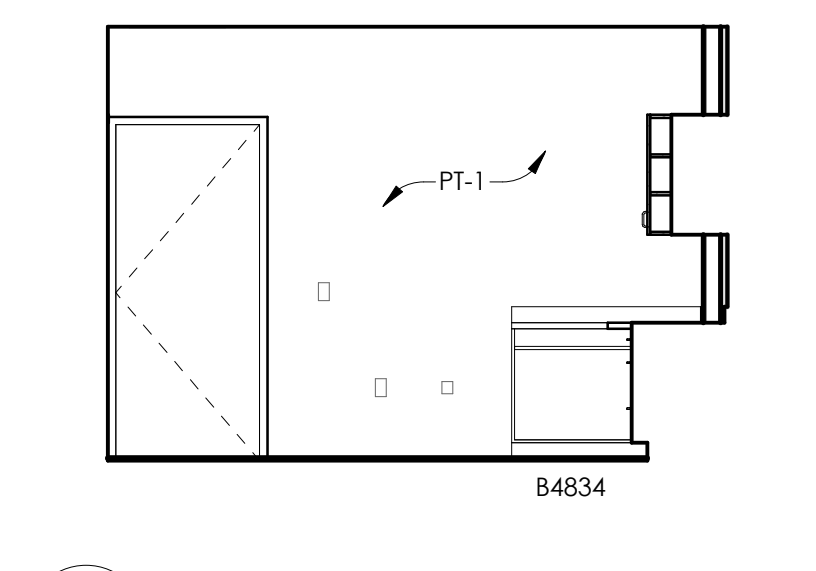
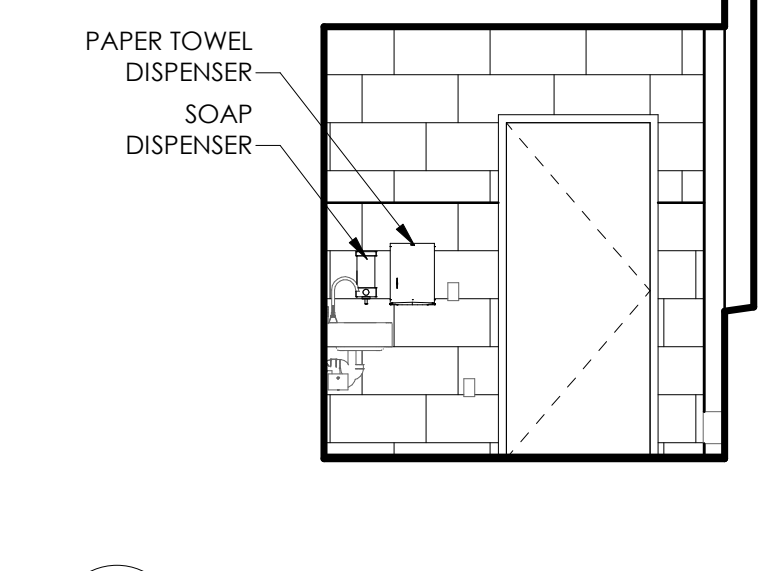
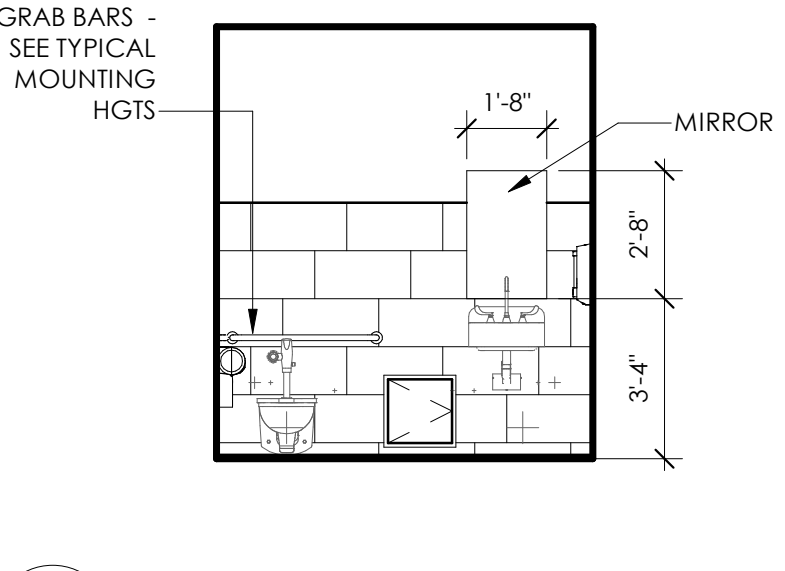
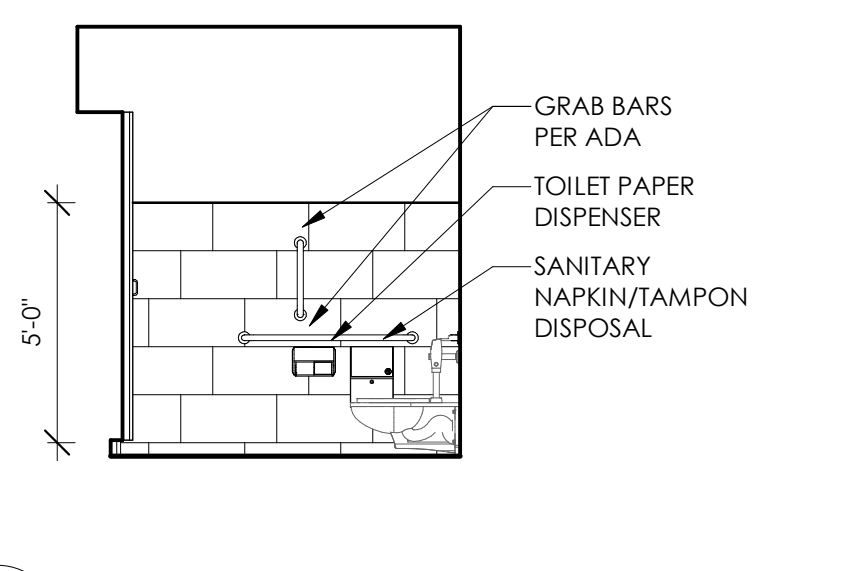
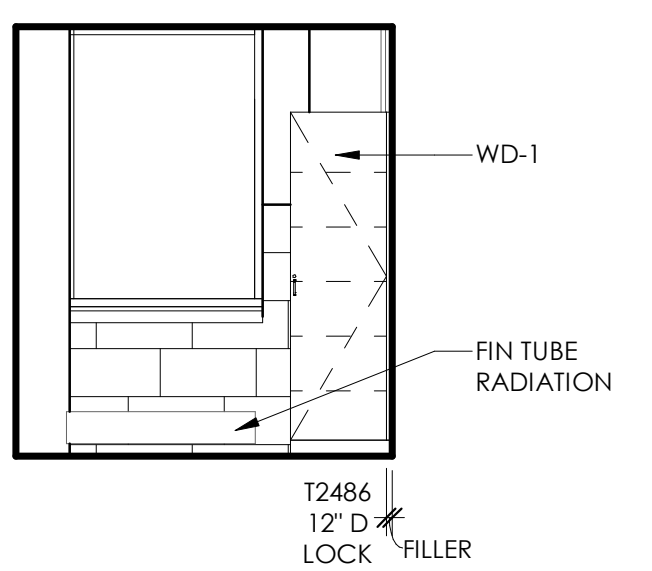
4B RESTROOM 104F - NORTH ELEVATION
1/4" = 1'-0"

3B RESTROOM 104F - EAST ELEVATION
1/4" = 1'-0"

2B RESTROOM 104F - SOUTH ELEVATION
1/4" = 1'-0"



1B NURSE'S OFFICE 104H - NORTH ELEVATION
1/4" = 1'-0"



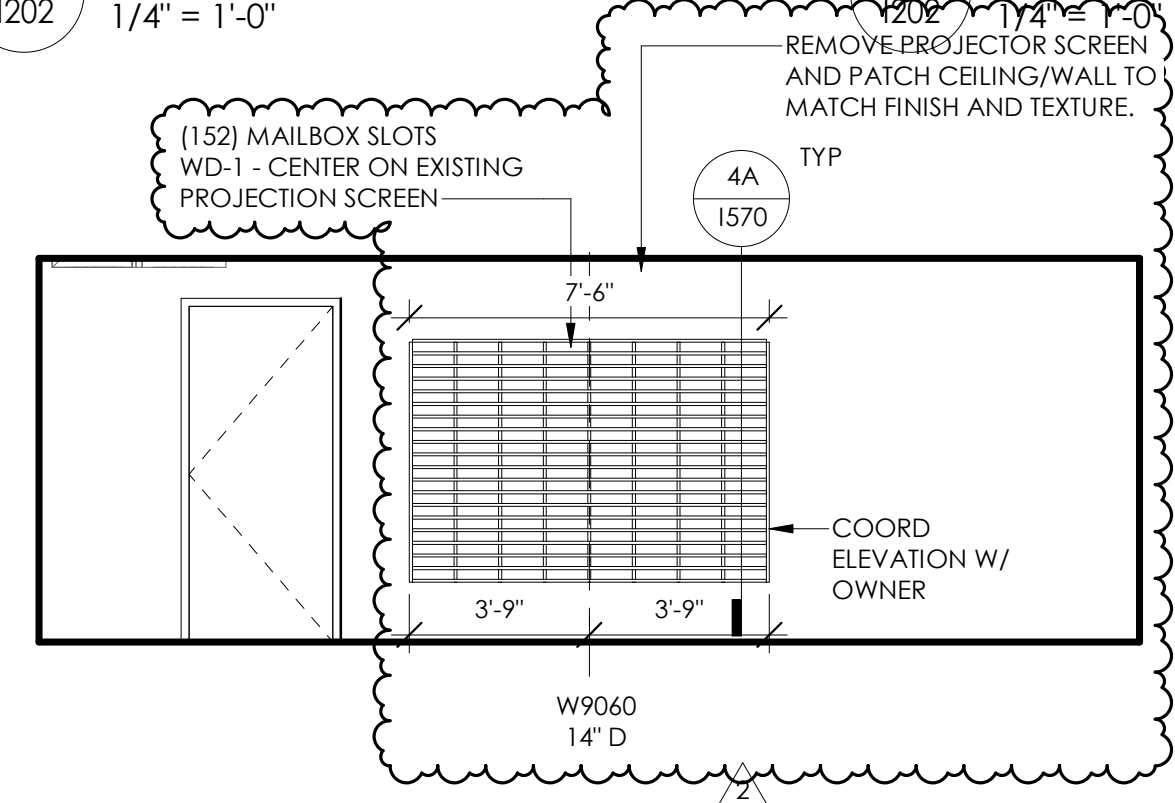
5C RESTROOM 104G - EAST ELEVATION
1/4" = 1'-0"

4C RESTROOM 104G - SOUTH ELEVATION
1/4" = 1'-0"

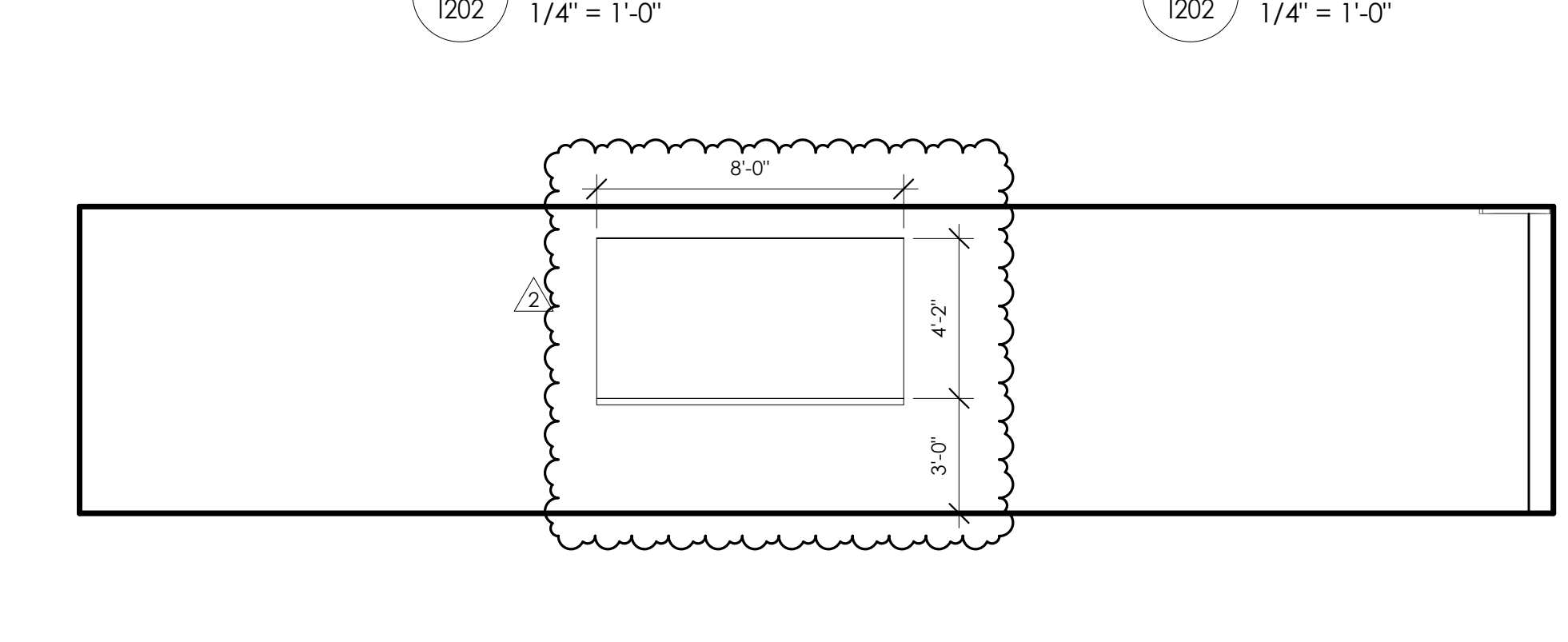
3C RESTROOM 104G - WEST ELEVATION
1/4" = 1'-0"

2C RESTROOM 104G - NORTH ELEVATION
1/4" = 1'-0"

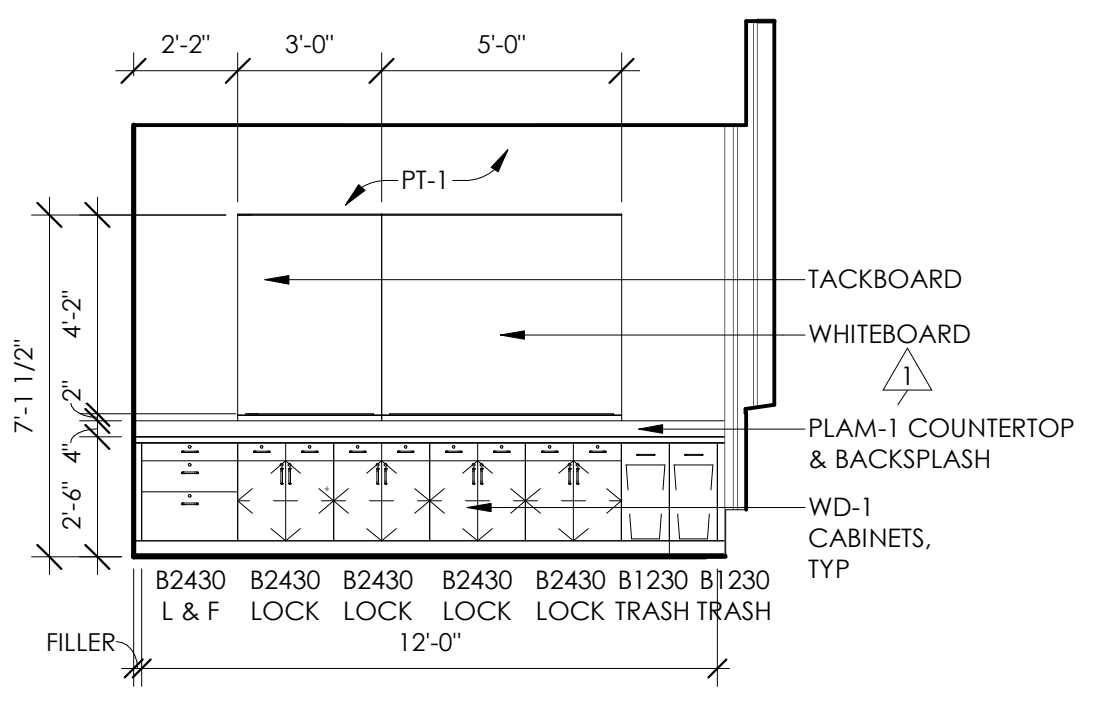
1C NURSE'S OFFICE 104H - WEST ELEVATION
1/4" = 1'-0"



5D HONOR ROOM 009 - SOUTH ELEVATION
1/4" = 1'-0"



3D HONOR ROOM 009 - EAST ELEVATION
1/4" = 1'-0"



2D PRINCIPALS OFFICE 104E - NORTH ELEVATION
1/4" = 1'-0"

PR-20 (REV 01)

DESCRIPTION: Pricing for PR-20.

Schedule Impact: 3 Week Lead Time for Casework

PROJECT : MPS - Justice Page
DATE : 11/15/22 **TIME** 07:40:47
PROJECT MANAGER: Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
Wasche	1	LS			4885.00	0.00	0.00	4885.00
						0.00	0.00	0.00
St Germain's	1	LS			6857.00	0.00	0.00	6857.00
- Delivery	1	LS			599.00	0.00	0.00	599.00
						0.00	0.00	0.00
Carpenter (Premium Time)	12	HR	145.50			1746.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								
SUBTOTALS						\$ 1,746.00	\$ -	\$ 12,341.00

TOTAL LABOR	\$ 1,746.00
TOTAL MATERIAL	\$ -
TOTAL SUBCONTRACTS	\$ 12,341.00

SUBTOTAL **\$ 14,087.00**

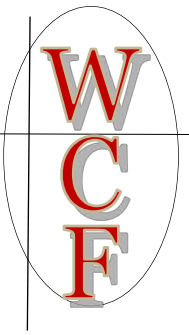
10% O&P on Labor and Material:	\$ 1,746.00	\$ 174.60
5% O&P on Subcontracts:	\$ 12,341.00	\$ 617.05
3% Bond/Insurance:	\$ 14,087.00	\$ 422.61

TOTAL **\$ 15,301.26**

Wasche Commercial Finishes, Inc.

Commercial Painting & Wallcovering

21335 Aberdeen Street NE
East Bethel, MN 55011
Office: 763-434-8812
Fax 763-434-8858



CHANGE REQUEST

DATE:	10/28/2022	PROJECT:	MPS Justice Page
TO:	Sheehy	WCF JOB#::	7358
ATTN:	Dan Hannover	SUBMITTED BY:	Jeremy Click

PROPOSED CHANGE:

PR 20: Paint new and unpainted conduit on both sides of hall from grid line 32 to grid line 24, paint 2 colors to match existing colors. Protect floors and ceilings. Proposal reflects normal working hours on off days of school.

Labor: \$4,621.00– 48 hours(\$96.25/HR)

Material: \$264.00

TOTAL PROPOSED CHANGE AMOUNT:

\$4,885.00

APPROVED BY: _____ DATE: _____

Wasche Office Use Only:

WCF CR#: _____

Change Status to Approved

GC CO # _____

AIA: Y or N

Not Approved



Change Order

Order#: 5

Order Date: 10/24/2022

To: Sheehy Construction Company
 360 West Larpenteur Ave
 Suite 200
 St. Paul MN 55113

Project: 47251
 Justice Page Middle School
 10 West 50th Street
 Minneapolis MN 55419

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Ordered By: 210 William McDuffie

Customer Order:

Specifications Attached

Description of Work	Amount
PR 018 Add 12" x 135" p-lam shelf on Mockett SH48B support brackets for microscope storage per PR 018R.	384.00
PR 020 Add for drawer units @ 2A, 5A & 1B/I202, add drawer & door to cabinet @ 1C/I202 and add 4 WD-1 shelves 13" deep x 48" long on stainless steel wall brackets @ 2D/I202.	6,857.00
Delivery Deliver cabinet in C.O. #6 with these items.	599.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

\$7,840.00

The original Contract Sum was	\$71,586.00
Net change by previous Change Orders	\$0.00
The Contract Sum prior to this Change Order	\$71,586.00
The Contract Sum will be changed by this Change Order	\$7,840.00
The new Contract Sum including this Change Order will be	\$79,426.00
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____



PROPOSAL REQUEST

PR 020 R1

Date:	11/8/2022
Project:	Justice Page Middle School Addition and Renovation Miller Dunwiddie Project No. MPS2101
RE:	PR 020
To:	Danial Hanover, Sheehy Construction
From:	Laura Stene

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

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

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

DESCRIPTION

1. I202
 - a. Provide the following casework modifications:
 - i. 1B/2A/5A – Provide drawers at pull out trash locations in Admin Suite and Nurse's Office. Modify boxes as needed.
 - b. IC – Provide drawer and cabinet door at open shelving.
 - c. 2C – Provide and install open shelves with Mockett Large Elegant Shelf Brackets (SH48B) – Satin Nickle, 12" spacing. Wood shelves (WD-1) to be a minimum of 3/4" thick and match newly installed casework finish. Any exposed fasteners to match bracket finish.
2. Paint exposed new conduit from gridline 32 to gridline 24 – paint entirety of conduit on beam.

ATTACHMENTS

- Drawings: I202

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

Diedra Geye, MPS
Dave Weinzetl, Sheehy

REVISED		
Mark	Date	Description
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
1	2/24/2022	PR #003
2	8/31/2022	PR 018
3	9/23/2022	ASI 009
4	9/30/2022	PR 020

Project Number: MPS2101
Date: 11/22/2021
Drawn By: LES, MJM
Checked By: JMT, PGM

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DRAWING TITLE

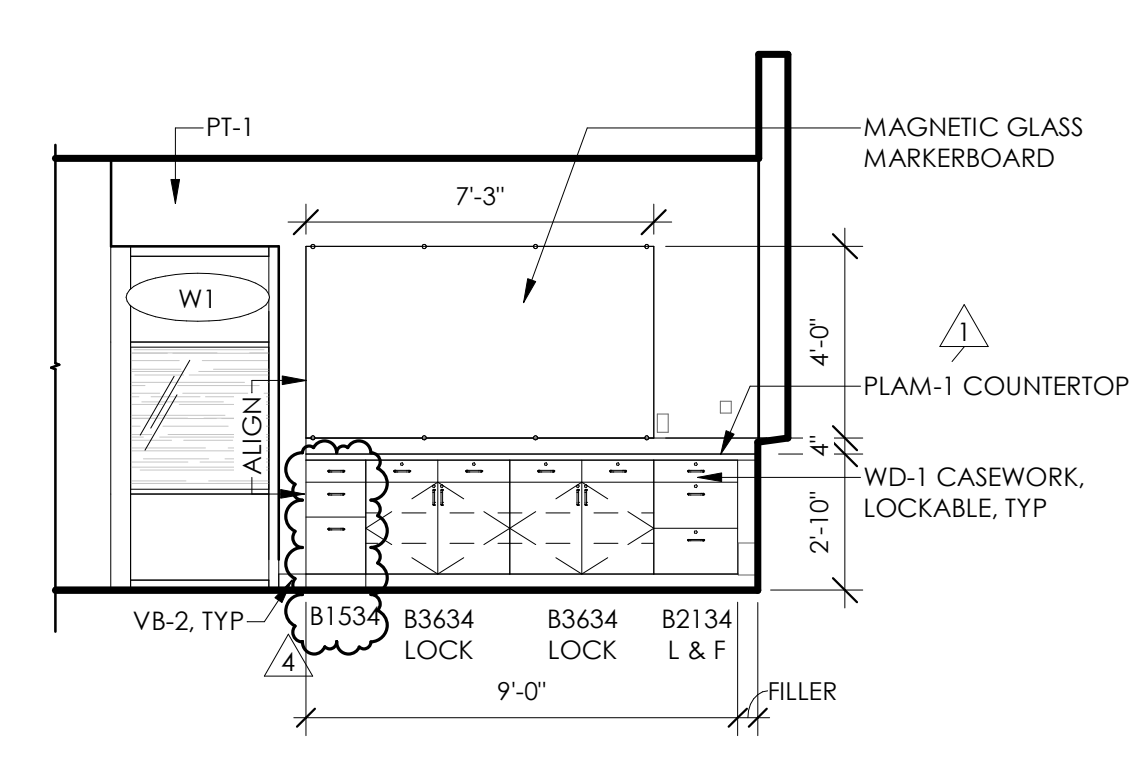
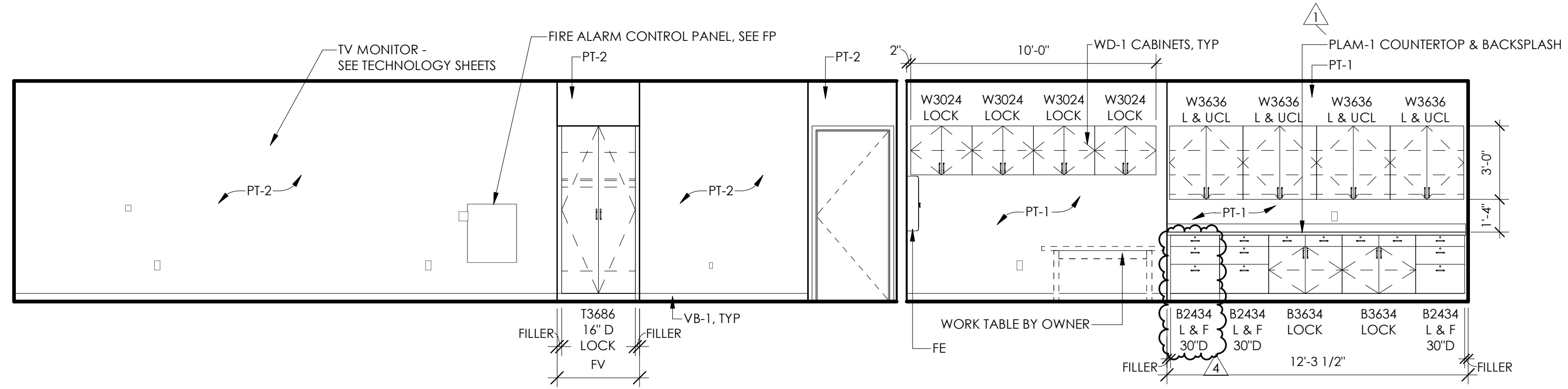
INTERIOR ELEVATIONS - ADMIN AREA

DRAWING NUMBER

1202

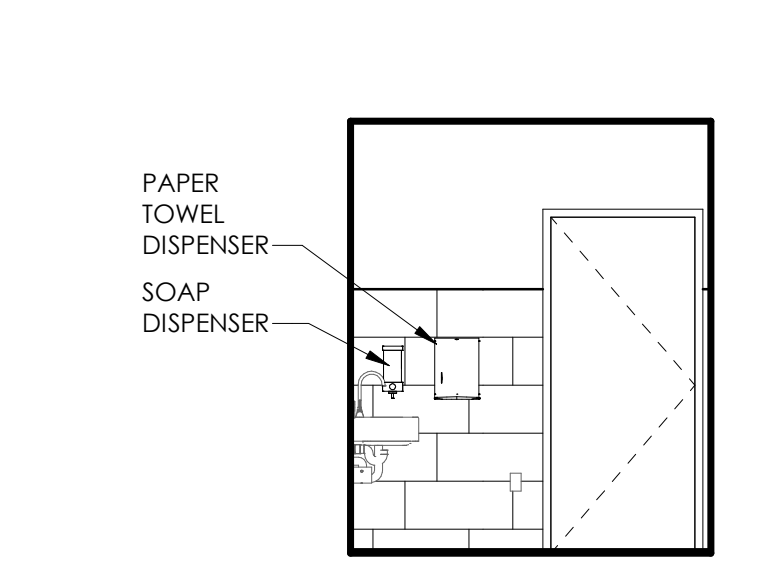
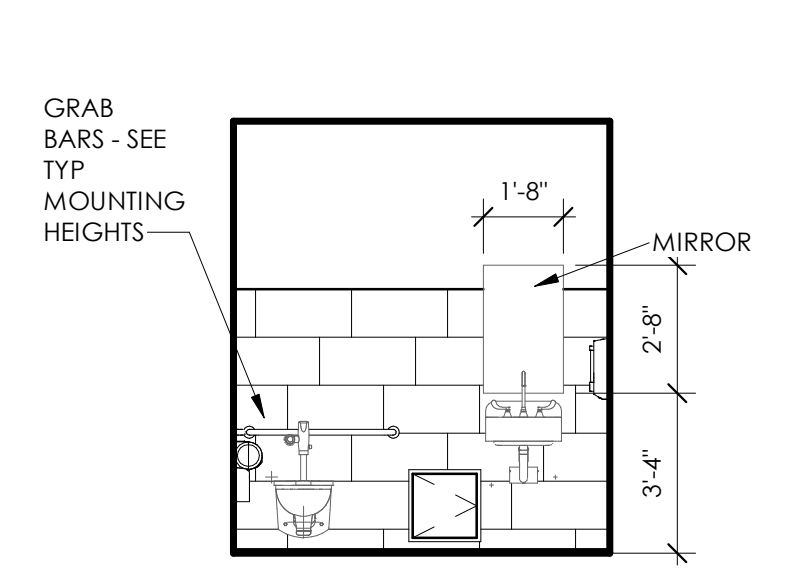
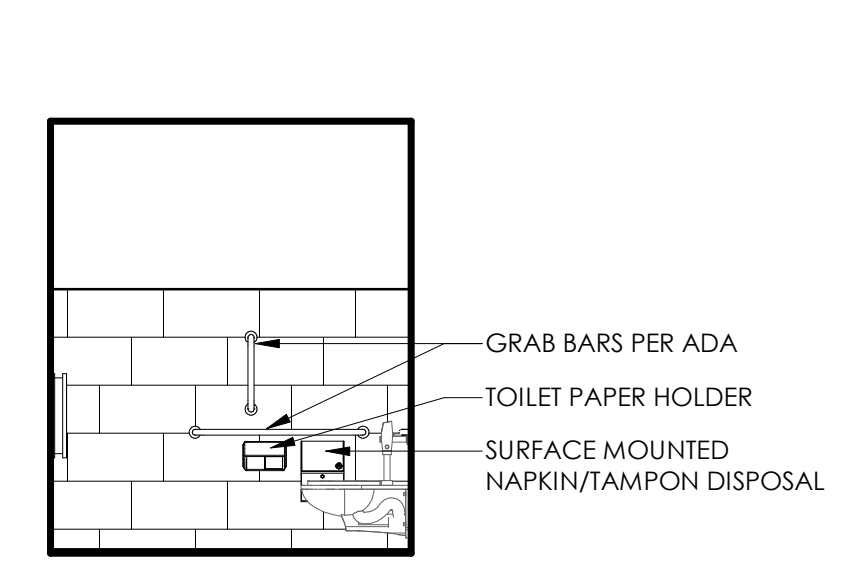
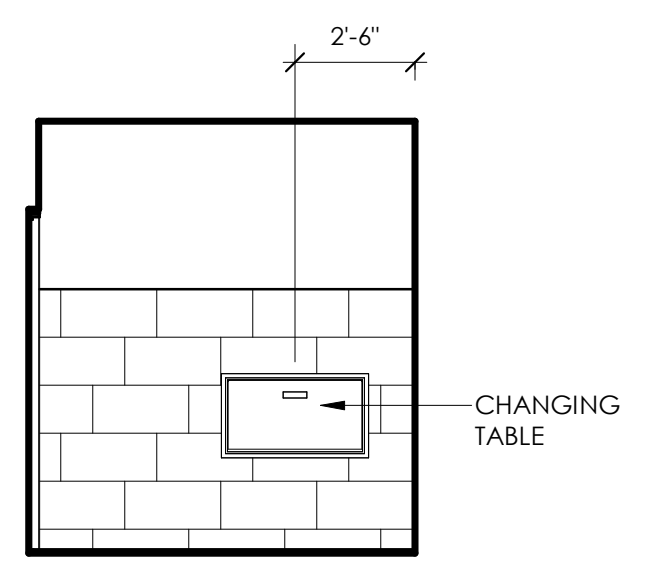
INTERIOR ELEVATION NOTES

- SEE G201 FOR WALL AND PARTITION TYPES.
- SEE I203 FOR TYPICAL MOUNTING HEIGHTS.
- SEE 3C / I500 FOR TYPICAL RESTROOM WALL FINISHES.
- PROVIDE BLOCKING OR BACKER MATERIAL FOR ATTACHMENT/MOUNTING OF WALL HUNG ITEMS OR EQUIPMENT DESCRIBED IN THE DOCUMENTS.
- SEE FINISH PLANS FOR TYPICAL FLOOR AND WALL TREATMENTS FOR EACH ROOM/AREA. INTERIOR ELEVATIONS ARE NOT PROVIDED FOR EACH WALL.
- ALL FIXTURES & ACCESSORIES PER MPS MASTER SPECIFICATION.
- SEE A570 FOR CASEWORK TYPES.



5A OPEN OFFICE 104B - WEST ELEVATION
1/4" = 1'-0"

2A OPEN OFFICE 104B - NORTH ELEVATION
1/4" = 1'-0"

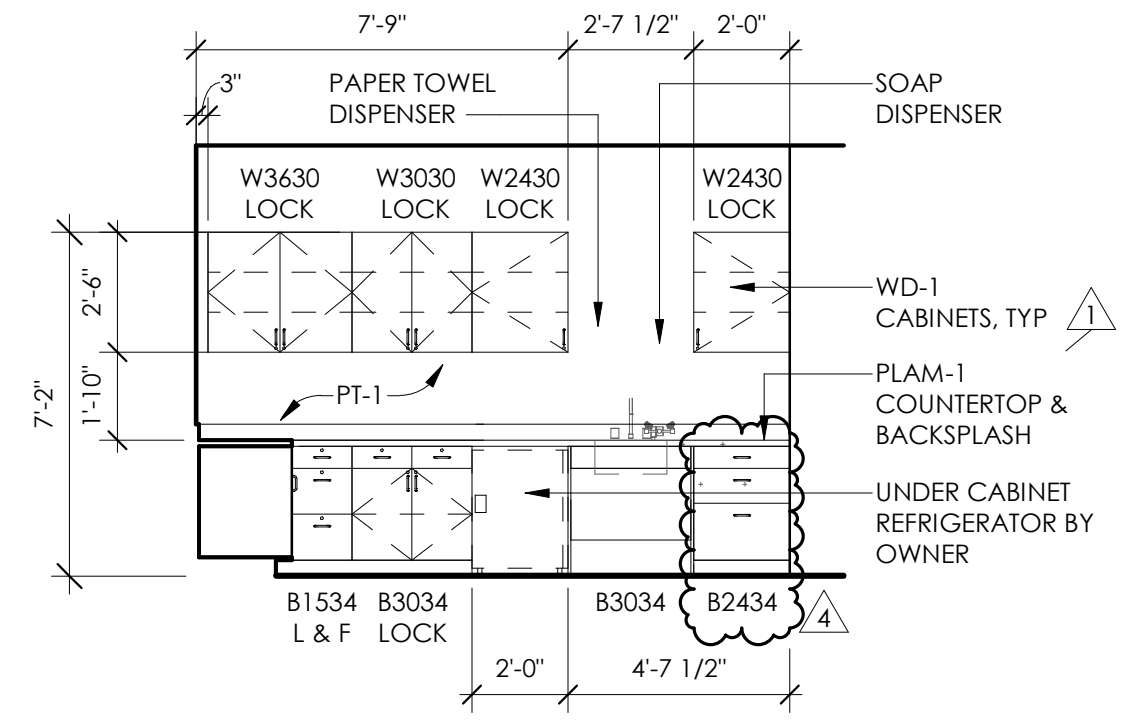


5B RESTROOM 104F - WEST ELEVATION
1/4" = 1'-0"

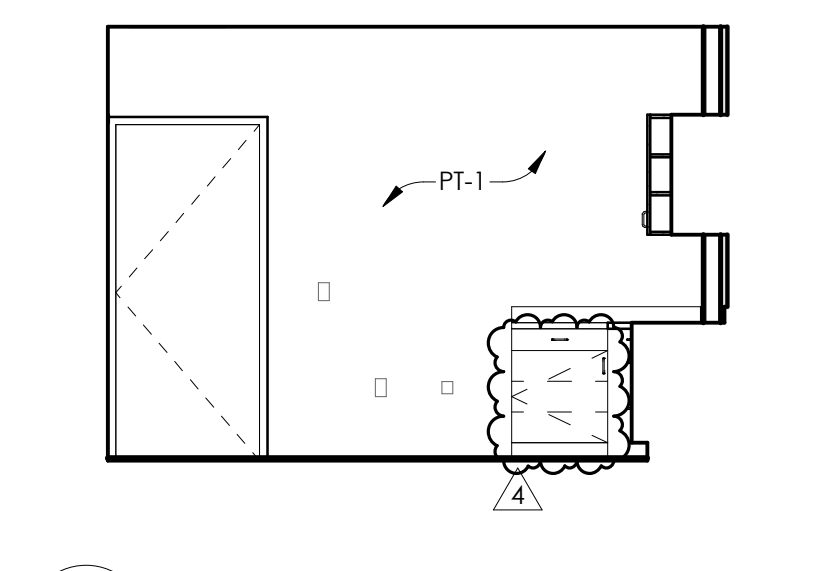
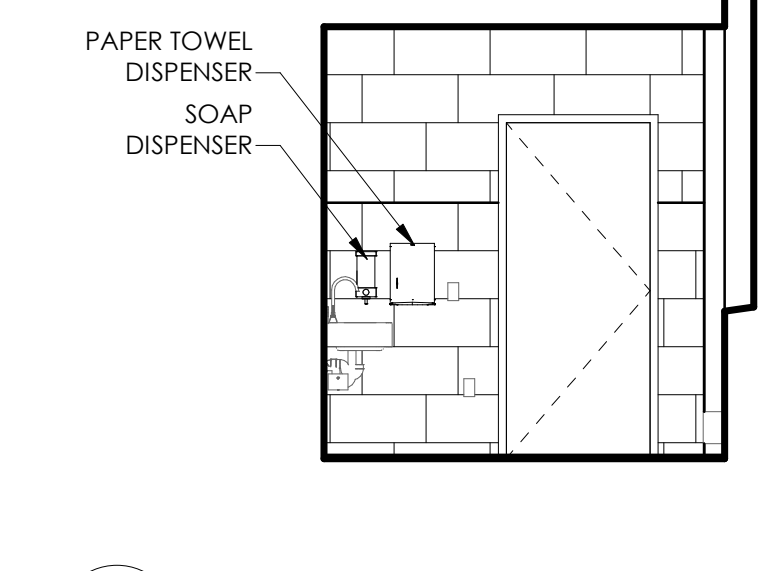
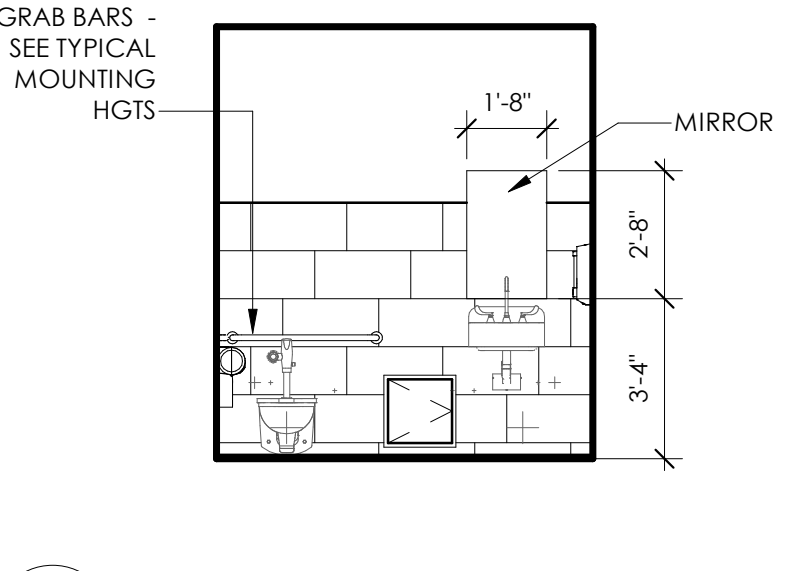
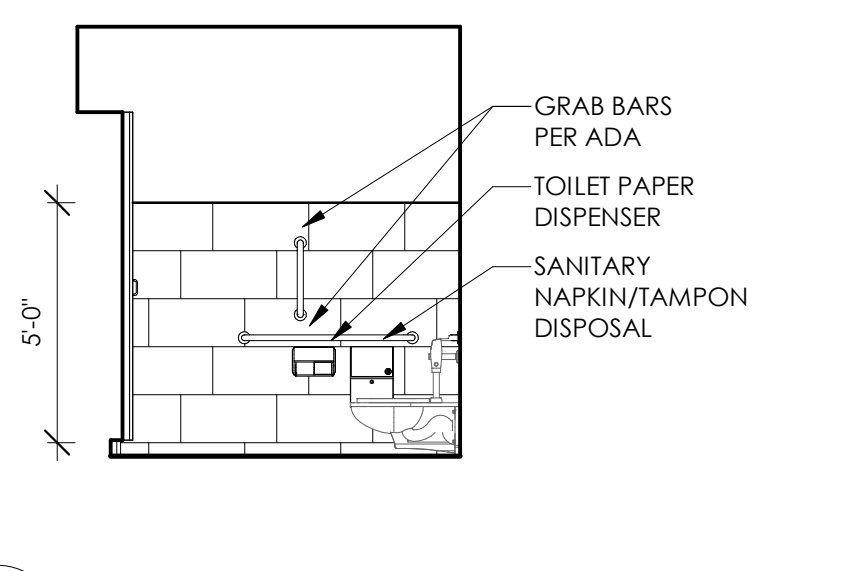
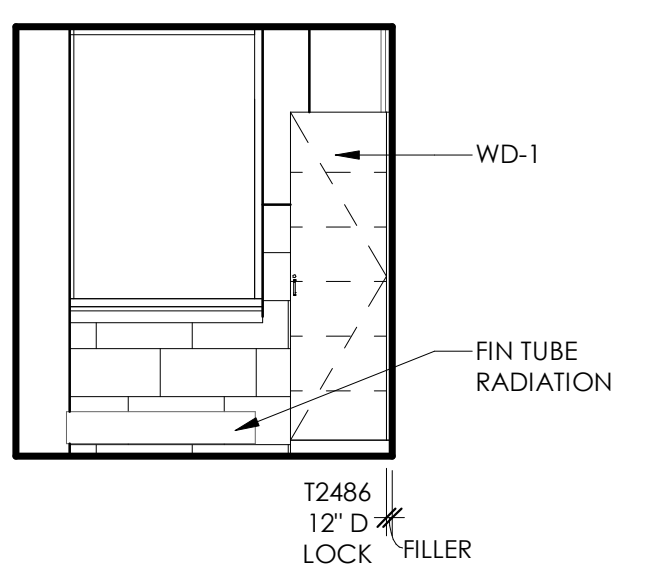
4B RESTROOM 104F - NORTH ELEVATION
1/4" = 1'-0"

3B RESTROOM 104F - EAST ELEVATION
1/4" = 1'-0"

2B RESTROOM 104F - SOUTH ELEVATION
1/4" = 1'-0"



1B NURSE'S OFFICE 104H - NORTH ELEVATION
1/4" = 1'-0"



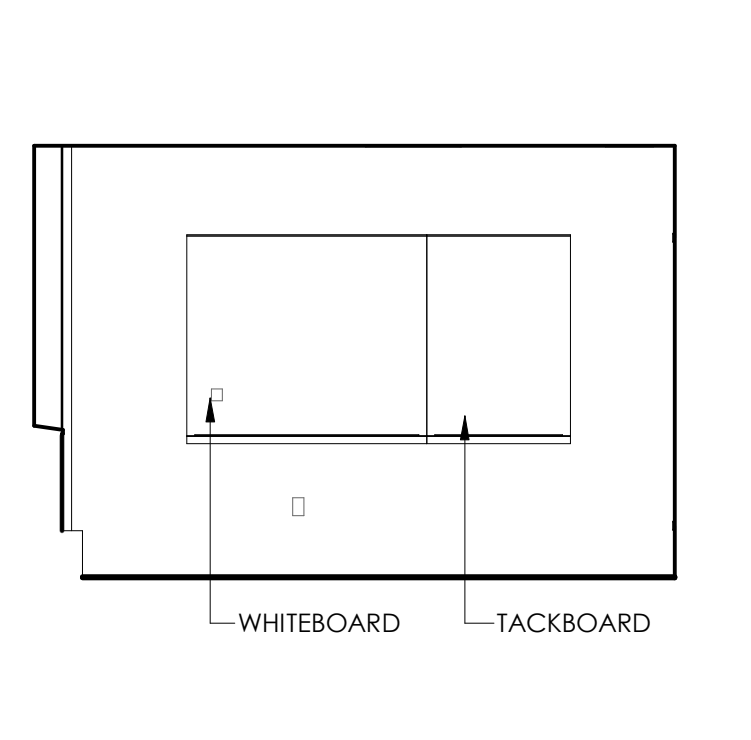
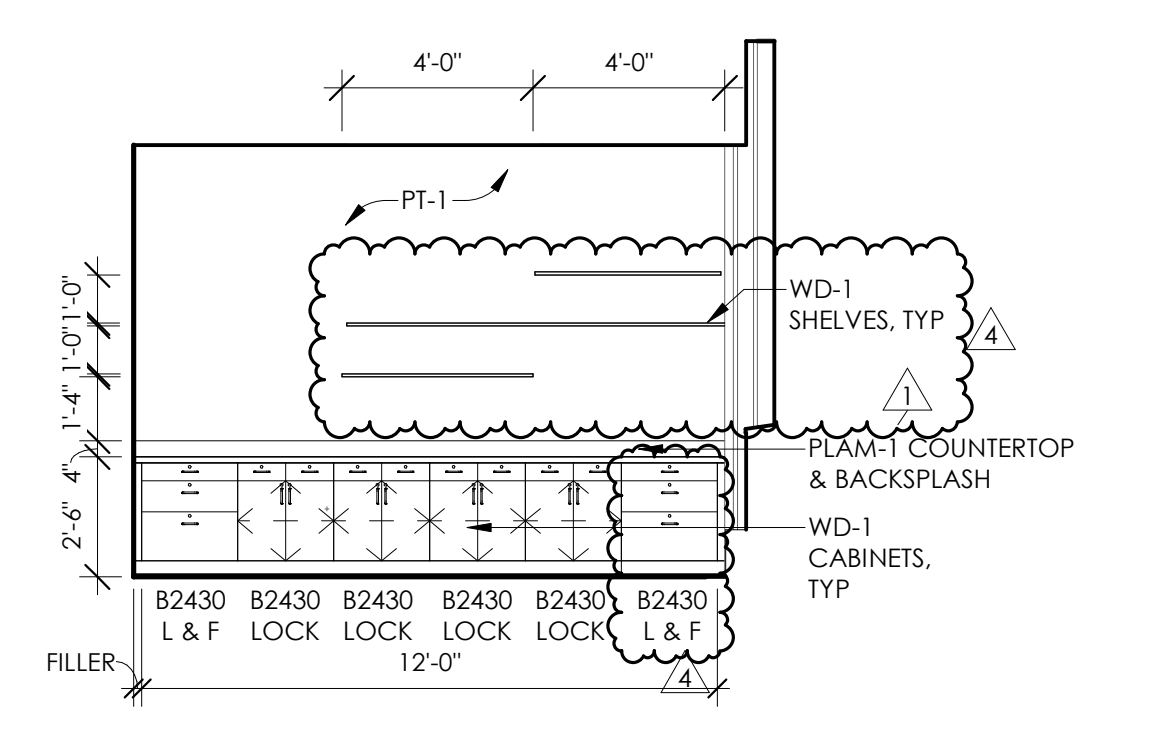
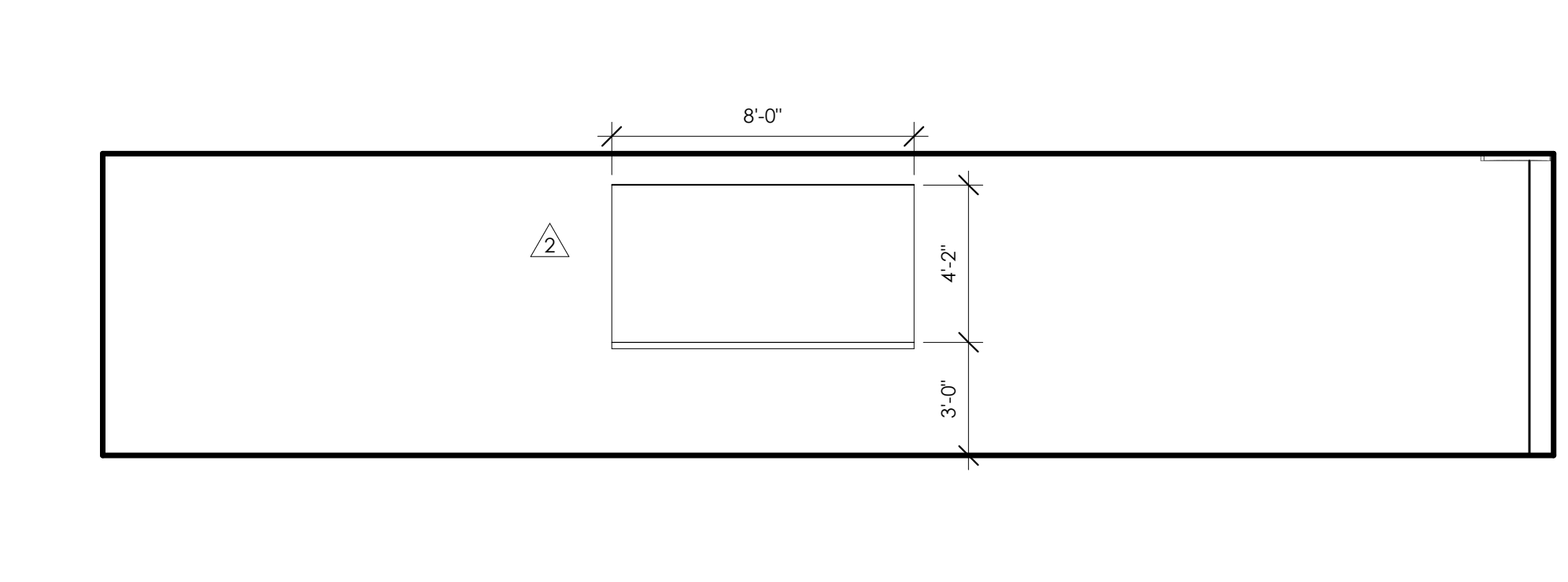
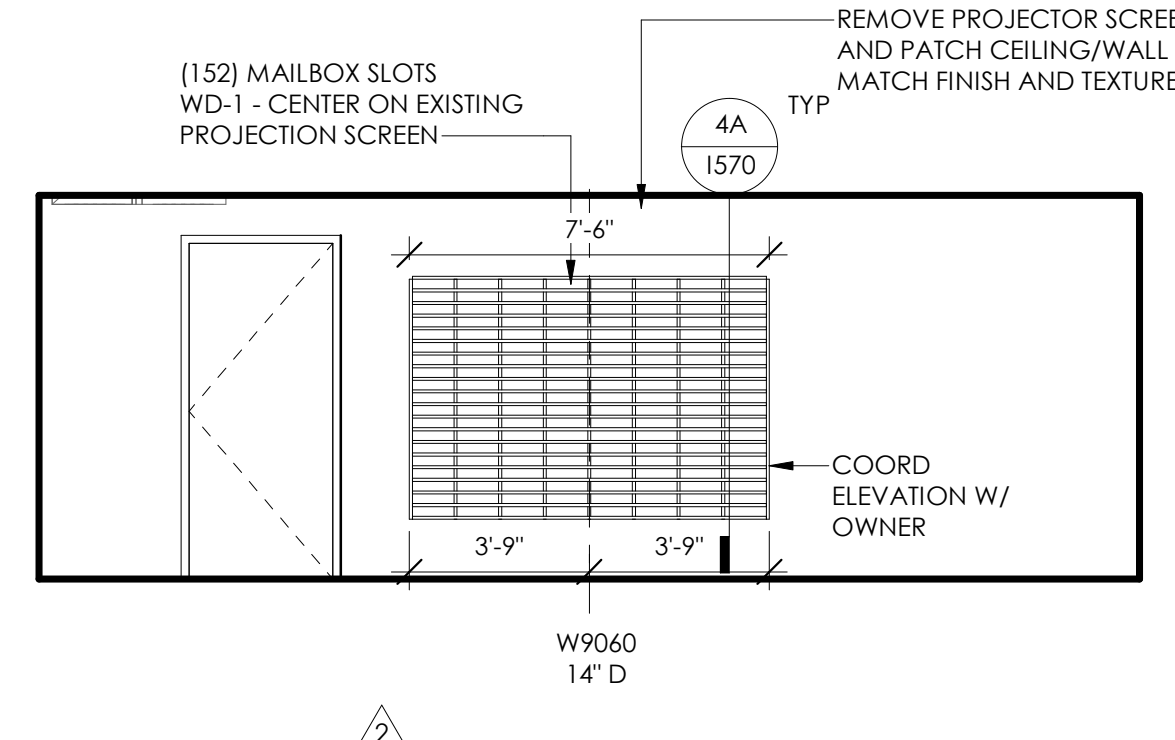
5C RESTROOM 104G - EAST ELEVATION
1/4" = 1'-0"

4C RESTROOM 104G - SOUTH ELEVATION
1/4" = 1'-0"

3C RESTROOM 104G - WEST ELEVATION
1/4" = 1'-0"

2C RESTROOM 104G - NORTH ELEVATION
1/4" = 1'-0"

1C NURSE'S OFFICE 104H - WEST ELEVATION
1/4" = 1'-0"

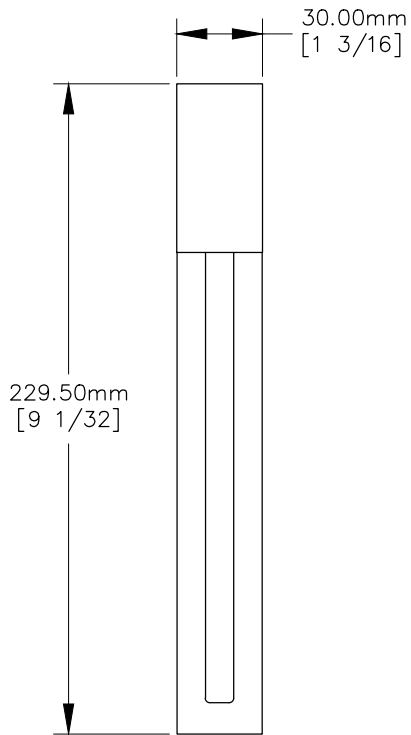


5D HONOR ROOM 009 - SOUTH ELEVATION
1/4" = 1'-0"

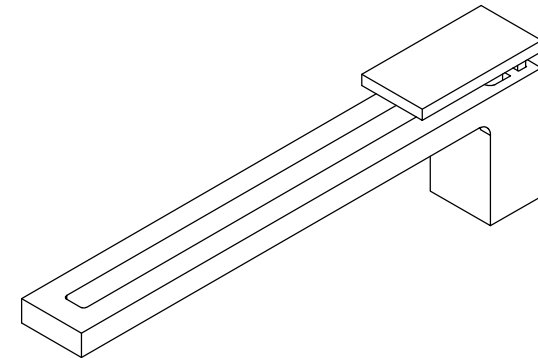
3D HONOR ROOM 009 - EAST ELEVATION
1/4" = 1'-0"

2D PRINCIPAL'S OFFICE 104E - NORTH ELEVATION
1/4" = 1'-0"

1D PRINCIPAL'S OFFICE 104E - SOUTH ELEVATION
1/4" = 1'-0"

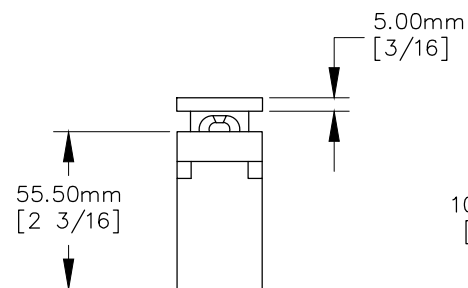


TOP VIEW

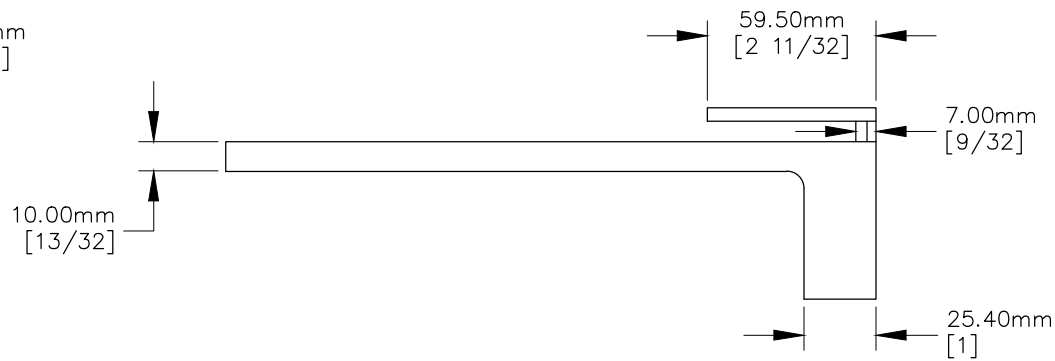


NOTE:

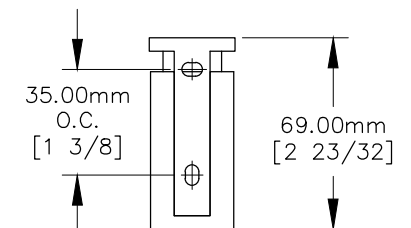
1. Weight capacity is 25 lbs.
2. Bracket spacing is 24 in. MAX.
3. Shelf projection is 12 in. MAX.
4. Shelf thickness is 10.00mm [13/32] MIN. to 48.00mm [1 7/8] MAX.



FRONT VIEW



SIDE VIEW



REAR VIEW



P.O. BOX 3333
MANHATTAN BEACH, CA 90266 USA
PHONE: 310.318.2491 FAX: 310.376.7650
email: info@mockett.com www.mockett.com

PROPRIETARY AND CONFIDENTIAL.
ALL DIMENSIONS HAVE A +/- 1/32" TOLERANCE UNLESS OTHERWISE SPECIFIED. WE DO NOT RECOMMEND DRILLING OR CUTTING ANY HOLES BEFORE RECEIVING A PRODUCT OR A PRODUCT SAMPLE.
ALL MEASUREMENTS ARE IN INCHES.

PART NAME: SH48B		DRAWN BY: AN	LAST EDITED: FM	REQUESTED BY: VM	SHEET: 1 OF 1
SCALE: N.T.S.	TOLERANCE: ± 1/16"	DATE: 2020.11.17	DATE: 2020.11.30	12:00 PM	APPROVED BY: -

PR-21

DESCRIPTION: Pricing for PR-20.

Schedule Impact:

PROJECT : MPS - Justice Page **TIME** 08:53:00
DATE : 2/20/23
PROJECT MANAGER: Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
H2I	1	LS			4320.00	0.00	0.00	4320.00
Margolis	1	LS			1060.44	0.00	0.00	1060.44
Grazzini	1	LS			3217.00	0.00	0.00	3217.00
						0.00	0.00	0.00
Remove Concrete						0.00	0.00	0.00
- Labor	8	HR	97.00			776.00	0.00	0.00
- Material	1	LS		50.00		0.00	53.88	0.00
						0.00	0.00	0.00
Supervision	16	HR	150.00			2400.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								
SUBTOTALS						\$ 3,176.00	\$ 53.88	\$ 8,597.44

TOTAL LABOR	\$ 3,176.00
TOTAL MATERIAL	\$ 53.88
TOTAL SUBCONTRACTS	\$ 8,597.44

SUBTOTAL **\$ 11,827.32**

10% O&P on Labor and Material:	\$ 3,229.88	\$ 322.99
5% O&P on Subcontracts:	\$ 8,597.44	\$ 429.87
3% Bond/Insurance:	\$ 11,827.32	\$ 354.82

TOTAL **\$ 12,934.99**



PROPOSAL Justice Page Shelves CO (94180)

To: Sheehy Construction

Date: 2/20/2023

Project: Justice Page Shelves

Location: 1 W 49th Street, Minneapolis, MN 55419

We propose to furnish and install six (6) flat shelves – 1” x 59” x 12” D as manufactured by Diversified, on 60” H adjustable stainless steel 10” brackets as manufactured by KV using standard design, manufacturing, materials and colors.

Shelving to come in two pieces per row. Based on plans and specifications provided Thursday, 2/16 (PR 021.1 – 110).

Material, freight	\$3,172.00
Installation (7 hrs @ \$125/hr).....	\$875.00
Tax.....	\$273.00
TOTAL.....	\$4,320.00
Deduct to for fixed height shelving.....	\$(930.00)

Qualifications:

1. Due to the unsettled nature of “Steel Tariffs” and “Freight Regulations,” any such surcharges are not included in this proposal. Any steel or freight surcharges incurred will be passed along to the customer.
2. We reserve our right to a schedule extension; change orders for additional costs (including but not limited to material escalation; labor rate increases; acceleration costs; shipping costs; storage costs; administration overhead; etc.) related to any occurrence of an event which is outside of our reasonable control and which prevents us from performing our obligations (Examples but not limited to: acts of God; strikes or other labor disturbances; delays in transportation; war; acts of terrorism; epidemics; pandemics; (such as COVID-19); etc.).

Excludes:

1. Any Liquidated, Consequential and/or Actual Damages clauses.
2. Charges for vertical transportation, Mechanical utilities and connections, Electrical utilities and connections, Bonds, Removal of existing equipment, Traps, Ducts, Fume hood fan/blowers, Fume hood testing/balancing, Rubber/vinyl base, In-wall backing/blocking.
3. Installation of key switch and electrical work for winch(es).

SEE PAGE 2 for Terms & Conditions

This proposal is based upon usage of the AGC/ASA/ASC “Standard Form Construction Subcontract,” 1996 Edition or a subcontract form otherwise acceptable to H2I Group, Inc.

TERMS: Net 30 Days

ACCEPTED: Company _____
 Name _____
 Date _____

RESPECTFULLY,
H2I Group, Inc.

By  _____

Mike Ludwig // 612-500-3336 // MLudwig@h2igroup.com

Note: This quotation is offered for acceptance within 30 days and is subject to revision beyond that time.



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info@h2igroup.com





PROPOSAL Justice Page Shelves CO (94180)

H2I Group Inc. Terms and Conditions

General

These terms and conditions are a component part of the attached proposal and constitute the entire agreement between H2I Group Inc. (hereinafter H2I). By signing the proposal, Customer acknowledges that they understand and accept the proposal and the following terms and conditions. All work shall be done in accordance with the attached proposal unless otherwise provided for in writing and signed by H2I. Applicable sales, excise and use taxes are not included unless otherwise stated in the proposal. Tax exempt entities hereby agree to furnish tax exemption certificates when requested on non-taxable materials. Material Only Contracts: Responsibility for the unloading, handling, storage, and installation of material transfers to the Customer upon shipment from the factory. Customer is responsible for receiving, unloading, and inspecting materials and filing freight claim for any shortage or damage of materials. Delivery and freight charges are not included unless otherwise stated in the proposal.

Site Conditions

A smooth, level, and clean sub-floor shall be provided or as required by H2I. Maintain environment at proper temperature (55-80 degrees F.) and humidity (35-50%) before, during and 30 days following installation. Delays due to circumstances beyond the control of H2I shall entitle H2I to an equitable adjustment of time and contract price.

Acceptance

This proposal may be accepted within 30 days subject to credit approval. H2I reserves the right to revoke this offer prior to acceptance by customer. Customer agrees that, by signing, grant authority to credit bureaus to release credit history information for the purpose of establishing credit with H2I and its subsidiaries. H2I and its subsidiaries may, if payment for work performed by H2I will pass thru from a third party require a credit application, joint check agreement with the property owner/end user if the property owner/end user is a separate entity from the Customer, a copy of the Customer's payment bond, and/or a personal guarantee, as a condition of credit approval. Customer agrees that payments received from a third party for services performed by H2I shall be held in trust and first paid to H2I for material and labor costs paid by H2I.

Installation

This proposal assumes unloading and elevator use shall be conducted during normal business hours. This proposal is based on completing the work during normal business hours. Overtime, evening, and weekend work is available at additional charge. Customer agrees to provide H2I with sufficient and timely unloading facilities, dock and elevator access as needed at no additional cost to H2I. Customer shall provide temporary, secure storage for materials prior to installation. Customer shall provide adequate electrical power, lighting, water, and restroom facilities during installation. Customer shall provide area that is free and clear and prepared for installation.

Engineering

All engineering, proposal drawings, specifications shall represent H2I's investment in engineering skill and development and remain the property of H2I. Such are submitted with the understanding that the information will not be disclosed or used in any way detrimental to H2I's interests.

Changes

Any requests for changes to the scope of work shall be made in writing with signed acceptance by authorized personnel from H2I and Customer.

Liability

H2I shall not be liable for damages in any form or any other claim arising out of strikes, floods, fire, accidents, or any other causes beyond our control. H2I shall not be liable for liquidated, consequential or any other damages or penalties of any kind for delays in completion of work. H2I indemnity obligations to the Customer and owner are limited to the liability created by the gross negligence of Haldeman Homme Holdings, its employees, or subcontractors. In the event the terms of this agreement conflicts with the Customer's proposal or purchase order the parties acknowledge and agree the terms of this agreement shall control.

Payment

Payment in full will be due and payable thirty (30) days from invoice date. Customer agrees to pay progress-billing invoices during the course of the project reflecting partial shipment of material and/or partial completion of labor work performed. Where materials are stored or staged temporarily at the job site or in offsite or bonded warehouse, customer shall pay for materials and reasonable storage charges. The failure of the Customer to make payments within contract terms shall entitle H2I, in addition to all other rights, to suspend all work and shipments and shall further entitle H2I to an extension of time of performance of the work. No payments shall be withheld from, or penalties assessed against H2I due to causes for which H2I is not responsible.

Customer agrees that, if the billed amount is not paid within terms, a service charge will be charged on the overdue balance at a percentage rate of 1.5% (18% ANNUAL PERCENTAGE RATE) for all accounts. If the customer fails to pay the entire unpaid balance on the account when due H2I may without further notice or demand, exercise all rights and remedies available by law for the collection of the balance due on the account. H2I reserves the option to exercise its lien rights at all times in accordance with applicable law to secure collection of amounts due. Applicant will be liable for all expenses of collection with or without suit, including all court costs and reasonable attorney's fees to the extent under applicable state law. Venue shall be the State District Court of Minnesota.

Disputes

Customer and H2I hereby agree that disputes between the parties which cannot be settled amicably, shall be settled through the State District Court of Minnesota.

Cancellation

An officer of H2I must approve cancellation requests in writing. In order to compensate H2I for its investment in engineering, time, processing and administrative work, approved cancellations shall be subject to cancellation charge of 25% of the contract amount plus the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses incurred by H2I.

Warranty

THE MANUFACTURER EXPRESS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY H2I.

Insurance

H2I maintains insurance and will provide certificates of insurance if requested on coverage and limits as provided by its insurance policy. No other insurance coverage is provided including waiver of subrogation or additional named insureds.

Codes

Customer, architect and/or contractor shall be responsible for all local, state, and federal agency code compliance, permits, fees, design, engineering, and testing. H2I does not provide professional liability or pollution insurance for any of these services. Costs for any and all such services are not included in this proposal.

Signature: _____ Name: _____ Date: _____
(Please Print)



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info@h2igroup.com



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Proposal

Margolis Company

Client Name: Sheehy Construction
Project Name: Justice Page
Jobsite Address: Mpls, MN
Estimate ID: EST3607815
Date: Dec 28, 2022

Billing Address: 360 W. Larpenteur Avenue, Suite 200
 Saint Paul, MN 55113
Drawing #: PR 021.1

We are pleased to quote the following items for the referenced project. Prices are per plans PR 021.1 except as noted and include labor and materials.

TOTAL PR # 021.1 : \$ 1,060.44

GENERAL CONDITIONS \$200.00

Hardgoods (M) \$27.84

0	per \$1,000	Material Escalation Factor - 5% (Hardgoods)	
15	SF	Fabric - 3oz SpunBond - SRW SB3, 6' x 250' Rolls	
0.3	TN	Rock - Dresser Trap - 3/4"	Product 814

Rock Area (L) \$832.60

Subtotal	\$1,060.44
Taxes	\$0.00
Estimate Total	\$1,060.44

Please contact us if you need any further clarifications or breakdowns

Addendum: x

Proposal does NOT include: Concrete Removal

- Excessive mobilizations [**x** included],
- Additional labor costs for schedule delays by others [assumes a 20**xx** install],

- Demo & removal of existing site or landscape features,
- Topsoil for lawn & seeded areas,
- Cleanup or removal of weeds, construction debris, or trash,
- Finish grading/tolerance greater than +/- 1/10' for all work areas,
- Temporary fencing or protection of existing or new landscape,
- Sub-cutting or initial excavation for pavers, retaining walls, or planting soils,
- Draintile or drainage utilities,
- Surveyor's layout, grades, or temporary benchmarks,
- Site drainage, temporary diversion, dewatering, and maintenance of a dry work area,
- Site access provisions to work area other than passable with rubber tired equipment and delivery access with semi-trailer greater than 50' of installation area,
- Aggregate base, subbase, or subgrade preparation,
- Concrete footings, bases, curbs, edging, flatwork, or paving,
- Install of concrete embed items (sleeves, anchors, etc.),
- Private utility location and/or relocation,
- Soil testing and evaluation by geotechnical engineer of the reinforced fill, retained fill, or foundation soils,
- Rock excavation, soil corrections, or import of suitable backfill sand/soils,
- Potable water supply plumbing for irrigation to an accessible exterior green space [**xx'** supply @ **XX GPM & XX PSI**, water meter, backflow prevention, & booster pump],
- Electrical service for irrigation [120v power to irrigation controller] or conduit to exterior for control wire path,
- Coring drilling of walls or boring of irrigation sleeves under existing or new paving [proposal assumes laid in place],
- Roof/Waterproofing System Layers [waterproofing, rootbarrier, drainboard, insulation, leak detection systems, or full system warranty],
- Restoration for any disturbed areas not hatched on Planting Plans,
- SWPPP requirements install, monitoring, maintenance, removal and disposal,
- Landscape inspection, maintenance or watering past specified period,
- Warranty or replacement of our finished work from damages by others or forces out of our control,
- Prepayment of required material down-payment/deposits [allow for billing as material on hand],
- Lane closure permits & traffic/pedestrian control,
- Dumpsters or recycling bins for waste items,
- Street cleaning & dust control,
- Night or weekend work,
- Prevailing Wages, payroll or utilization reports,
- Winter conditions or installation of materials outside of specified temperature ranges,
- All permits, fees, or special licenses associated with the construction of this work,
- Performance & payment bond (if required add 1.6% to total proposal),
- Any work not related to the items quoted.

ALL PRICING IS VALID FOR 60 DAYS AFTER DATE OF QUOTE

This proposal will become part of the subcontract agreement. Unless otherwise approved in writing all quoted items are tied.

If you have any questions, please let us know.

Thank you,

Jerry Romero

President / Project Manager

O: 651-488-7258 F: 651-488-0693 C: 612-554-0301

E: jromero@margolisco.com

Margolis Company is a Union Contractor (Laborers Local 563 & Operators Local 49)

Estimate authorized by: _____
 Company Representative

Estimate approved by: _____
 Customer Representative

Signature Date: _____

Signature Date: _____



NATIONWIDE CONTRACTORS SINCE 1923
Proven Reliable Craftsmanship
 Tile, Terrazzo, Stone & Floor Covering
An Equal Opportunity Employer

December 29, 2022

Sheehy Construction Co.

Suite 200
 360 WEST LARPENTEUR AVENUE
 St. Paul, MN 55113-6782

ATTN: Danial Hannover

**RE: Justice Page Middle School
 Addition & Renovation
 10 WEST 50TH STREET
 Minneapolis, MN 55419-5526
 PR #21 - Stone Doorway Wrap**

Dear Danial:

We have completed the work per the attached ticket and submit the following costs.

COST EFFECT:	ADD	\$3,217
SCHEDULE EFFECT:	ADD	2 MAN DAYS

See attached additional work authorization sheet for details on work performed.

If you have any questions regarding any of the above, please contact the writer of this letter.

Sincerely,

GRAZZINI BROTHERS AND COMPANY

Mark Miranda

Senior Project Manager





PROJECT: JUSTICE PAGE MIDDLE SCHOOL
 PROPOSAL: PR #21 - Stone Doorway Wrap
 CONTRACTOR: SHEEHY CONSTRUCTION CO.

JOB NUMBER: 2-22-0033
 DATE: 12/29/2022

SCHED IMPACT (MAN DAYS)	2	DAYS
-------------------------	---	------

09 30 TILING

09 30 13.10 Ceramic Tiling

ITEM CODE	DESCRIPTION	CREW	QUANTITY	UNIT	LABOR OUTPUT	MAN HOURS	AVE MH RATE	LABOR TOTAL	MATERIAL UNIT PRICE	MATERIAL TOTAL	TOTAL
	PR #21 - Stone Doorway Wrap										
	Adair Sepia Fine Tile 12"x24"x3/4"		30.00	SF	0.27	8.00	101.18	809.44	28.50	855.00	1,664.44
									Material Waste Factor:	15.00%	
TOTALS											
			30.00			8.00		809.44		128.25	1,792.69
									SUBTOTAL		

Equipment and Equipment Operating Costs

ITEM CODE	DESCRIPTION	Crew	% of Total MH	QUANTITY	UNIT	AVE MH RATE	LABOR TOTAL	RENTAL COST	RENTAL TOTAL	HOURLY OP COST	TOTAL OP COST	TOTAL
	Tile Saw		10.00%	0.80	HRS	101.18	80.94	9.56	7.65	1.32	1.06	89.65
	Small Tool / Tool Repairs		5.00%	0.40	HRS	101.18	40.47	-	-	-	-	40.47
	Material Handling		5.00%	0.40	HRS	101.18	40.47	-	-	-	-	40.47
				1.60			161.89		7.65	SUBTOTAL	1.06	170.59

Miscellaneous Items

ITEM CODE	DESCRIPTION	CREW	QUANTITY	UNIT	MATERIAL UNIT PRICE/RATE	MATERIAL TOTAL	TOTAL
	Setting Materials	D7	30.00	SF	0.85	25.50	25.50
	Freight	NA	450.00	LBS	0.70	315.00	315.00
	Job Specific Safety	D7	7%	%	-	-	67.99
						SUBTOTAL	408.49

Supervisory Requirements

Project Management / Coordination

ITEM CODE	DESCRIPTION	CREW	% of Total MH	QUANTITY	UNIT	AVE MH RATE	LABOR TOTAL	TOTAL	
7000280	Foreman	D7	5.00%	0.40	HRS	106.40	42.56	42.56	
7000220	General Foreman	D7	2.50%	0.20	HRS	107.14	21.43	21.43	
				0.60	HRS			63.99	
								SUBTOTAL	2,435.76

ITEM CODE	DESCRIPTION	PERCENTAGE (%)	TOTAL
6200010	Sales Tax	8.025%	106.93
6200010	Overhead	15.00%	381.40
6200010	Profit	10.00%	292.41
TOTAL			3,216.51



PROPOSAL REQUEST

PR 021.1

Date:	12/7/2022
Project:	Justice Page Middle School Addition and Renovation Miller Dunwiddie Project No. MPS2101
RE:	PR 021.1
To:	Danial Hanover, Sheehy Construction
From:	Laura Stene

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

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

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

DESCRIPTION

1. L110 – Landscape Entry Site Plan
 - a. Remove concrete at overflow drain up to nearest saw cut joint. Provide and install mineral mulch. Grade to slope away from the building, minimum 2%.
2. ~~A740 – Water Mitigation~~
 - a. ~~Patch concrete at window wells with a high strength, non-shrink grout~~
 - i. ~~Submit product data for review~~
 - b. ~~Provide and install sealant over foam backer rod along the tops and sides of window well coverings and the building. Create a cove profile sealant joint to direct water away from structure.~~
 - c. ~~Provide and install asphalt joint filler at bituminous and concrete joints. Credit owner for sealant and backer rod.~~
3. 3D/I201 – Interior Elevations – Science 110 & 111
 - a. Provide and install 12" deep WD-1 shelves, with SSTL brackets, in science classroom 110.
 - i. 1" thick, 9-ply veneer core plywood, exposed face veneer both sides, with 3 mm hardwood banding on exposed front edge.
 - ii. Provide PD for architect approval.
 - iii. Products and materials to meet specifications:

1. 12 35 53 Manufactured Wood-Veneer Faced Laboratory Casework
4. 5D/I200 – Interior Elevations
 - a. Install STN-1 as noted to wrap recessed surfaces. Material may be sourced from extra material required in specifications (minimum requirement is 3% per spec).
5. Additional Grommets: Coordinate locations with architect and owner prior to installation.
 - a. Admin Desk (x2) –Additional openings to reduce number of cords on the desk by serving equipment near the phones or the computers.
 - b. Nurse's Office (x1) – Additional opening to allow the microwave to plug into the outlet behind the medical fridge.

ATTACHMENTS

- Drawings: L110, A740, I200, I201

C: Paul May, Miller Dunwiddie
Kermit Duncan, Miller Dunwiddie
Megan Miller, Miller Dunwiddie
Diedra Geye, MPS
Dave Weinzettl, Sheehy

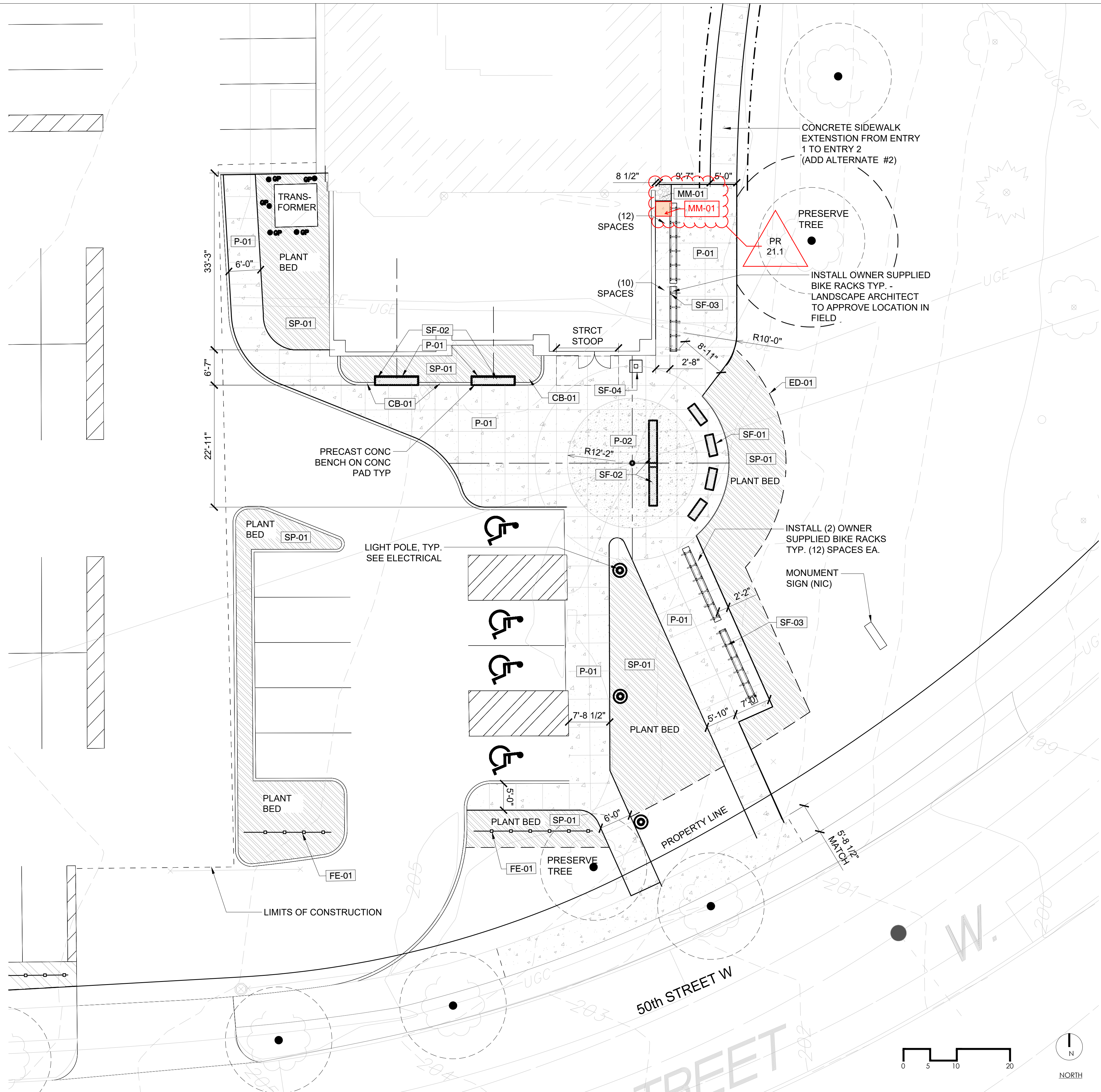
SEE L010 FOR MATERIALS SCHEDULE

LEGEDN - ENTRY

SYMBOL	CURB DESCRIPTION
CB-01	CURB TYPE 1
SYMBOL	EDGING DESCRIPTION
ED-01	EDGING @ TURF EDGES 3/16" STEEL EDGING STAKED IN PLACE
SYMBOL	FENCE & GUARDRAIL DESCRIPTION
FE-01	FENCE TYPE 1 - DECORATIVE 3' HT. FENCE
SYMBOL	MINERAL MULCH DESCRIPTION
MM-01	MINERAL MULCH TYPE 1
SYMBOL	PAVING DESCRIPTION
P-01	PAVING TYPE 1 - STND CONC WALK SECTION & SPEC PER CIVIL
P-02	PAVING TYPE 2 - DECORATIVE CONCRETE
SYMBOL	SITE FURNITURE DESCRIPTION
SF-01	SITE FURNISHING - BENCH 4'
SF-02	SITE FURNISHING - BENCH 8'
SF-03	BIKE RACKS
SF-04	TRASH RECEPACLE
SYMBOL	SOIL PROFILE DESCRIPTION
SP-01	SOIL TYPE 1
SYMBOL	WALL DESCRIPTION
WL-01	WALL TYPE 1 PRECAST CONC SEAT WALL ON CONC SLAB

NOTE:
All proposed work in the Public right-of-way shall comply with the current edition of the City of Minneapolis Standard Supplemental Specifications for Construction and Minnesota Department of Transportation Standard Specifications for Construction, current edition and its attachments (refer to the following: <http://www.minneapolismn.gov/publicworks/plates/index.htm>).

A Sidewalk Construction Permit must be obtained prior to the start of any work in the Public right-of-way. Any concrete construction work within the Public right-of-way must be performed by a contractor who has a certificate of liability insurance (ACORD form) on file with Public Works Sidewalk Inspections prior to the start of any work within the Public right-of-way. For more information call 612-673-2420. The contractor can apply for a sidewalk construction permit at www.sidewalk.mpls.mn.roway.net and follow the instructions on the web site.



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

Tom Whitlock
Signature
Tom Whitlock
Name

11/22/2021 26292
Date License #

PROJECT
JUSTICE PAGE MIDDLE SCHOOL ADDITION AND RENOVATION

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

REVISED

Mark	Date	Description
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
PR 21.1	12/05/2022	PR 21.1

Project Number: MPS2101
Date: 11/22/2021
Drawn By: JG/AH
Checked By: TW

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DRAWING TITLE
LANDSCAPE ENTRY SITE PLAN

DRAWING NUMBER

L110

PROJECT

JUSTICE PAGE MIDDLE SCHOOL ADDITION AND RENOVATION

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

REVISED

Mark	Date	Description
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
PR 21.1	12/05/2022	PR 21.1

Project Number:	MPS2101
Date:	11/22/2021
Drawn By:	LES, MJM
Checked By:	JMT, PGM

© 2021 Miller Dunwiddie Architecture, Inc.

DRAWING TITLE

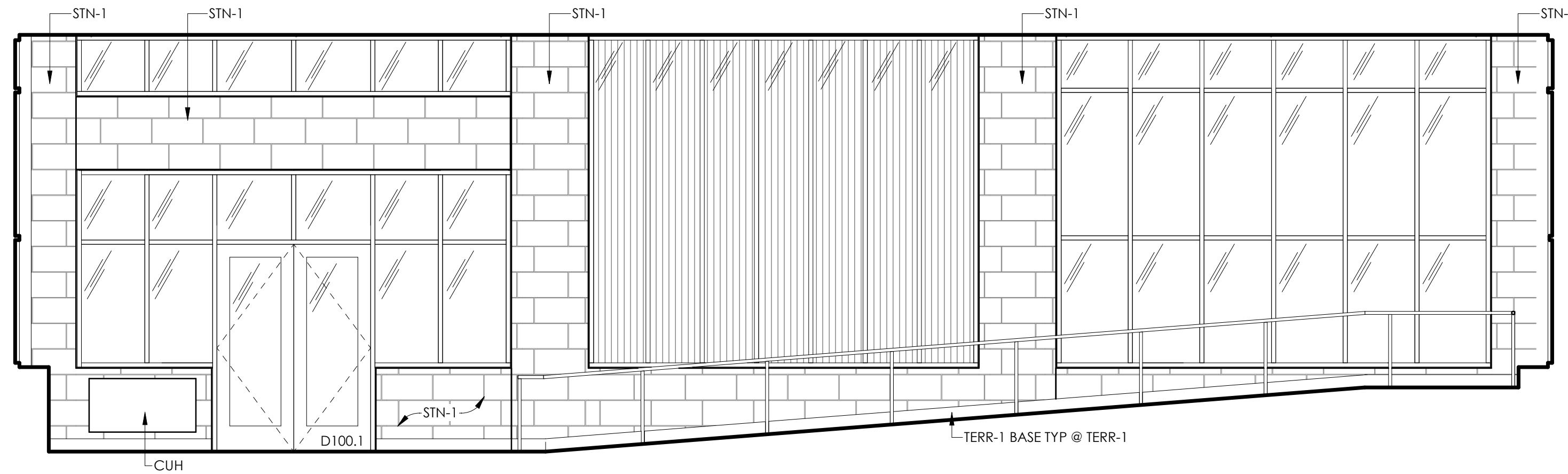
INTERIOR ELEVATIONS - ADDITION

DRAWING NUMBER

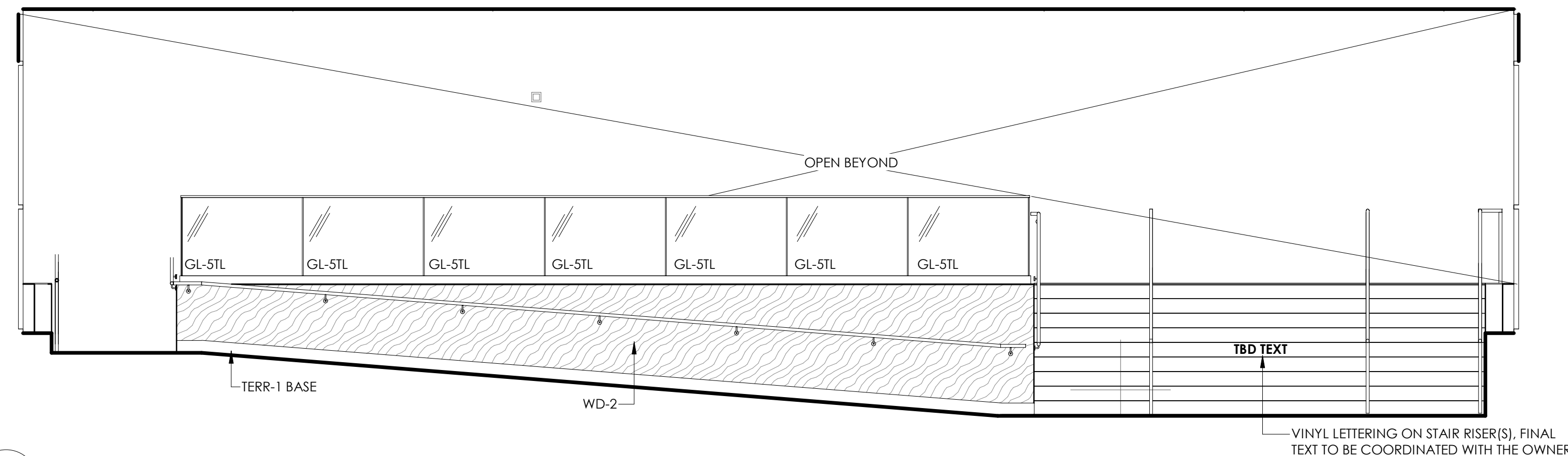
1200

INTERIOR ELEVATION NOTES

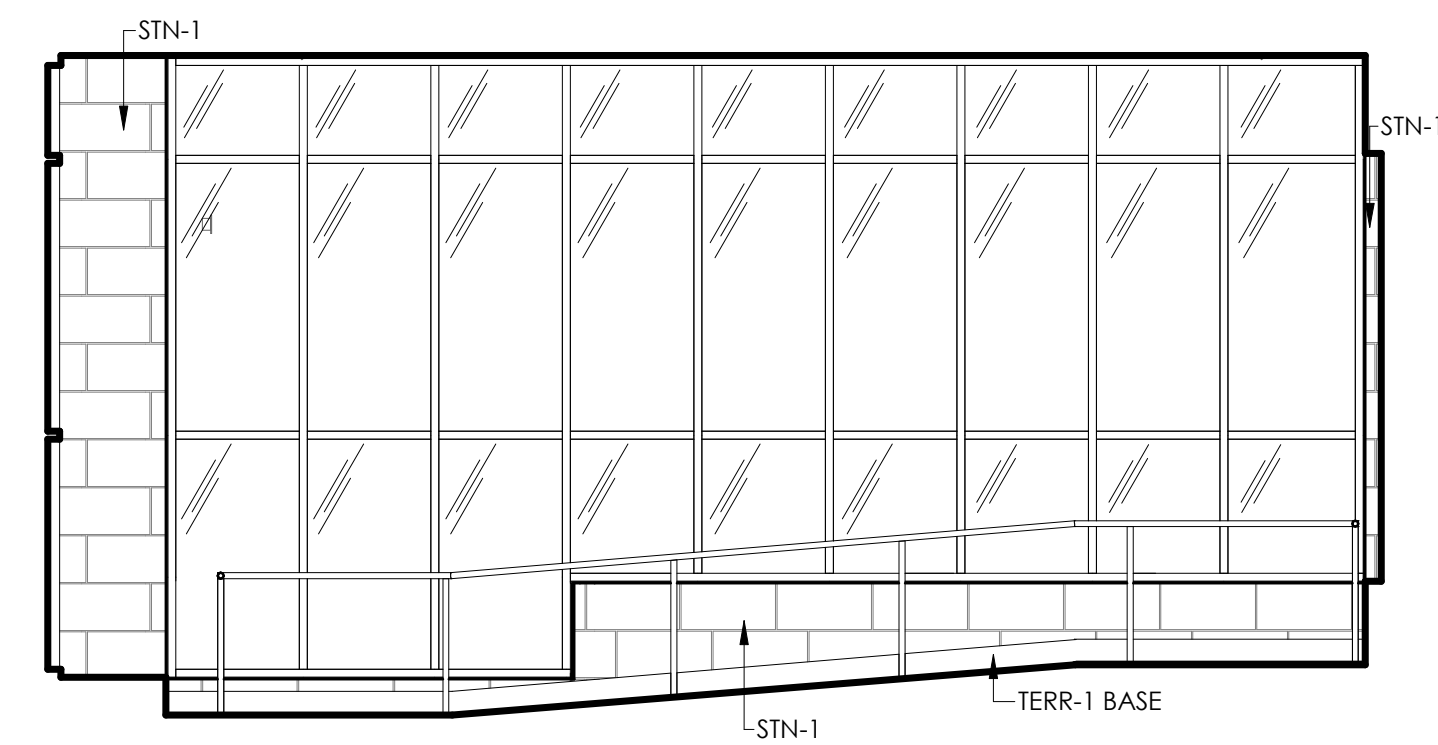
1. SEE G201 FOR WALL AND PARTITION TYPES.
2. SEE I203 FOR TYPICAL MOUNTING HEIGHTS.
3. SEE 3C / I500 FOR TYPICAL RESTROOM WALL FINISHES.
4. PROVIDE BLOCKING OR BACKER MATERIAL FOR ATTACHMENT/MOUNTING OF WALL HUNG ITEMS OR EQUIPMENT DESCRIBED IN THE DOCUMENTS.
5. SEE FINISH PLANS FOR TYPICAL FLOOR AND WALL TREATMENTS FOR EACH ROOM/AREA. INTERIOR ELEVATIONS ARE NOT PROVIDED FOR EACH WALL.
6. ALL FIXTURES & ACCESSORIES PER MPS MASTER SPECIFICATION.
7. SEE A570 FOR CASEWORK TYPES.



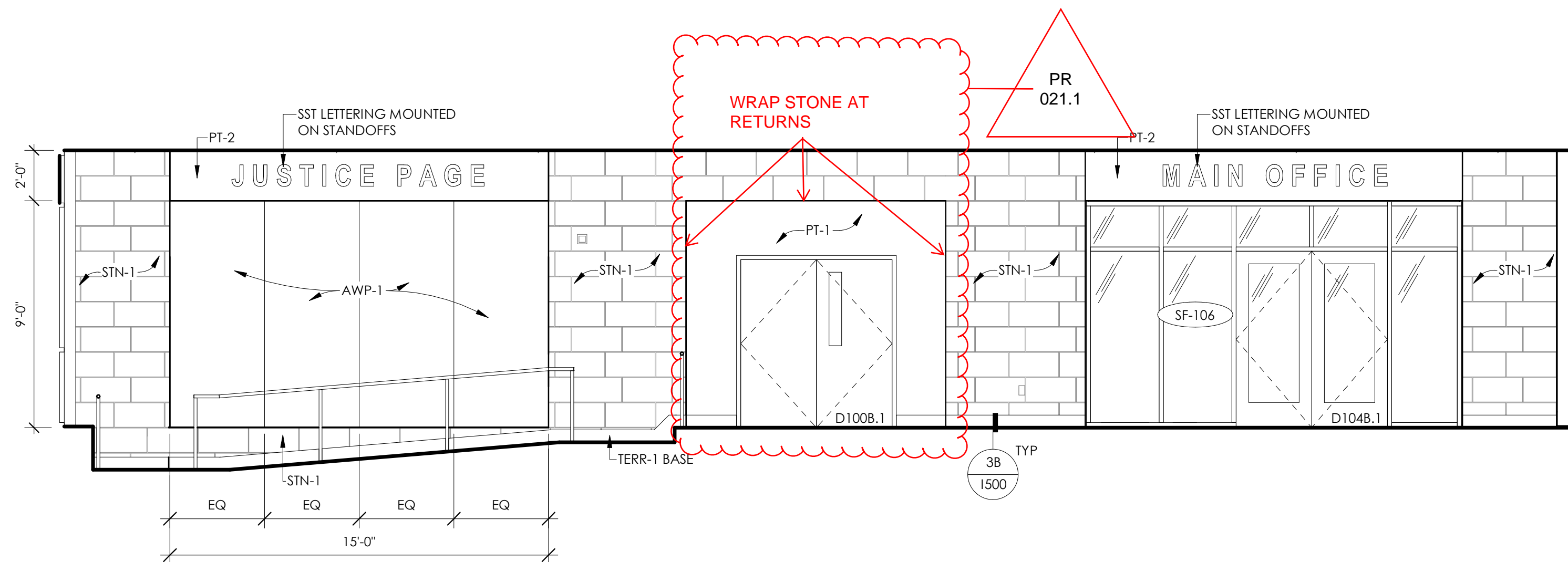
5B ENTRY VESTIBULE 100 - SOUTH ELEVATION
1/4" = 1'-0"



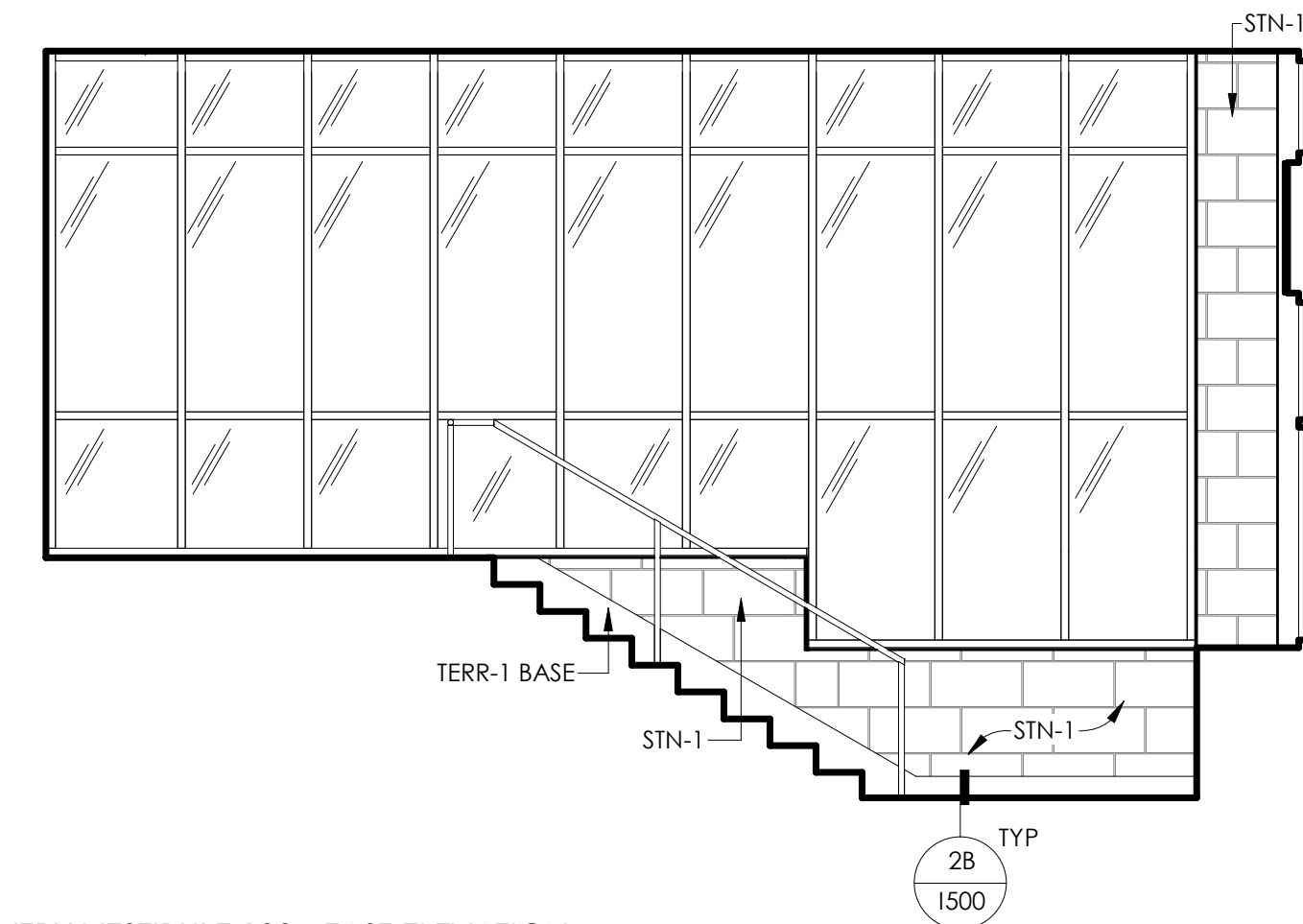
5C ENTRY VESTIBULE 100 - NORTH RAMP ELEVATION
1/4" = 1'-0"



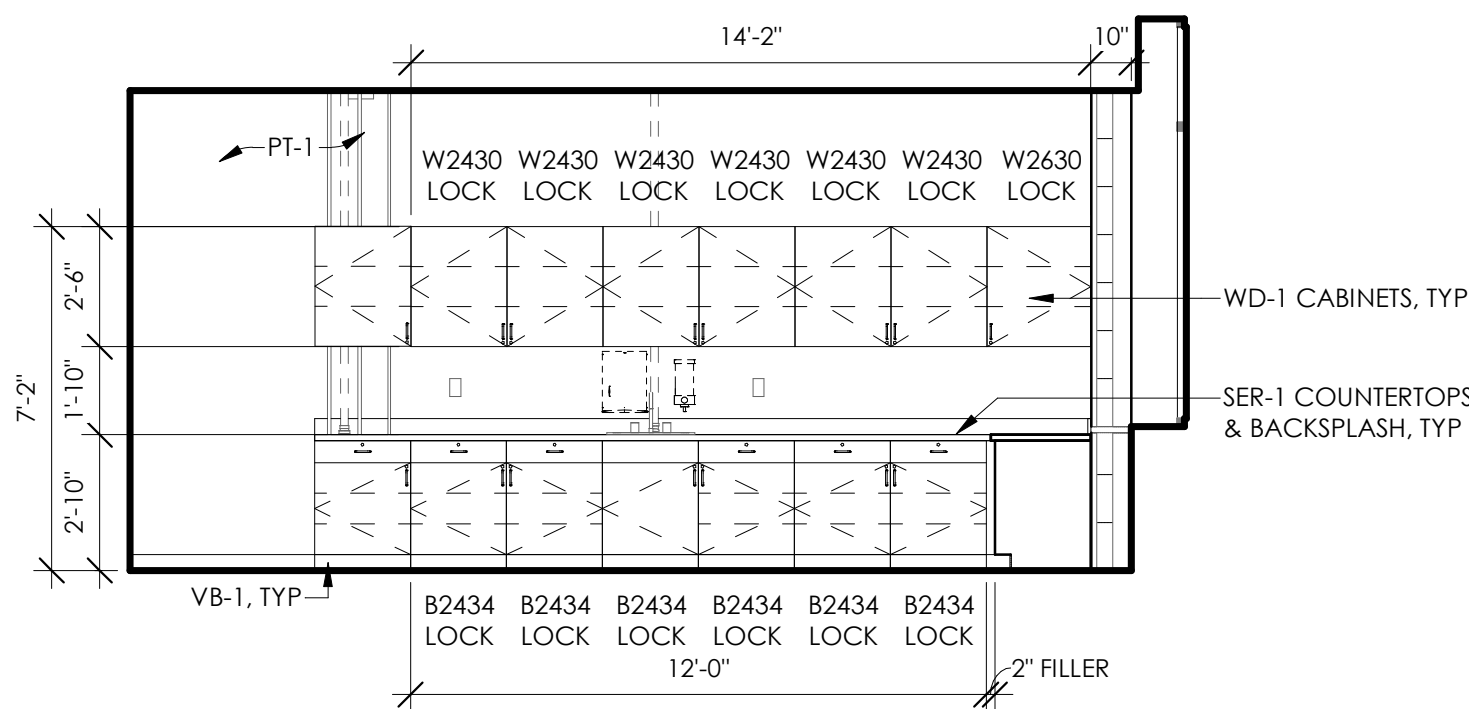
2C ENTRY VESTIBULE 100 - WEST ELEVATION
1/4" = 1'-0"



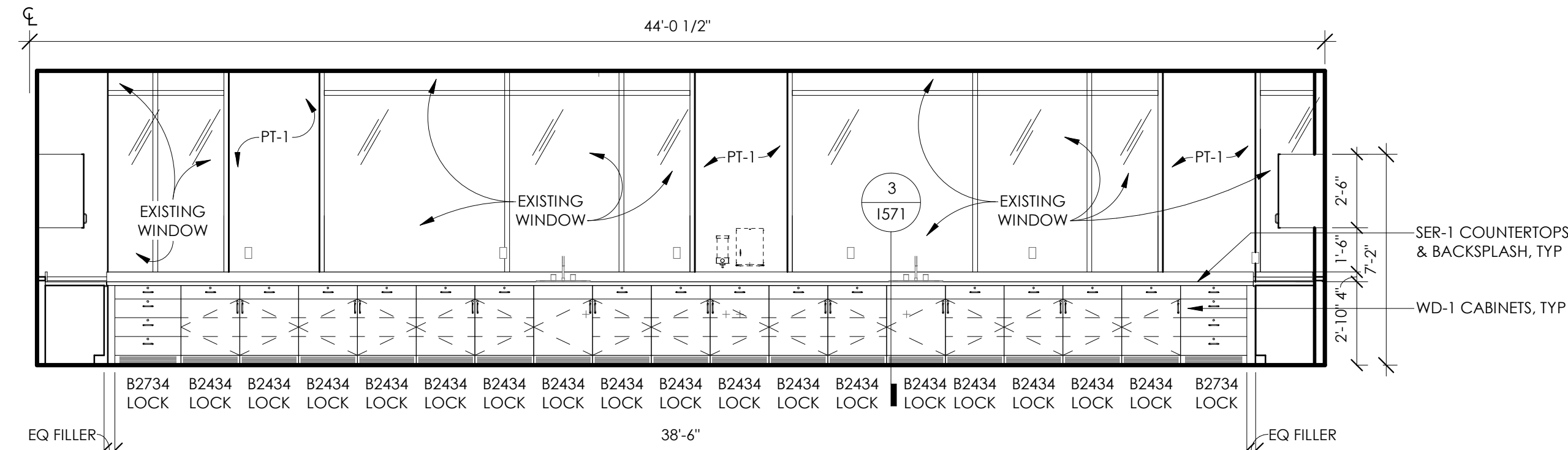
5D ENTRY VESTIBULE 100 - NORTH ELEVATION
1/4" = 1'-0"



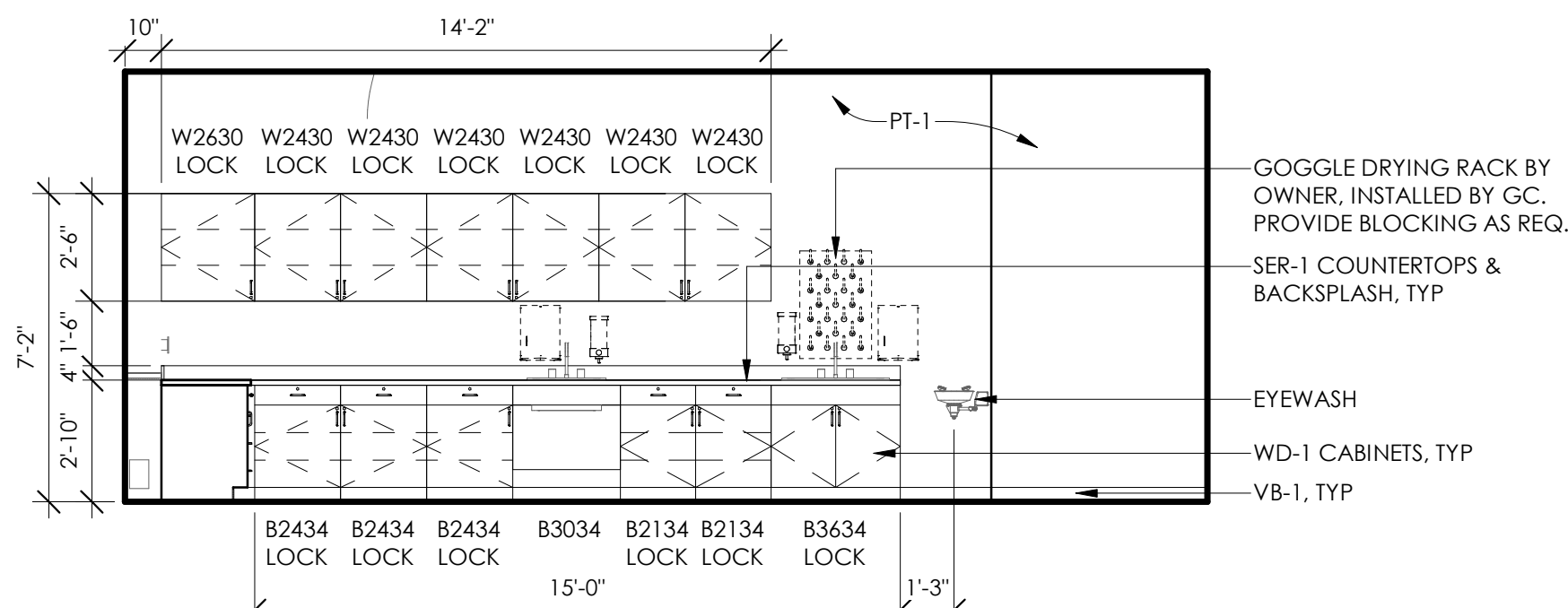
2D ENTRY VESTIBULE 100 - EAST ELEVATION
1/4" = 1'-0"



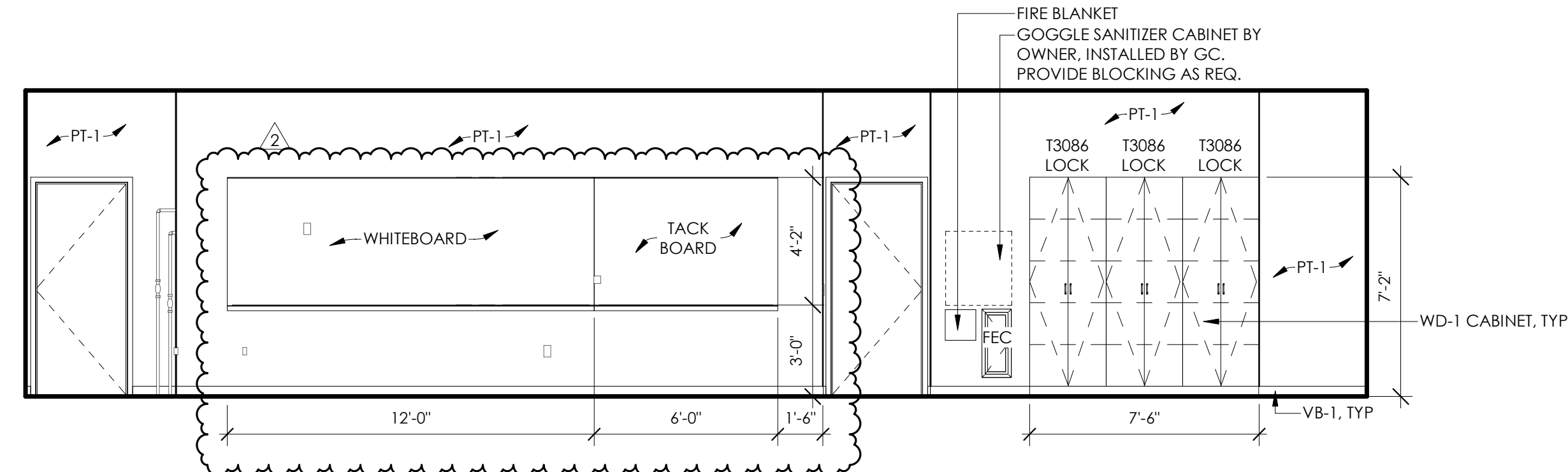
5A SCIENCE 111 - EAST ELEVATION
I201 1/4" = 1'-0"



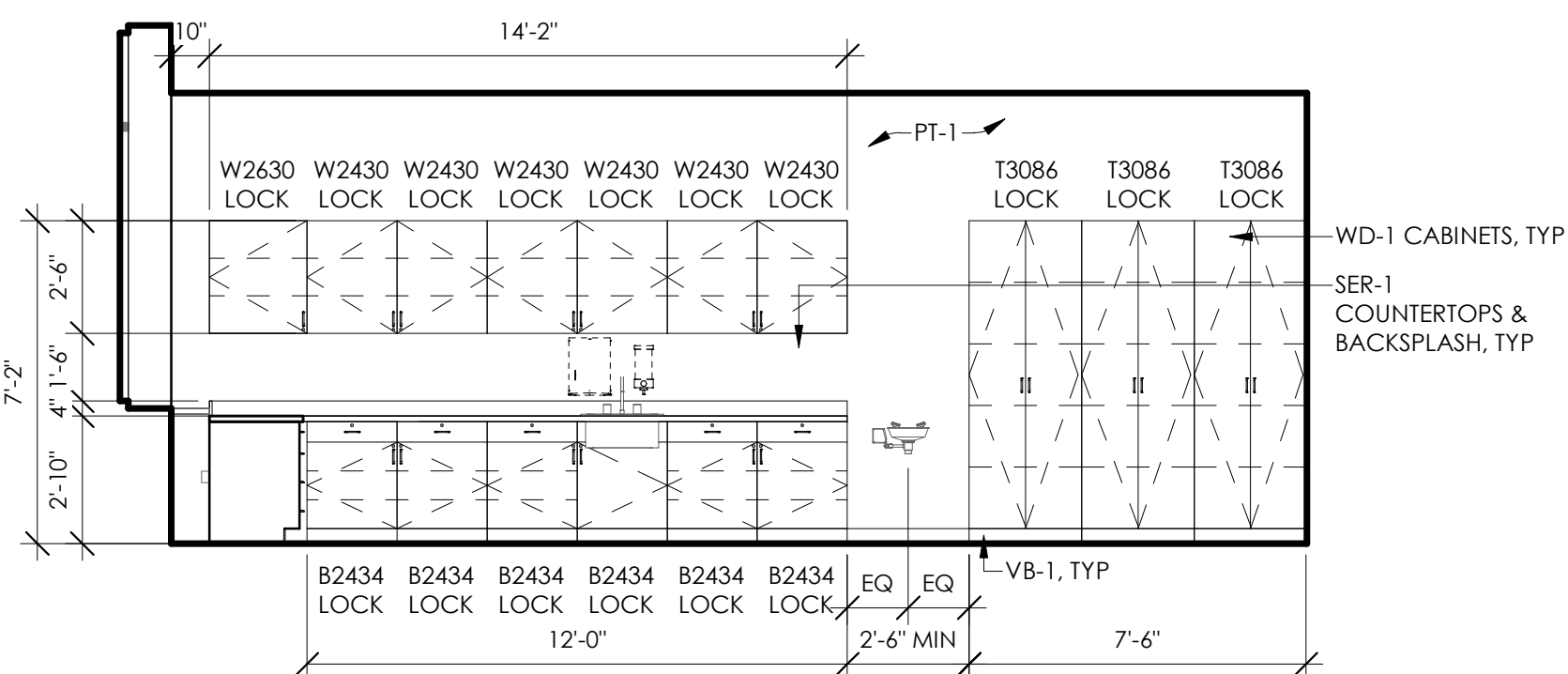
3A SCIENCE 111 - SOUTH ELEVATION
I201 1/4" = 1'-0"



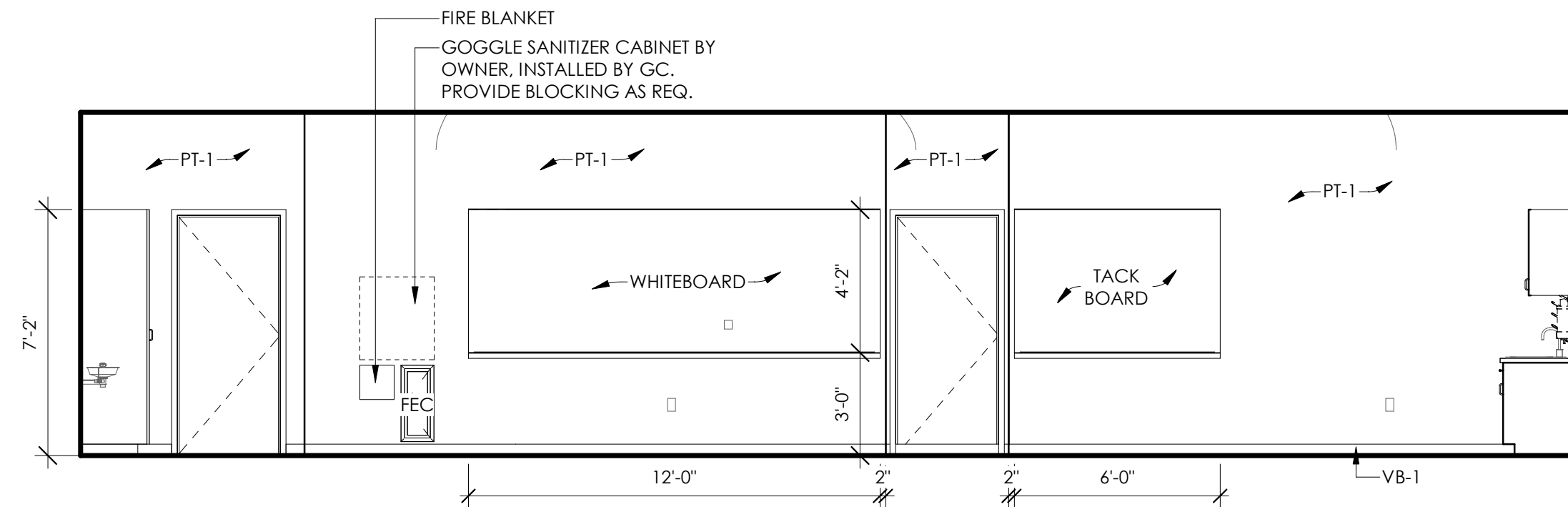
5B SCIENCE 111 - WEST ELEVATION
I201 1/4" = 1'-0"



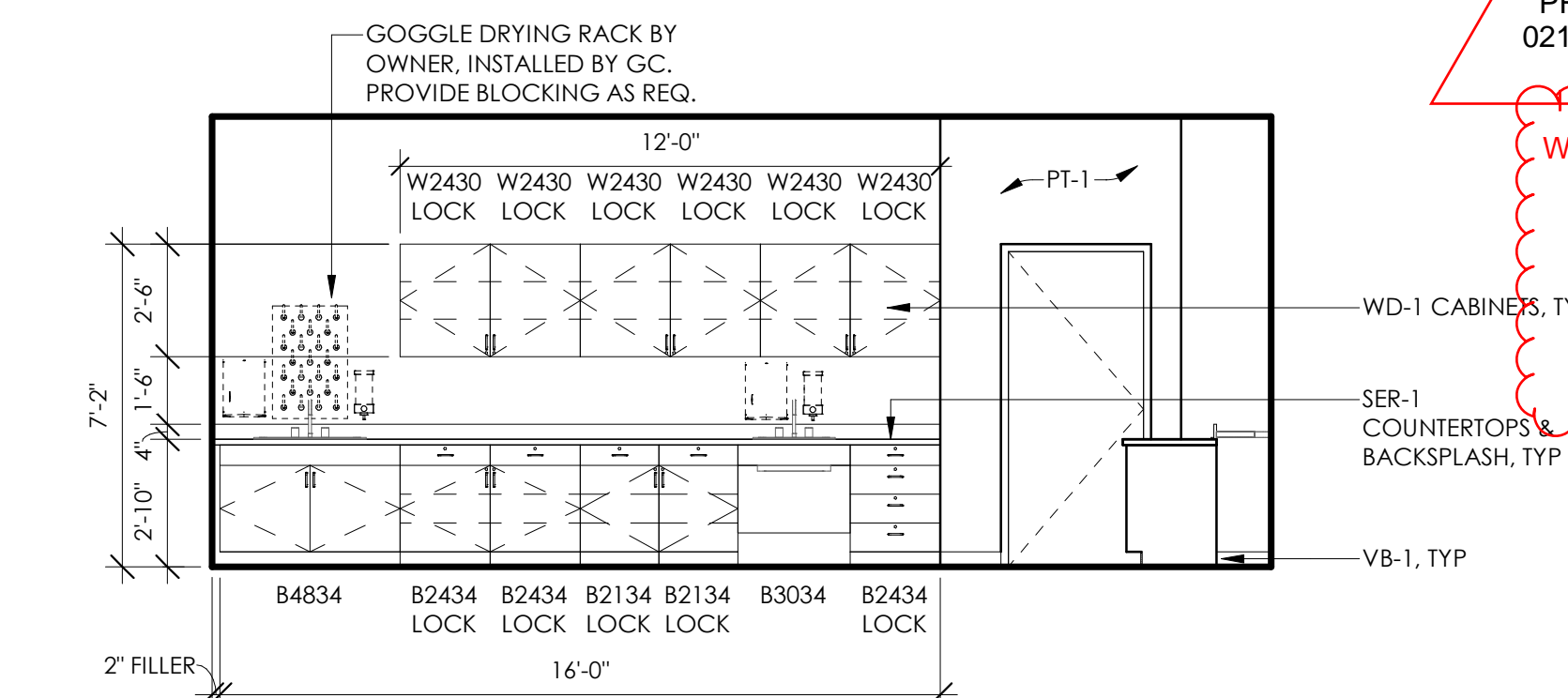
3B SCIENCE 111 - NORTH ELEVATION
I201 1/4" = 1'-0"



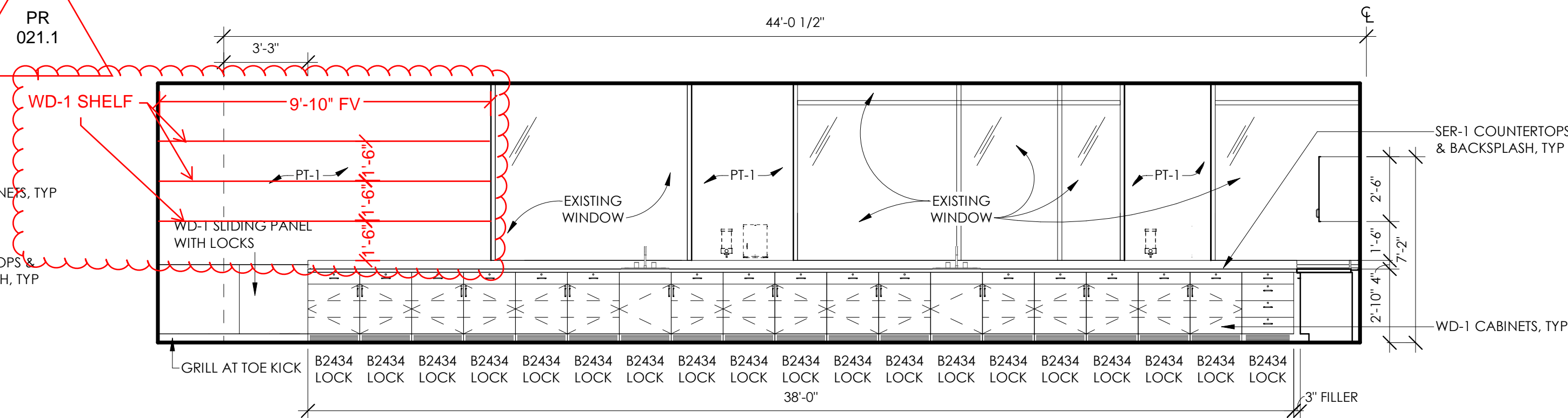
5C SCIENCE 110 - WEST ELEVATION
I201 1/4" = 1'-0"



3C SCIENCE 110 - NORTH ELEVATION
I201 1/4" = 1'-0"



5D SCIENCE 110 - EAST ELEVATION
I201 1/4" = 1'-0"



3D SCIENCE 110 - SOUTH ELEVATION
I201 1/4" = 1'-0"

INTERIOR ELEVATION NOTES

- SEE G201 FOR WALL AND PARTITION TYPES.
- SEE I203 FOR TYPICAL MOUNTING HEIGHTS.
- SEE 3C / I500 FOR TYPICAL RESTROOM WALL FINISHES.
- PROVIDE BLOCKING OR BACKER MATERIAL FOR ATTACHMENT/MOUNTING OF WALL HUNG ITEMS OR EQUIPMENT DESCRIBED IN THE DOCUMENTS.
- SEE FINISH PLANS FOR TYPICAL FLOOR AND WALL TREATMENTS FOR EACH ROOM/AREA. INTERIOR ELEVATIONS ARE NOT PROVIDED FOR EACH WALL.
- ALL FIXTURES & ACCESSORIES PER MPS MASTER SPECIFICATION.
- SEE A570 FOR CASEWORK TYPES.

REVISED

Mark	Date	Description
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
1	8/5/2022	RFI #112
2	8/29/2022	ASI 008
PR 21.1	12/05/2022	PR 21.1

Project Number: MPS2101
Date: 11/22/2021
Drawn By: LES, MJM
Checked By: JMT, PGM

DRAWING TITLE
INTERIOR ELEVATIONS - SCIENCE 110 & 111
DRAWING NUMBER

I201

PR-22

DESCRIPTION: Pricing for PR-22.

Schedule Impact: 3 Week Lead Time for Casework

PROJECT :	MPS - Justice Page	TIME	14:18:44
DATE :	2/20/23		
PROJECT MANAGER:	Dan Hannover		

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
Stainless Steel Base						0.00	0.00	0.00
- Labor	24	HR	97.00			2328.00	0.00	0.00
- Stainless Steel Material	1	LS		5122.00		0.00	5518.96	0.00
						0.00	0.00	0.00
Insulation @ Level 1 Stairway						0.00	0.00	0.00
- RJ Mechanical	1	LS			420.00	0.00	0.00	420.00
						0.00	0.00	0.00
Frame / Sheetrock Around Pipe						0.00	0.00	0.00
- Mulcahy-Nickolas	1	LS			1649.00	0.00	0.00	1649.00
- Wasche	1	LS			450.00	0.00	0.00	450.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
Supervision	16	HR	150.00			2400.00	0.00	0.00
Project Management	8	HR	150.00			1200.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								

SUBTOTALS	\$ 5,928.00	\$ 5,518.96	\$ 2,519.00
------------------	--------------------	--------------------	--------------------

TOTAL LABOR	\$ 5,928.00
TOTAL MATERIAL	\$ 5,518.96
TOTAL SUBCONTRACTS	\$ 2,519.00

SUBTOTAL	\$ 13,965.96
-----------------	---------------------

10% O&P on Labor and Material:	\$ 11,446.96	\$ 1,144.70
5% O&P on Subcontracts:	\$ 2,519.00	\$ 125.95
3% Bond/Insurance:	\$ 13,965.96	\$ 418.98

TOTAL	\$ 15,655.58
--------------	---------------------

Danial Hannover

From: Brian Heriot <brian@divisionv.com>
Sent: Friday, February 17, 2023 11:51 AM
To: Danial Hannover
Subject: RE: MPS - JPMS: PR 22

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

Dan,

Pricing as follows:

\$5,122.00

18ga 304 #4 brushed stainless. 2 stairs at 23'. 8' sections. Laser scanned to fit. Furnish only.

Thank you sir!!

Brian Heriot

DIVISION V ARCHITECTURAL

Vertical Surface Panel Systems

218 Ohio Street, Saint Paul MN 55107

O: 651.291.8662 M: 651.955.7272 F: 651.291.8635

Website: www.divisionv.com Instagram: <https://www.instagram.com/divisionvarchitectural/>

Facebook: <https://www.facebook.com/divisionv/>


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

PROPOSED CONTRACT CHANGES

Date: <u>Friday, February 17, 2023</u>	Project Name: <u>Justice Page Middle School</u>
To: <u>Sheehy Construction</u>	Mul-Nic Job # <u>22033</u>
Attn: <u>Danial Hannover</u>	Mul-Nic FWO # _____
Address: <u>360 West Larpenteur Avenue</u>	Reference # <u>PR - 022</u>
<u>Saint Paul, MN 55113</u>	Reference Date: <u>2/8/2023</u>

Description of work ADDED / DELETED:	<u>Add Furred Wall Around Pipe At South Stair.</u>

Labor:			
Foreman:	0	Hours @ \$107.00 / Hour	\$0.00
Carpenter:	4	Hours @ \$105.00 / Hour	\$420.00
Taper:	8	Hours @ \$105.00 / Hour	\$840.00
Plaster:	0	Hours @ \$105.00 / Hour	\$0.00
Painter:	0	Hours @ \$105.00 / Hour	\$0.00
Overtime:	0	Hours @ \$42.50 / Hour	\$0.00
Total Labor Cost			\$1,260.00

Materials and Equipment:			
Mulcahy-Nickolaus owned equipment % of Labor Cost:	3%		\$37.80
Materials:			\$91.46
Equipment Rental:			\$0.00
<i>Material Subtotal:</i>			\$129.26
<i>Add % Sales Tax:</i>			\$10.02
Total Material Cost:			\$139.28

General Conditions:			
Per Diem (Parking):			\$0.00
Delivery Expense:			\$100.00
Total General Conditions Cost:			\$100.00

Overhead, Profit and Bonding			
			\$1,499.28
<i>Labor, Material, Equipment & General Conditions Subtotal</i>			\$1,499.28
<i>Overhead & Profit</i>			\$149.93
Total Cost Plus OH&P			\$1,649.21
<i>Bond (if required):</i>			\$0

Grand Total Add: **\$1,649**

TOTAL MATERIALS, EQUIPMENT, GENERAL CONDITIONS & BOND: \$389
TOTAL LABOR: \$1,260

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

Respectfully,

Rob Nickolaus - Project Manager

Danial Hannover

From: Jeremy Click <JeremyC@wasche.com>
Sent: Friday, February 17, 2023 8:28 AM
To: Danial Hannover
Subject: RE: MPS - JPMS: PR 22

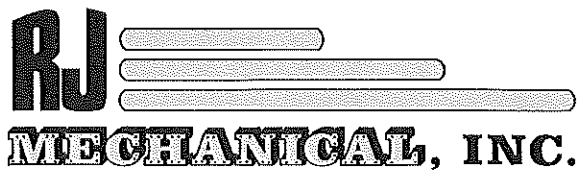
CAUTION: This email originated from outside of the Sheehy Construction organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dan,

I am out of the office but I have to figure 4 hours and a gallon of paint so figure \$450.00. I will send you an actual change request when I get back to the office.

Thank you,

Jeremy Click 612-716-4276
Wasche Commercial Finishes, Inc



MN Lic. #005105PM

HPP #030327-CL

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

PR#022

To: Sheehy Construction
Attention: Dan Hannover

Project: JPMS

Description: Insulate existing steam piping in south staircase

Material Total:	\$	-
Labor Total:	\$	-
RJ Sub:	\$	400.00
5% markup:	\$	<u>20.00</u>
TOTAL:	\$	<u>420.00</u>

Pat Pitman

Date: 2/20/2023



PROPOSAL REQUEST

PR 022

Date:	2/8/2023
Project:	Justice Page Middle School Addition and Renovation
	Miller Dunwiddie Project No. MPS2101
RE:	PR 022
To:	Danial Hanover, Sheehy Construction
From:	Laura Stene

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

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

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

DESCRIPTION

1. 2B/A321, 2D/A321 – South Stairway Sections
 - a. Provide and install SST wall base at the South Stairway from Level 1 to the Lower Level. Install per manufacturer's recommendations.
 - i. [JTC Metals – Stainless Steel Wall Base](#) or owner and architect approved substitute.
 1. Type 304 Stainless Steel
 2. 18 gauge
 3. No. 4 Standard Satin finish
 4. Hem top edge
 5. No kick
 6. Provide the following accessories:
 - a. Divider Pro at all joints
 - b. Edge Pro at terminations
 7. Height varies – see drawings
 8. Provide shop drawings for architect's review
 - b. Remove installed vinyl base as needed. Edges to be square and concealed by Edge Pro.
2. 5D/410 – Enlarged Floor Plan Entry and Stairs
 - a. Provide and install insulation at Level 1 South Stairway existing radiator pipe per specifications. FV pipe size.

- b. Provide and install metal studs and gypsum board finish around the insulated pipe. Framing to be tight to the insulated pipe and cover all unfinished floor.
 - i. FV all measurements and notify architect and owner of any conflicts prior to framing. Partition height to align with the bottom of the adjacent camera box, below the lens. Contractor to verify this height will not impede camera use with staff. Do not block the camera.
 - ii. Provide and install J Bead at the top of the partition.
 - iii. Paint gypsum board, exposed insulation, etc. to match the adjacent wall finish.
 - iv. Provide and install color matching sealant between partition and existing walls.
- c. Provide 6" stainless steel base at new partition.
 - i. JTC Metals – Stainless Steel Wall Base or owner and architect approved substitute.
 - 1. Type 304 Stainless Steel
 - 2. 18 gauge
 - 3. No. 4 Standard Satin finish
 - 4. Hem top edge
 - 5. No kick
 - 6. 6" Height
 - 7. Provide the following accessories:
 - a. Outside Pro at corner
 - b. Edge Pro at terminations

ATTACHMENTS

- Drawings: A321, Stainless Steel Wall Base PD

C: Paul May, Miller Dunwiddie
Kermit Duncan, Miller Dunwiddie
Megan Miller, Miller Dunwiddie
Diedra Geye, MPS
Dave Weinzetl, Sheehy

PROJECT

JUSTICE PAGE MIDDLE SCHOOL ADDITION AND RENOVATION

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

REVISED

Mark	Date	Description
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4

Project Number: MPS2101

Date: 11/22/2021

Drawn By: DMD, LES

Checked By: PGM

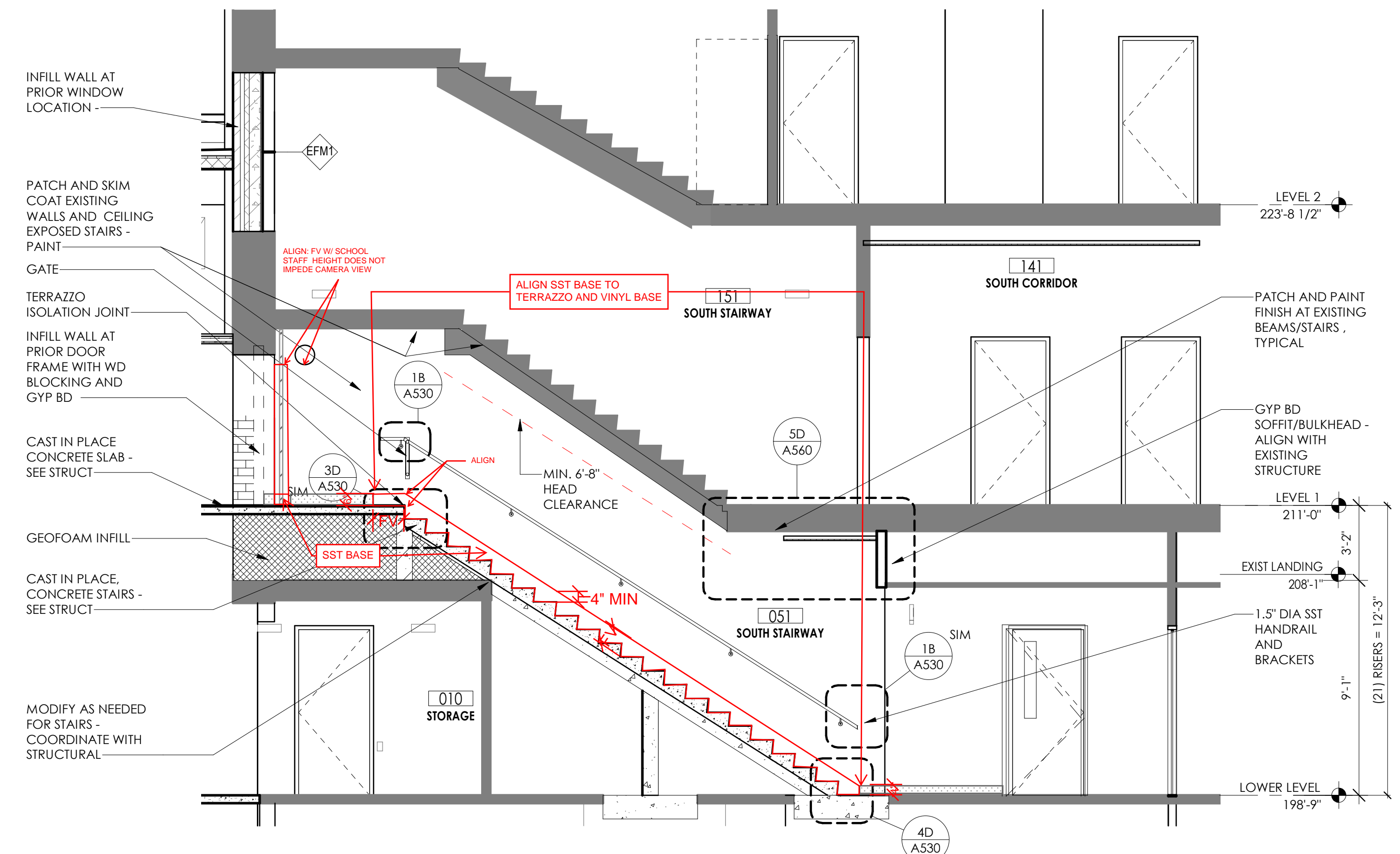
© 2021 Miller Dunwiddie Architecture, Inc.

DRAWING TITLE

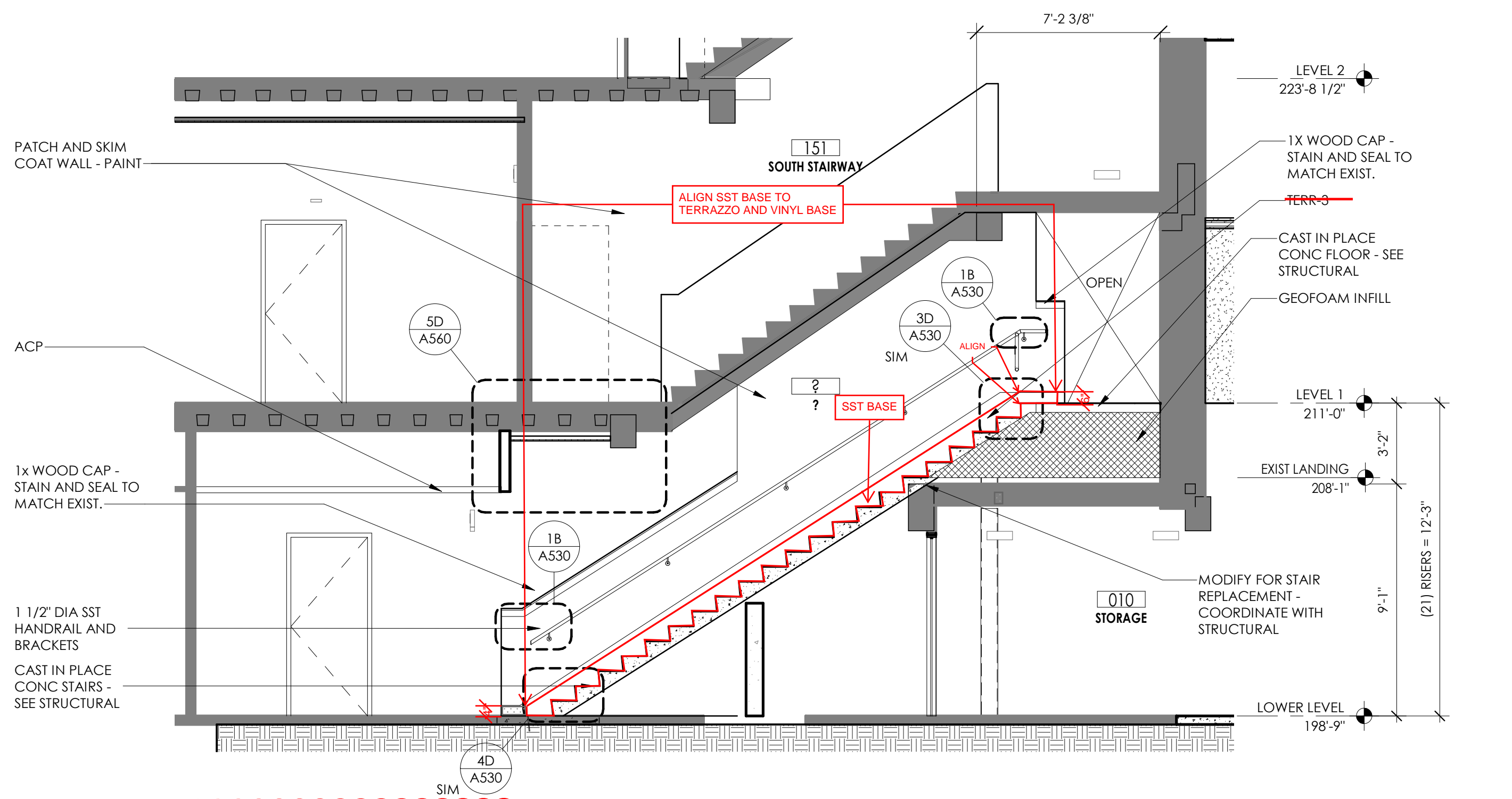
SOUTH STAIRWAY SECTIONS

DRAWING NUMBER

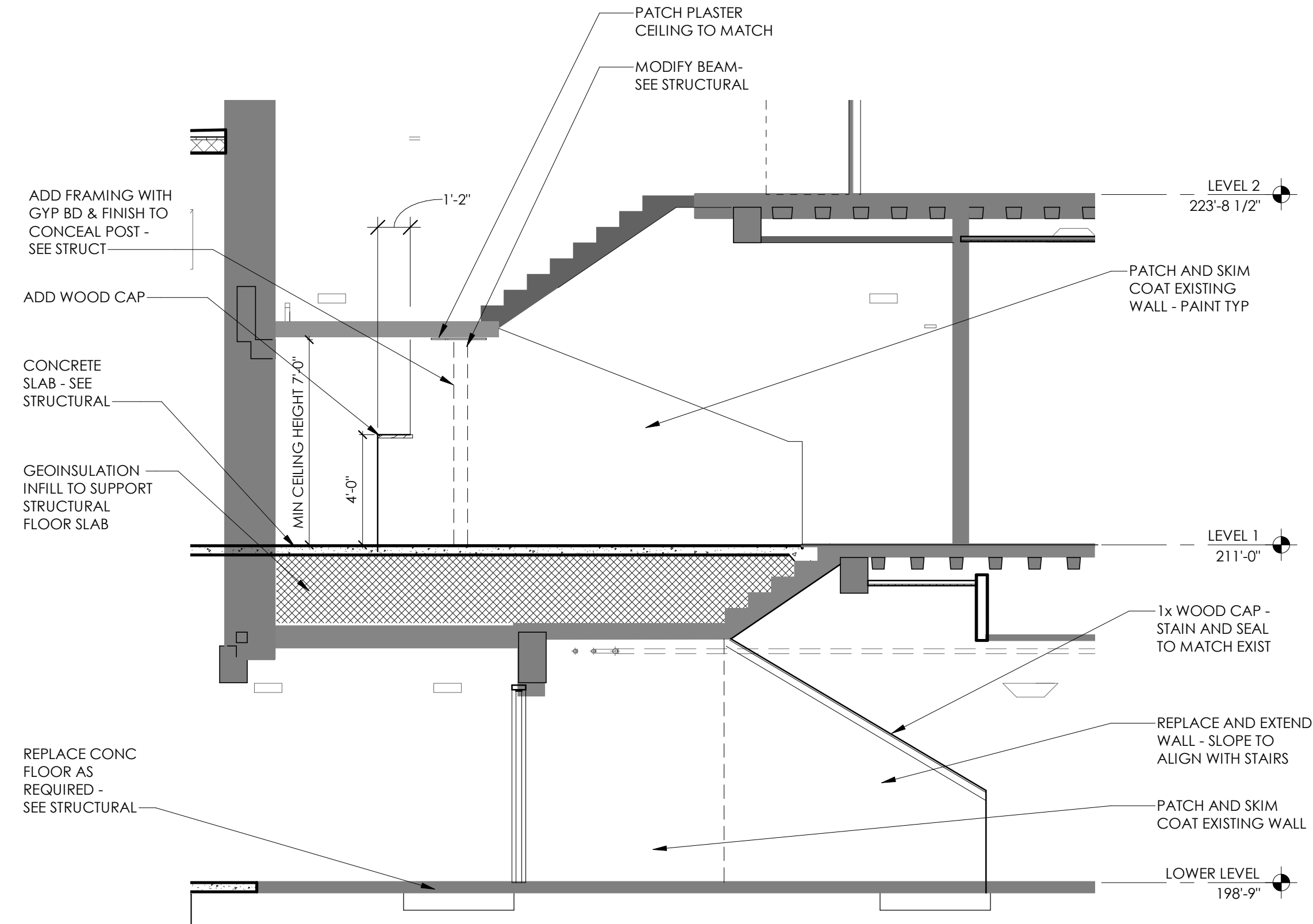
A321



2B SOUTH STAIRWAY - STAIR SECTION - LOOKING WEST
1/4" = 1'-0"



2D SOUTH STAIRWAY - STAIR SECTION - LOOKING EAST
1/4" = 1'-0"

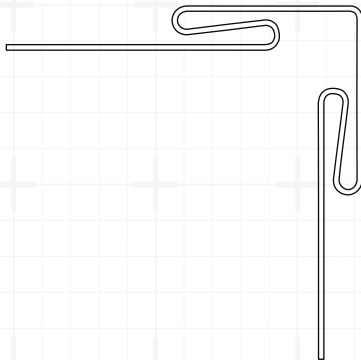


6D SOUTH STAIRWAY - SECTION AT INFILL OF EXISTING STAIR RUN
A321 1/4" = 1'-0"

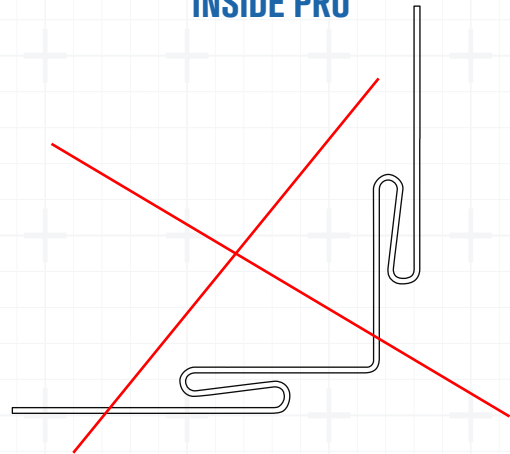
PR 022

PR 022

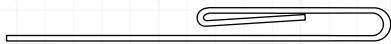
OUTSIDE PRO



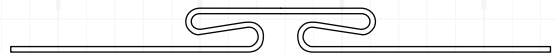
INSIDE PRO



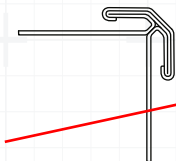
EDGE PRO



DIVIDER PRO



OUTSIDE ECO



INSIDE ECO



EDGE ECO



DIVIDER ECO





COR 17 - RFI 38: Mud Mat / Soil Remediation

DESCRIPTION: Pricing to furnish and install a mud mat as proposed by AET.

Schedule Impact: 3 Days

PROJECT : MPS - Justice Page
DATE : 7/12/22 **TIME** 12:44:02
PROJECT MANAGER: Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
Labor						0.00	0.00	0.00
- Foremen	6.5	HR	100.00			650.00	0.00	0.00
- Foremen (OT)	2.5	HR	150.00			375.00	0.00	0.00
- Journeyman	24	HR	96.00			2304.00	0.00	0.00
- Journeyman (OT)	7	HR	144.00			1008.00	0.00	0.00
						0.00	0.00	0.00
Trucking	3	HR	96.00	50.00		288.00	161.63	0.00
						0.00	0.00	0.00
AVR Ready Mix	1	LS			1057.02	0.00	0.00	1057.02
E-Con-Placer	1	LS			1144.23	0.00	0.00	1144.23
Tri State Bobcat Inc.	1	LS			184.63	0.00	0.00	184.63
						0.00	0.00	0.00
General Conditions Related to Delay						0.00	0.00	0.00
Supervision	24	HR	125.00	25.00		3000.00	646.50	0.00
Project Management	12	HR	141.00	5.00		1692.00	64.65	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								
SUBTOTALS						\$ 9,317.00	\$ 872.78	\$ 2,385.88

TOTAL LABOR	\$ 9,317.00
TOTAL MATERIAL	\$ 872.78
TOTAL SUBCONTRACTS	\$ 2,385.88

SUBTOTAL **\$ 12,575.66**

10% O&P on Labor and Material:	\$ 10,189.78	\$ 1,018.98
5% O&P on Subcontracts:	\$ 2,385.88	\$ 119.29
3% Bond/Insurance:	\$ 12,575.66	\$ 377.27

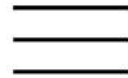
TOTAL **\$ 14,091.20**

Invoice



**S
H
I
P
T
O**

SHEEHY CONSTRUCTION CO
2022 Blanket: Sheehy Construction
Various
Eagan MN 55121



Q-359150

1794468

Direct inquiries to:
HOLCIM - MWR, INC.
28098 Network Place
Chicago IL 60673-1280
Phone: 1-855-339-4900

SHEEHY CONSTRUCTION CO
360 LARPEN TEUR AVE. W SUITE 200
SAINT PAUL MN 55113-6782

36363	06/02/2022	716286404
CUSTOMER NO.	INVOICE DATE	INVOICE NUMBER

Sales District: 3269 Hans Stadem

Ship Date	Plant	FOB FP	Bill of Lading#	Material Description	Quantity	U/M	Unit Price	Gross Amount
06/02	MPLS	FP	91198014	1 WEST 49TH ST, MINNEAPOLIS 253N1H:2500,STDIN,40ETM,ZC15,G9	7.000	YD3	130.50	913.50
				ENVIRONMENTAL FEE PER LOAD	1.000	TC	30.00	30.00
				FUEL SURCHARGE - TIER 8 (EA)	1.000	EA	35.00	35.00
				Sales Tax Invoiced				78.52
				Total Units	7.000	YD3		
				Total Invoice Amount Before Tax				978.50
				Tax				78.52
				Total Amount Due				1,057.02
<p>Payment Terms: Net 30 days from invoice list date</p> <p>Finance charges will be applied on overdue accounts at the rate of 1.5% per month / 18% per annum</p>								

FP=Freight Prepaid, ZFC=FOB Carrier Location, TON=US Tons, TO=Metric Tons, M3=Cubic Meters, EA=Each, YD3=Cubic Yards

Caution: Freshly mixed cement, concrete or grout may cause skin injury. Avoid prolonged contact with skin where possible and wash exposed areas promptly with water. If any cement mixture gets into eyes, rinse immediately and repeatedly with water and get prompt medical attention. KEEP OUT OF REACH OF CHILDREN

IMPORTANT: DETACH AND ENCLOSE THIS COUPON WITH YOUR PAYMENT

716286404

INVOICE NUMBER

SHEEHY CONSTRUCTION CO
360 LARPEN TEUR AVE. W SUITE 200
SAINT PAUL MN 55113-6782

DEDUCTION REASONS

- 1. Price \$ _____
- 2. Freight \$ _____
- 3. Tax \$ _____
- 4. Other \$ _____

AMOUNT REMITTED \$ _____

REMIT TO: HOLCIM - MWR, INC.
28098 Network Place
Chicago IL 60673-1280

36363	06/02/2022	1,057.02
CUSTOMER NO.	INVOICE DATE	INVOICE AMOUNT

E-Con Placer, Inc.
 2515 NORTHLAND DRIVE
 MENDOTA HEIGHTS, MN
 55120-1012

Remit Payment To:
 E-Con Placer
 2515 Northland Drive
 Mendota Heights, MN
 55120

Invoice

Date	Invoice #
6/2/2022	166900

Customer
Sheehy Construction 360 Larpentuer Avenue St. Paul, MN 55113

Job Site Address
1 W 49th St Mpls MN

2nd Oper	Terms	Due Date	Operator	Equip Req.	Ordered By	Job Number
	NET 30 D...	7/2/2022	JED	38 Meter	Dave	
Qty	Description			Rate	Unit #	Amount
7	Yards Pumped -			4.25	418/38m B...	29.75
4	Hours Worked -Line Pump			235.00	418/38m B...	940.00
1	Primer			25.00	418/38m B...	25.00
1	EMF/Clean out			95.00	418/38m B...	95.00
1	Fuel charge			54.48	418/38m B...	54.48
Phone #	Web Site			Total		\$1,144.23
651-452-1183	www.econplacer.com					



SALES • SERVICE • RENTALS • PARTS

www.tristatebobcat.com

Ship To: SAME AS BELOW

Invoice To: SHEEHY CONSTRUCTION CO
360 LARPENTEUR AVE W
STE 200
SAINT PAUL MN 55113-6785

BURNSVILLE
1200 Highway 13 E
Burnsville, MN 55337
(952) 894-0894
(877) 262-2284

LITTLE CANADA
71 Minnesota Avenue
Little Canada, MN 55117
(651) 407-3727
(877) 331-0295

HUDSON
588 Outpost Circle
Hudson, WI 54016
(715) 531-0801
(866) 268-2418

Table with invoice details: Branch (03 - Hudson), Date (06/03/2022), Time (12:31:00), Page (1), Account No. (22640), Phone No. (6514886691), Invoice No. (N14608), Ship Via, Purchase Order (22-500), Salesperson (RL)

RENTAL INVOICE

Description INVOICE #: N14608 For Contract #: 017030 Amount

Billing #: 1 Covering From 06/02/2022 to 06/03/2022

** If you have any comments or concerns about the service you received **
***** please text a message to 612-310-4217 *****
***** or call Ryan at 715-531-0801 for a prompt response. *****

WACKER COMPACTOR 4045

BPU4045A VIBRATION P Charge for usage of 1 DAILY 175.00

Stock #: B064386 Serial #: 11232183

Date Out: 06/02/2022 09:25 Date Returned: 06/03/2022 07:30

Rates: 175.00/DAILY 595.00/WEEKL 1595.00/4 WEE 1595.00/MONTH

O/T Rates Per HR: 100.00/DAILY 100.00/WEEKL 100.00/4 WEE 100.00/MONTH

Subtotal: 175.00

2-WISCONSIN SALES TAX: 8.75

STCR-ST. CROIX COUNTY, WI SALES TAX: .88

TOTAL CHARGE: 184.63

RL

Signature: _____ Print Name: _____

LESSOR AND LESSEE AGREE THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT AND ARE THOROUGHLY UNDERSTOOD.

"YOU PAY FOR TIME OUT NOT TIME USED"

Save Overtime Charges -
Return Equipment Promptly

THERE WILL BE A PER GALLON CHARGE IF EQUIPMENT IS NOT RETURNED WITH FULL FUEL TANK(S).



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

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

RFI #38: Suitable Soils

Status	Closed on 06/02/22		
To	Brandon Newberger (American Engineering Testing, Inc.) Phil Koktan (Meyer Borgman Johnson)	From	Danial Hannover (Sheehy Construction Company Inc.)
Date Initiated	May 23, 2022	Due Date	May 25, 2022
Location		Project Stage	
Cost Impact	Yes (Unknown)	Schedule Impact	Yes (Unknown)
Spec Section		Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From			
Copies To	Tom Dimke (Dimke Excavating, Inc.), Kermit Duncan (Miller Dunwiddie), Diedra Geye (Minneapolis Public Schools), Chris Keller (Steenberg-Watrud Construction, LLC), Paul May (Miller Dunwiddie), Rhonda Pierce (Pierce Pini & Associates Inc), Laura Stene (Miller Dunwiddie), Jean Turck (Miller Dunwiddie), Dave Weinzetl (Sheehy Construction Company Inc.)		

Activity

Question

Question from Danial Hannover Sheehy Construction Company Inc. on Monday, May 23, 2022 at 09:07 PM CDT

AET was on site today for soil testing and it was discovered that the western half of the building addition's soils were unacceptable and not suitable to build on.

We are currently excavated to the existing footing depth and cannot excavate anymore without undermining the existing building.

Per the geotechnical report section C.4.A. "We recommend contacting us if excavations need to extend beyond the limits described above, as this may warrant additional construction such as ground improvement, retention or underpinning."

Please advise how to proceed.

This is a hot ticket item and has stopped work on the addition.

Official Response

Response from Danial Hannover Sheehy Construction Company Inc. on Wednesday, Jun 1, 2022 at 08:34 PM CDT

In conjunction with RFI 40 and the depth of the existing footings, AET issued the attached letter with recommendations for the soil portion of this area.

Sheehy will proceed with Option 02 of the (2) options to help minimize schedule impacts and costs.

Attachments

[P-0010665 Daily Site Visit 2022-6-1.pdf](#)

All Replies

Response from Danial Hannover Sheehy Construction Company Inc. on Wednesday, Jun 1, 2022 at 08:34 PM CDT

In conjunction with RFI 40 and the depth of the existing footings, AET issued the attached letter with recommendations for the soil portion of this area.

Sheehy will proceed with Option 02 of the (2) options to help minimize schedule impacts and costs.

Attachments

[P-0010665 Daily Site Visit 2022-6-1.pdf](#)

Response from Brandon Newberger American Engineering Testing, Inc. on Tuesday, May 24, 2022 at 08:43 AM CDT

Hello all,

After speaking with Matt Thomas at Meyer Borgman Johnson, we believe this issue should be fixable. We recommend recompacting the excavated bottom soils in the western half of the building addition. This will hopefully solidify the soils and provide proper structural support for the building addition. Spoke with Dave Weinzetl recently and we plan to perform testing and observations of this compacted area and will respond with our findings post-haste.



DAILY SITE VISIT REPORT

550 Cleveland Ave N • St. Paul, MN 55114
 (651) 659-9001 • Fax (651) 659-1379

AET Project No. P-0010655
Project Name Justice Page Middle School Addition and Renovation
City, State Minneapolis, Minnesota
AET Project Mgr. Brandon Newberger

Report to (Name & Company): Dave Weinzetl with Sheehy Con.	Date: Wednesday, June 1, 2022	Time: 2:30pm
Weather: 74°F, Partly Cloudy		

Scope of Services & Notes:

On-site existing conditions consist of fill soils near the existing building's foundation walls and native clayey sand soils appears as the footing trenches proceed south from the existing foundation walls. Due to the rain weather event over the past weekend, there is a wet, silt sediment layer of soil overlying these soils consisting of 1 to 2 inches in depth. Some of the soils adjacent to the existing footings were softened by runoff. Based on the limiting nature of the site's conditions and strap footing form locations, access with large construction excavation equipment to perform removal of soft surface soils or extend the new footings to a depth of the existing footings may not be economically or practically feasible.

Ideally, AET recommends dropping the building addition footings to the existing building footing depths. However, with the discovery of the existing building footing depths being at approximately 7 to 8 feet below the current planned building addition bottom of footing elevation, this would require a rather large excavation area for safe access. Below are two recommendations for alternatives for consideration for structural support for the planned building addition. The means and methods of the following are the contractor's responsibility.

1. Option 1 - AET recommends excavating and replacing approximately 6 to 12 inches of the existing bottom of excavation soils. We would recommend surface compacting the excavated bottoms and place a well compacted Class 5 Aggregate.
2. Option 2 - AET recommends excavating the approximately 2 inches of the wet, silt sediment soil layer at the lower-level excavation footing locations and surface compact the excavated bottom. Then, AET recommends replacing this removed material to a 2-inch-thick concrete mud mat consisting of a 2,500psi, ¾ inch aggregate concrete in at least the planned footing areas, if not the entire lower excavation area. This would help in protecting the bottom of footing elevation from future weather events, allowing construction crews to drain the standing water and place footing forms without the need to allow soils to dry and recompact.
3. Design the footings in the lower excavation area for a design bearing pressure of 2,000psf or less for both options discussed above. The observed bearing soils consist of brown clayey sand to silty sand, both naturally deposited and existing fill. The fill has been in place for about 100 years, based on the original construction time period of around the year 1920. Our Static Cone Penetrometer tests indicate that bearing pressures of 2,000psf to 3,000psf are present.
4. A discussion was had with Matt Thomas of MJB (with AET) on 6-1-22, about the use of a lower bearing pressure than the design 3,000psf, and the potential for loading over the existing footings with the newly designed footings. The load distribution would impart similar or possibly less load than the original design of placing new footings immediately adjacent to the existing footings with a strap grade beam to support the new column.

Deficiencies observed <input checked="" type="checkbox"/> Yes (noted above) <input type="checkbox"/> No Corrections still needed <input checked="" type="checkbox"/> Yes (noted above) <input type="checkbox"/> No Notable safety issues <input type="checkbox"/> Yes (noted above) <input checked="" type="checkbox"/> No	Return visit needed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Scheduled by who: Dave Weinzetl with Sheehy Construction
--	--

Engineer: Brandon D. Newberger, PE	Signed:	Date: June 1 st , 2022
---	----------------	--



RFI #40: Existing Grade Beams

Status	Closed on 06/02/22		
To	Matt Thomas (Meyer Borgman Johnson) Phil Koktan (Meyer Borgman Johnson)	From	Danial Hannover (Sheehy Construction Company Inc.)
Date Initiated	May 26, 2022	Due Date	May 29, 2022
Location		Project Stage	
Cost Impact	TBD	Schedule Impact	TBD
Spec Section		Cost Code	
Drawing Number	S201 and S502	Reference	
Linked Drawings			
Received From			
Copies To	Kermit Duncan (Miller Dunwiddie), Diedra Geye (Minneapolis Public Schools), Chris Keller (Steenberg-Watrud Construction, LLC), Paul May (Miller Dunwiddie), Laura Stene (Miller Dunwiddie), Dave Weinzetl (Sheehy Construction Company Inc.)		

Activity

Question

Question from Danial Hannover Sheehy Construction Company Inc. on Thursday, May 26, 2022 at 07:55 AM CDT
 In examining the existing grade beams and how these are to tie in per details 3, 5, & 7/S502; none of the (4) existing grade beams are how they are shown on the plans. Due to this, we cannot accomplish the plan details and the intent as shown. Please provide a revised detail/direction as to how to tie into these areas. We would like a site visit from MJB to examine the existing conditions to examine the conditions and come to a quick resolution.

Attachments
[Gridline A Exist. Grade Beam.jpg](#), [Gridline D Exist. Grade Beam.jpg](#), [Gridline C Exist. Grade Beam.jpg](#), [Gridline B Exist. Grade Beam.jpg](#)

Official Response

Response from Phil Koktan Meyer Borgman Johnson on Thursday, Jun 2, 2022 at 09:41 AM CDT
 At Grids C.9 and A.1, provide a singular footing sized 3'-4" (N-S) x 5'-0" (E-W). Thickness = 1'-4". Bottom of footing elevation to remain as intended at elevation = 195'-8". Center footing below new column, no grade beam necessary.

At Grids C.1 and A.9, revise footing size to 3'-4" (N-S) x 7'-0" (E-W)". Thickness = 1'-4". Bottom of footing elevation to remain as intended at elevation = 195'-2". Center footing below new column, no grade beam necessary.

At all four new footings, reinforce with (4) - #8 bottom bars in long direction and #5 at 12" oc bottom bar transverse. Repurpose rebar which had been intended for footings and grade beams. GC provide soil excavation and compaction per AET Geotechnical report dated 6/1/2022. Rebar layout to be Specially Inspected prior to pour per General Structural Notes.

Official Response

Response from Danial Hannover Sheehy Construction Company Inc. on Wednesday, Jun 1, 2022 at 08:36 PM CDT
 In conjunction with RFI 38 and the depth of the existing footings, AET issued the attached letter with recommendations for the soil portion of this area.

Sheehy will proceed with Option 02 of the (2) options to help minimize schedule impacts and costs.

Sheehy stresses the importance for a prompt turn around for a design from MJB so we can procure material and layout for the revised footings.

Attachments
[P-0010665 Daily Site Visit 2022-6-1.pdf](#)

All Replies

Response from Phil Koktan Meyer Borgman Johnson on Thursday, Jun 2, 2022 at 09:41 AM CDT

At Grids C.9 and A.1, provide a singular footing sized 3'-4" (N-S) x 5'-0" (E-W). Thickness = 1'-4". Bottom of footing elevation to remain as intended at elevation = 195'-8". Center footing below new column, no grade beam necessary.

At Grids C.1 and A.9, revise footing size to 3'-4" (N-S) x 7'-0" (E-W)". Thickness = 1'-4". Bottom of footing elevation to remain as intended at elevation = 195'-2". Center footing below new column, no grade beam necessary.

At all four new footings, reinforce with (4) - #8 bottom bars in long direction and #5 at 12" oc bottom bar transverse. Repurpose rebar which had been intended for footings and grade beams. GC provide soil excavation and compaction per AET Geotechnical report dated 6/1/2022. Rebar layout to be Specially Inspected prior to pour per General Structural Notes.

Response from Danial Hannover Sheehy Construction Company Inc. on Wednesday, Jun 1, 2022 at 08:36 PM CDT

In conjunction with RFI 38 and the depth of the existing footings, AET issued the attached letter with recommendations for the soil portion of this area.

Sheehy will proceed with Option 02 of the (2) options to help minimize schedule impacts and costs.

Sheehy stresses the importance for a prompt turn around for a design from MBJ so we can procure material and layout for the revised footings.

Attachments

[P-0010665 Daily Site Visit 2022-6-1.pdf](#)

Response from Danial Hannover Sheehy Construction Company Inc. on Wednesday, Jun 1, 2022 at 10:00 AM CDT

After further investigation, we believe that the TOF elevation is at 189'-3" +/-.

Response from Phil Koktan Meyer Borgman Johnson on Tuesday, May 31, 2022 at 09:32 AM CDT

The original drawings show top of large footing elevations at 197'-2" and 196'-10" for the exterior and interior footings, respectively.

We need to understand whether these footings do not exist or whether they were installed low (possibly due to the soils in this area). To do so, find bottom elevation of the 32" (or 38") wide pier caps. If the large footings exist, they will be sitting directly beneath the pier caps. Coordinate field conditions with MBJ. Do not undermine existing footings.

Attachments

[RFI 40 - Footing Elevations.jpg](#)

Response from Danial Hannover Sheehy Construction Company Inc. on Tuesday, May 31, 2022 at 07:36 AM CDT

During field verifications we drove probe rod 3'-4" to the south of the existing 'pier caps' and drove them down to a minimum of 3'-2" and did not discover any footings.

Please advise how to proceed. There is a progress meeting today at 10am to review on site, if able.

Response from Phil Koktan Meyer Borgman Johnson on Friday, May 27, 2022 at 02:49 PM CDT

Field measurements of the existing footings along Grid 33 appear to indicate that these elements are not footings, rather they are the existing pier caps. See size and thickness of existing pier caps in Details 5, 6, 7, and 8/S502. Field verify that 7'-6" x 7'-6" (or 6'-6" x 6'-6") column footings exist below pier caps. Excavate down to bottom of column footings as necessary to install new footing extensions shown in Details 5, 6, 7, and 8/S502. Do not undermine existing footings.

If column footings do not exist below pier caps, notify MBJ.



DAILY SITE VISIT REPORT

550 Cleveland Ave N • St. Paul, MN 55114
 (651) 659-9001 • Fax (651) 659-1379

AET Project No. P-0010655
Project Name Justice Page Middle School Addition and Renovation
City, State Minneapolis, Minnesota
AET Project Mgr. Brandon Newberger

Report to (Name & Company): Dave Weinzetl with Sheehy Con.	Date: Wednesday, June 1, 2022	Time: 2:30pm
	Weather: 74°F, Partly Cloudy	

Scope of Services & Notes:

On-site existing conditions consist of fill soils near the existing building's foundation walls and native clayey sand soils appears as the footing trenches proceed south from the existing foundation walls. Due to the rain weather event over the past weekend, there is a wet, silt sediment layer of soil overlying these soils consisting of 1 to 2 inches in depth. Some of the soils adjacent to the existing footings were softened by runoff. Based on the limiting nature of the site's conditions and strap footing form locations, access with large construction excavation equipment to perform removal of soft surface soils or extend the new footings to a depth of the existing footings may not be economically or practically feasible.

Ideally, AET recommends dropping the building addition footings to the existing building footing depths. However, with the discovery of the existing building footing depths being at approximately 7 to 8 feet below the current planned building addition bottom of footing elevation, this would require a rather large excavation area for safe access. Below are two recommendations for alternatives for consideration for structural support for the planned building addition. The means and methods of the following are the contractor's responsibility.

- Option 1 - AET recommends excavating and replacing approximately 6 to 12 inches of the existing bottom of excavation soils. We would recommend surface compacting the excavated bottoms and place a well compacted Class 5 Aggregate.
- Option 2 - AET recommends excavating the approximately 2 inches of the wet, silt sediment soil layer at the lower-level excavation footing locations and surface compact the excavated bottom. Then, AET recommends replacing this removed material to a 2-inch-thick concrete mud mat consisting of a 2,500psi, ¾ inch aggregate concrete in at least the planned footing areas, if not the entire lower excavation area. This would help in protecting the bottom of footing elevation from future weather events, allowing construction crews to drain the standing water and place footing forms without the need to allow soils to dry and recompact.
- Design the footings in the lower excavation area for a design bearing pressure of 2,000psf or less for both options discussed above. The observed bearing soils consist of brown clayey sand to silty sand, both naturally deposited and existing fill. The fill has been in place for about 100 years, based on the original construction time period of around the year 1920. Our Static Cone Penetrometer tests indicate that bearing pressures of 2,000psf to 3,000psf are present.
- A discussion was had with Matt Thomas of MJB (with AET) on 6-1-22, about the use of a lower bearing pressure than the design 3,000psf, and the potential for loading over the existing footings with the newly designed footings. The load distribution would impart similar or possibly less load than the original design of placing new footings immediately adjacent to the existing footings with a strap grade beam to support the new column.

Deficiencies observed	<input checked="" type="checkbox"/> Yes (noted above)	<input type="checkbox"/> No	Return visit needed:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Corrections still needed	<input checked="" type="checkbox"/> Yes (noted above)	<input type="checkbox"/> No	Scheduled by who: Dave Weinzetl with Sheehy Construction		
Notable safety issues	<input type="checkbox"/> Yes (noted above)	<input checked="" type="checkbox"/> No			

Engineer: Brandon D. Newberger, PE	Signed:	Date: June 1 st , 2022
---	----------------	--









Elev. Top of
Ftg Varies

Dowels	4- $\frac{3}{8}$ " x 4.9	6- $\frac{3}{8}$ " x 5.3	6- $\frac{3}{8}$ "
Elev. Top of Cap.	198'-4"	198'-4"	198'
CAP BLOCK	2'-8" x 2'-8" x 1'-2"	3'-2" x 3'-2" x 1'-6"	2'-8"
BASE BLOCK	6'-6" x 6'-6" x 1'-6"	7'-6" x 7'-6" x 1'-8"	6'-6"
REINFORCING	11- $\frac{1}{2}$ " x 1'-3"	12- $\frac{5}{8}$ " x 7'-3"	11- $\frac{1}{2}$ "
EACH WAY	7" o.c. +	7-2" o.c. +	7"
ELEV. BOTTOM OF FTG	195'-9"	195'-2"	195'
COL. NOS.	1-4	2-3	5-6



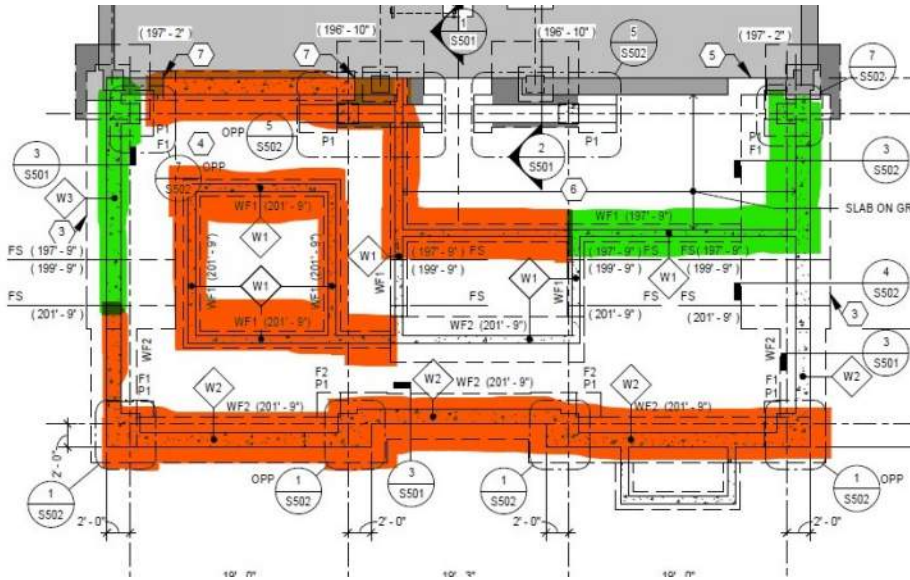
EXCAVATION OBSERVATION FIELD REPORT

550 Cleveland Ave. No.; St. Paul, MN 55114
 PH: (651) 659-9001 Fax (651) 659-1379

AET Project No. P-0010665
 Project Name Justice Page Middle School Addn and Reno
 City, State Minneapolis, MN
 AET Project Mgr. Brandon Newberger

Date: 5/23/22 Time: 8:00 am Weather: Sunny - 51°F
 Site Personnel Contacted: Dave Weinzetl with Sheehy

Observation – Location and/or Sketch (Include depths/elevations, dimensions and pertinent notes):



Bottom of excavation was native clayey sand and – along the south wall footing line – fill soils. Areas in green indicate suitable material and acceptable bearing capacity. The areas in orange indicate insufficient bearing capacity.

Sketch, notes are not to scale

Excavation Oversizing Needed: 1:1 Excavation Oversizing Observed: 1:1
 Location and Elevation Reference(s) Used: Staking and existing structure
 Pertinent Boring Numbers Closest to Observed Excavation: Braun Intertec Report B2105784 Boring B-1
 Soil Types Observed in Excavation Bottom: Clayey sand, brown; Fill - sand with silt

Soil Strength	Readings/Results
Determined Using:	
<input checked="" type="checkbox"/> Hand Auger Boring Judgements:	
<input checked="" type="checkbox"/> Hand Cone Penetrometer (HCP):	3,000 psf Required - see below
<input type="checkbox"/> Dynamic Cone Penetrometer:	

Comments/Recommendations:
 Fill materials along the south wall footing line should be removed and replaced with engineered fill. Native clay soils in the unsuitable areas should be removed and re-compacted if the moisture is below the optimum allowable.
 At the green locations tested above, the foundation soils in our opinion appear capable for supporting a required allowable bearing pressure of 3,000 psf, as indicated within the geotechnical report prepared by Braun Intertec dated 8/31/21

Additional Testing Needed: Yes No Scheduled By: Will-Call Date: TBD
 Special Conditions: Groundwater in Excavation Frozen Soils Observed Unsuitable Conditions
 Copy of Field Report Left at Site? Yes No Field Report Left with Who? Emailed to Client

AET Field Personnel: Tobin Deen Signed: *Tobin Deen* Date: 5/23/22



EXCAVATION OBSERVATION FIELD REPORT

550 Cleveland Ave. No.; St. Paul, MN 55114
 PH: (651) 659-9001 Fax: (651) 659-1379

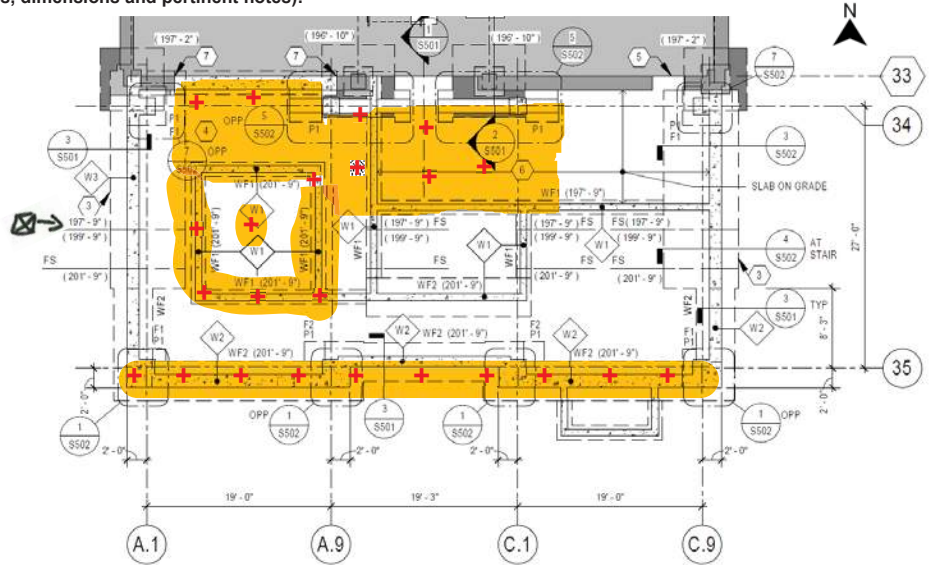
AET Job No. P-0010665
 Job Name Justice Page Middle School Addition and Renovation
 City, State Minneapolis, Minnesota
 AET Proj. Mgr. Brandon Newberger

Date: May 24, 2022 Time: 1:15pm Weather: Partly Cloudy, 65°F
 Site Personnel Contacted: Dave Weinzetl with Sheehy Construction

Observations - Locations and/or Sketch (include depths/elevations, dimensions and pertinent notes):



Excavation Area Observed



- - Recompacted Areas Observed
- + - HCP Test Locations
- Photo Location and Orientation

Excavation Oversizing Needed: 1:1 Excavation Oversizing Observed: 1:1
 Location and Elevation Reference(s) Used: Staking, Existing Structure, Footing Trenches
 Pertinent Boring Numbers Closest to Observed Excavation: Braun Intertec Report B2105784 Boring B-1
 Soil Types Observed in Test Pits: Clayey Sand, fine grained, brown, silty sand fill near existing building

Soil Strength Readings/Results
 Determined Using: Hand Auger Boring Judgments: _____
 Hand Cone or Static Cone Penetrometer: > 2,500 psf (2,500 psf required)
 Dynamic Cone Penetrometer: _____

Comments/Recommendations:
 After discussions with Matt Thomas with MJB, and after Ebert Construction compacted the unsuitable materials described in AET's May 23, 2022 report, AET performed hand cone penetrometer tests on the previously unsuitable materials shown above. Matt Thomas with MJB informed AET that a soil bearing pressure of 2,500psf would be suitable in supporting planned structural loads. The areas marked above were judged to be suitable for supporting planned structural loads after HCP testing was performed. Informed Dave of the results, and left the jobsite at 1:35pm.

Compaction Testing Needed: Yes No Scheduled By: Sheehy Construction Date: TBD
 Special Conditions: Ground Water in Excav. Frozen Soils Observed Unsuitable Conditions
 Copy of field report left at site? Yes No Field report left with who? Emailed to Clients

AET Field Personnel: Brandon Newberger Signed: Date: May 24th, 2022



EXCAVATION OBSERVATION FIELD REPORT

550 Cleveland Ave. No.; St. Paul, MN 55114
 PH: (651) 659-9001 Fax: (651) 659-1379

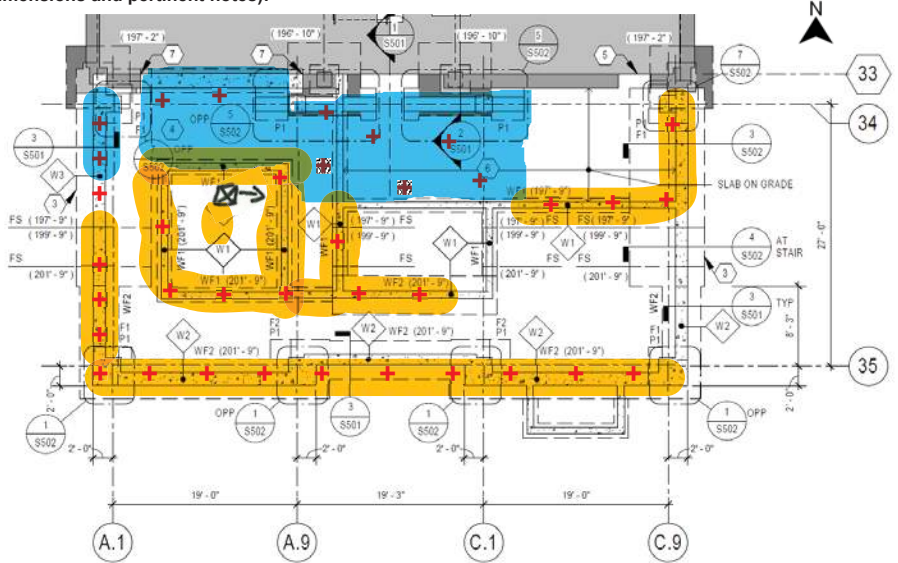
AET Job No. P-0010665
 Job Name Justice Page Middle School Addition and Renovation
 City, State Minneapolis, Minnesota
 AET Proj. Mgr. Brandon Newberger

Date: May 31, 2022 Time: 11:30am Weather: Cloudy, 61°F
 Site Personnel Contacted: Dave Weinzetl with Sheehy Construction

Observations - Locations and/or Sketch (include depths/elevations, dimensions and pertinent notes):



Wet Conditions Area Observed



- - Standing Water Areas Observed
- - Areas Capable of Supporting Planned Structural Loads
- + - HCP Test Locations
- Photo Location and Orientation

Excavation Oversizing Needed: 1:1 Excavation Oversizing Observed: 1:1
 Location and Elevation Reference(s) Used: Staking, Existing Structure, Footing Trenches
 Pertinent Boring Numbers Closest to Observed Excavation: Braun Intertec Report B2105784 Boring B-1
 Soil Types Observed in Test Pits: Clayey Sand, fine grained, brown, silty sand fill near existing building

Soil Strength Readings/Results
 Determined Using: Hand Auger Boring Judgments: _____
 Hand Cone or Static Cone Penetrometer: < 2,500 psf in Blue Areas (2,500 psf required)
 Dynamic Cone Penetrometer: _____

Comments/Recommendations:
 After the weekend, a rain event occurred and caused the footing trenches to fill and oversaturate in the areas marked above. It was determined with the use of a hand cone penetrometer that the areas in blue marked above are recommended to be excavated to a depth of approximately 8 to 16 inches below existing footing elevation and be replaced with compacted suitable fill soils. The areas marked above in yellow were judged to be suitable for supporting planned structural loads after HCP testing was performed. Dave informed AET that existing footing depths extended an approximate 7 to 8 feet below current elevation of the addition's bottom of footing depths. Matt Thomas will contact AET shortly to discuss recommendations. +

Compaction Testing Needed: Yes No Scheduled By: Sheehy Construction Date: TBD
 Special Conditions: Ground Water in Excav. Frozen Soils Observed Unsuitable Conditions
 Copy of field report left at site? Yes No Field report left with who? Emailed to Clients

AET Field Personnel: Brandon Newberger Signed: Date: May 31st, 2022



DAILY SITE VISIT REPORT

550 Cleveland Ave N • St. Paul, MN 55114
 (651) 659-9001 • Fax (651) 659-1379

AET Project No. P-0010655
Project Name Justice Page Middle School Addition and Renovation
City, State Minneapolis, Minnesota
AET Project Mgr. Brandon Newberger

Report to (Name & Company): Dave Weinzetl with Sheehy Con.	Date: Wednesday, June 1, 2022	Time: 2:30pm
	Weather: 74°F, Partly Cloudy	

Scope of Services & Notes:

On-site existing conditions consist of fill soils near the existing building's foundation walls and native clayey sand soils appears as the footing trenches proceed south from the existing foundation walls. Due to the rain weather event over the past weekend, there is a wet, silt sediment layer of soil overlying these soils consisting of 1 to 2 inches in depth. Some of the soils adjacent to the existing footings were softened by runoff. Based on the limiting nature of the site's conditions and strap footing form locations, access with large construction excavation equipment to perform removal of soft surface soils or extend the new footings to a depth of the existing footings may not be economically or practically feasible.

Ideally, AET recommends dropping the building addition footings to the existing building footing depths. However, with the discovery of the existing building footing depths being at approximately 7 to 8 feet below the current planned building addition bottom of footing elevation, this would require a rather large excavation area for safe access. Below are two recommendations for alternatives for consideration for structural support for the planned building addition. The means and methods of the following are the contractor's responsibility.

- Option 1 - AET recommends excavating and replacing approximately 6 to 12 inches of the existing bottom of excavation soils. We would recommend surface compacting the excavated bottoms and place a well compacted Class 5 Aggregate.
- Option 2 - AET recommends excavating the approximately 2 inches of the wet, silt sediment soil layer at the lower-level excavation footing locations and surface compact the excavated bottom. Then, AET recommends replacing this removed material to a 2-inch-thick concrete mud mat consisting of a 2,500psi, ¾ inch aggregate concrete in at least the planned footing areas, if not the entire lower excavation area. This would help in protecting the bottom of footing elevation from future weather events, allowing construction crews to drain the standing water and place footing forms without the need to allow soils to dry and recompact.
- Design the footings in the lower excavation area for a design bearing pressure of 2,000psf or less for both options discussed above. The observed bearing soils consist of brown clayey sand to silty sand, both naturally deposited and existing fill. The fill has been in place for about 100 years, based on the original construction time period of around the year 1920. Our Static Cone Penetrometer tests indicate that bearing pressures of 2,000psf to 3,000psf are present.
- A discussion was had with Matt Thomas of MJB (with AET) on 6-1-22, about the use of a lower bearing pressure than the design 3,000psf, and the potential for loading over the existing footings with the newly designed footings. The load distribution would impart similar or possibly less load than the original design of placing new footings immediately adjacent to the existing footings with a strap grade beam to support the new column.

Deficiencies observed	<input checked="" type="checkbox"/> Yes (noted above)	<input type="checkbox"/> No	Return visit needed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Corrections still needed	<input checked="" type="checkbox"/> Yes (noted above)	<input type="checkbox"/> No	
Notable safety issues	<input type="checkbox"/> Yes (noted above)	<input checked="" type="checkbox"/> No	
			Scheduled by who: Dave Weinzetl with Sheehy Construction

Engineer: Brandon D. Newberger, PE	Signed:	Date: June 1 st , 2022
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Centennial Flooring

Name: Danial Hannover
Company: Sheehy Construction
Project: Justice Page Middle School Rm 316 Underlayment
Addendum
Section 096519 Resilient tile
Date 7-21-22

PROPOSAL

Subject to Acceptance within 3 Days

DESCRIPTION OF WORK

45 Hours X \$105: \$4,725.00
Birch Underlayment: \$6,800.00
10% OH&P: \$115.25
Total: \$12,677.50

Subject to the following conditions:

**Inclusion: Regular Work Hours
Minor prep (saw cuts)
Two layers of 1/4" Birch and installation**

**Exclusions: Night or weekend work hours
Adhesive removal or skim coating
Protection of completed work
Final Cleaning, waxing, or polishing of flooring
Dumpster
Demo
Base work**

Respectfully Submitted by,
Company:
By:
Title:

Centennial Flooring
Jason Summers
Estimator / Project Manager



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

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

RFI #95: Flooring in Room 316

Status	Closed on 07/25/22		
To	Kermit Duncan (Miller Dunwiddie) Laura Stene (Miller Dunwiddie)	From	Danial Hannover (Sheehy Construction Company Inc.)
Date Initiated	Jul 20, 2022	Due Date	Jul 23, 2022
Location		Project Stage	
Cost Impact	TBD	Schedule Impact	
Spec Section		Cost Code	
Drawing Number	A730	Reference	
Linked Drawings			
Received From			
Copies To	Diedra Geye (Minneapolis Public Schools), Jason Summers (Centennial Flooring), Dave Weinzettl (Sheehy Construction Company Inc.)		

Activity

Question

Question from Danial Hannover Sheehy Construction Company Inc. on Wednesday, Jul 20, 2022 at 04:07 PM CDT

On sheet A730, room 316 is called to receive new flooring.

The existing flooring is wood flooring with sleepers. This is not called to be removed and the flooring cannot be installed over top of the wood flooring.

In order to properly prep for the floor, the wood floor and sleepers would be required to be removed and the floor would need to be infilled. In addition to this the existing casework would need to be removed and reinstalled.

It is our suggestion to not install new flooring in this room and see what credit is available for returning flooring material.

Please advise.

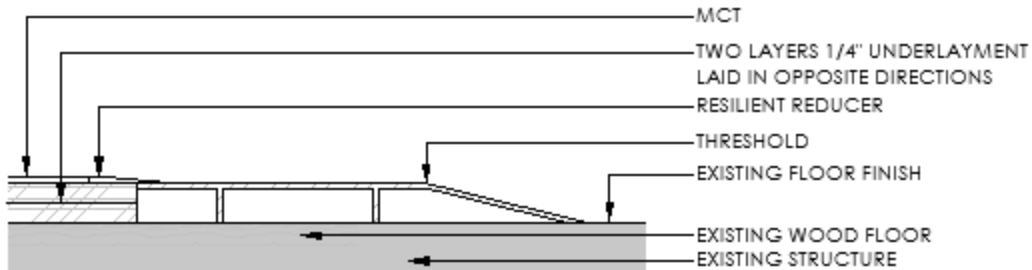
Official Response

Response from Laura Stene Miller Dunwiddie on Thursday, Jul 21, 2022 at 03:17 PM CDT

See 6E/1500 for flooring details - 2x 1/4" layers of underlayment is noted. According to the Forbo rep, this is appropriate for proper installation.

Attachments

[Marmoleum Underlayment.PNG](#)



MCT TO EXIST



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

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

RFI #113: Stone Veneer Next to Exist. Building

Status	Closed on 08/09/22		
To	Kermit Duncan (Miller Dunwiddie) Laura Stene (Miller Dunwiddie)	From	Danial Hannover (Sheehy Construction Company Inc.)
Date Initiated	Aug 4, 2022	Due Date	Aug 7, 2022
Location		Project Stage	
Cost Impact	Yes (Unknown)	Schedule Impact	No
Spec Section		Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From			
Copies To	Diedra Geye (Minneapolis Public Schools), Chris Keller (Steenberg-Watrud Construction, LLC), Dave Weinzetl (Sheehy Construction Company Inc.)		

Activity

Question

Question from Danial Hannover Sheehy Construction Company Inc. on Thursday, Aug 4, 2022 at 11:45 AM CDT

On detail 1B/A500, the detail calls for the stone veneer to but up a flat surface at the existing building.

The lower portions of the existing building have existing stone bands that are not flat to obtain this detail.

In phone conversation with Laura on 8/4 it was agreed to sawcut the stone to create a flat surface as required to obtain this detail's intent.

Please confirm this direction.

Official Response

Response from Laura Stene Miller Dunwiddie on Thursday, Aug 4, 2022 at 01:09 PM CDT

Saw cut the stone to create a flush surface. Remove the minimum depth, length and height possible. Do not cut the stone back to the clay tile wall - this will de-stabilize the stone above.

COR 39 - RFI 126 (REV 02)

DESCRIPTION: Pricing to revise the grades of the concrete walks to ensure ADA compliance, additional chain link fencing, and the alterations to the landscaping.

Schedule Impact: 1 Day

PROJECT : MPS - Justice Page
DATE : 2/16/23 **TIME** 16:12:35
PROJECT MANAGER: Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
						0.00	0.00	0.00
Action Fence	1	LS			4807.00	0.00	0.00	4807.00
Gorman Survey	1	LS			1050.00	0.00	0.00	1050.00
						0.00	0.00	0.00
Decorative Concrete	-370	SF			7.20	0.00	0.00	-2664.00
Standard Concrete	-246	SF			7.04	0.00	0.00	-1731.84
						0.00	0.00	0.00
Concrete Curb						0.00	0.00	0.00
- Labor	36	HR	97.00			3492.00	0.00	0.00
- Material	1	LS		781.56		0.00	842.13	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								
SUBTOTALS						\$ 3,492.00	\$ 842.13	\$ 1,461.16

TOTAL LABOR	\$ 3,492.00
TOTAL MATERIAL	\$ 842.13
TOTAL SUBCONTRACTS	\$ 1,461.16

SUBTOTAL	\$ 5,795.29
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10% O&P on Labor and Material:	\$ 4,334.13	\$ 433.41
5% O&P on Subcontracts:	\$ 1,461.16	\$ 73.06
3% Bond/Insurance:	\$ 5,795.29	\$ 173.86

TOTAL	\$ 6,475.62
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Gorman Surveying, Inc.

8640 Harriet Avenue South
Suite 102
Bloomington, MN 55420
(952) 346-8300

Invoice

DATE	INVOICE NO.
9/12/2022	12515

BILL TO
Sheehy Construction Company 360 Larpenteur Avenue West Suite 200 St. Paul, Minnesota 55113

PROJECT DESCRIPTION
Justice Page Middle School Addition and Renovation Minneapolis Public Schools T/M

P.O. NO.	TERMS	PROJECT NO.
	Net 30	22-029

DESCRIPTION	HOURS	RATE	AMOUNT
PW FIELD SURVEY CREW 2	3	350.00	1,050.00

Thank you for your business.	Total	\$1,050.00
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Sheehy Construction Company Inc.
360 WEST LARPEUR
Saint Paul, Minnesota 55113
P: 651 488-6691

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

RFI #126: Elevations at Exterior Walks (HOT TICKET)

Status	Closed on 09/15/22		
To	Amber Hill (Damon Farber) Rhonda Pierce (Pierce Pini & Associates Inc)	From	Danial Hannover (Sheehy Construction Company Inc.)
Date Initiated	Aug 22, 2022	Due Date	Aug 25, 2022
Location		Project Stage	
Cost Impact	TBD	Schedule Impact	TBD
Spec Section		Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From			
Copies To	Mike Bombardo (Sheehy Construction Company Inc.), Tom Dimke (Dimke Excavating, Inc.), Kermit Duncan (Miller Dunwiddie), Diedra Geye (Minneapolis Public Schools), Jason Schladweiler (Sheehy Construction Company Inc.), Laura Stene (Miller Dunwiddie), Dave Weinzetl (Sheehy Construction Company Inc.)		

Activity

Question

Question from Danial Hannover Sheehy Construction Company Inc. on Monday, Aug 22, 2022 at 11:59 AM CDT
The building addition is .40' higher than what the civil drawings show. This delta was required to meet existing building conditions. Please advise how concrete walks are to be adjusted to meet the new stoop.

Official Response

Response from Rhonda Pierce Pierce Pini & Associates Inc on Wednesday, Sep 14, 2022 at 04:05 PM CDT

While onsite today, it was discovered that the city sidewalk to which the sidewalk connects was poured 1-2 feet north which created slopes that did not meet ADA. The new sidewalk along the ADA parking stalls was realigned to connect to the city sidewalk at a higher elevation and reduce the slope to within ADA parameters. City sidewalk elevations were interpolated based on contractor-provided spot elevations and the sidewalk connection elevations should be verified again in the field to be sure ADA slopes are met for both running slope and cross-slope. See revised grading plan for design update.

Attachments

[C500 - Grading and Drainage Plan.pdf](#)

Official Response

Response from Amber Hill Damon Farber on Wednesday, Sep 14, 2022 at 03:48 PM CDT

Civil is updating the sidewalk layout. Attached is a planting plan sketch to respond to the new layout. This plan continues to preserve the exact quantity of plants, just rearranged.

Attachments

[2022-09-14_Planting Updates.pdf](#)

All Replies

Response from Rhonda Pierce Pierce Pini & Associates Inc on Wednesday, Sep 14, 2022 at 04:05 PM CDT

While onsite today, it was discovered that the city sidewalk to which the sidewalk connects was poured 1-2 feet north which created slopes that did not meet ADA. The new sidewalk along the ADA parking stalls was realigned to connect to the city sidewalk at a higher elevation and reduce the slope to within ADA parameters. City sidewalk elevations were interpolated based on contractor-provided spot elevations and the sidewalk connection elevations should be verified again in the field to be sure ADA slopes are met for both running slope and cross-slope. See revised grading plan for design update.

Attachments

[C500 - Grading and Drainage Plan.pdf](#)

Response from Amber Hill Damon Farber on Wednesday, Sep 14, 2022 at 03:48 PM CDT

Civil is updating the sidewalk layout. Attached is a planting plan sketch to respond to the new layout. This plan continues to preserve the exact quantity of plants, just rearranged.

Attachments

[2022-09-14_Planting Updates.pdf](#)

Response from Danial Hannover Sheehy Construction Company Inc. on Thursday, Sep 8, 2022 at 09:19 AM CDT

The surveyors were on site this morning, 9/8, and it was discovered that the replaced city sidewalk that Sheehy/Gorman Surveying provided shots for were not utilized on the updated plans.

As a results the western north-south sidewalk meets the city sidewalk at a little over a 5.5% slope. Please advise.

Response from Rhonda Pierce Pierce Pini & Associates Inc on Friday, Sep 2, 2022 at 09:58 AM CDT

See revised grading and notes on attached C500. Trees, landscaping and fences are not shown on civil plan, refer to LA plans for this information.

Attachments

[C500 - Grading and Drainage Plan.pdf](#)

Response from Amber Hill Damon Farber on Wednesday, Aug 31, 2022 at 03:05 PM CDT

In response to learning that there would be no refund available for the decorative fence, the attached sketch and updated narrative show retaining all decorative fencing. In this case, retain the decorative fence as indicated in yellow on PDF. The tree in the parking lot island will need to shift south to avoid that fence. Thanks

Attachments

[2022-08-31_Plaza Update - Retain Decorative Fence.pdf](#), [2022-08-31_RFI 126.pdf](#)

Response from Amber Hill Damon Farber on Monday, Aug 29, 2022 at 09:04 AM CDT

Please see attached

Attachments

[2022-08-25_Plaza Update.pdf](#), [2022-08-29_RFI 126.pdf](#)

Response from Amber Hill Damon Farber on Monday, Aug 29, 2022 at 09:01 AM CDT

The attached Plaza Update is an approved strategy to help mitigate the grade changes. This includes decreased concrete paving but increased curbing. No additional plants required. Civil will respond with grading strategy.

Response from Danial Hannover Sheehy Construction Company Inc. on Tuesday, Aug 23, 2022 at 08:22 PM CDT

Attached is the as builts shot this today.

Attachments

[Justic Page Topographic Survey.pdf](#), [Justic Page Topographic Survey.dwg](#)

Response from Rhonda Pierce Pierce Pini & Associates Inc on Monday, Aug 22, 2022 at 12:56 PM CDT

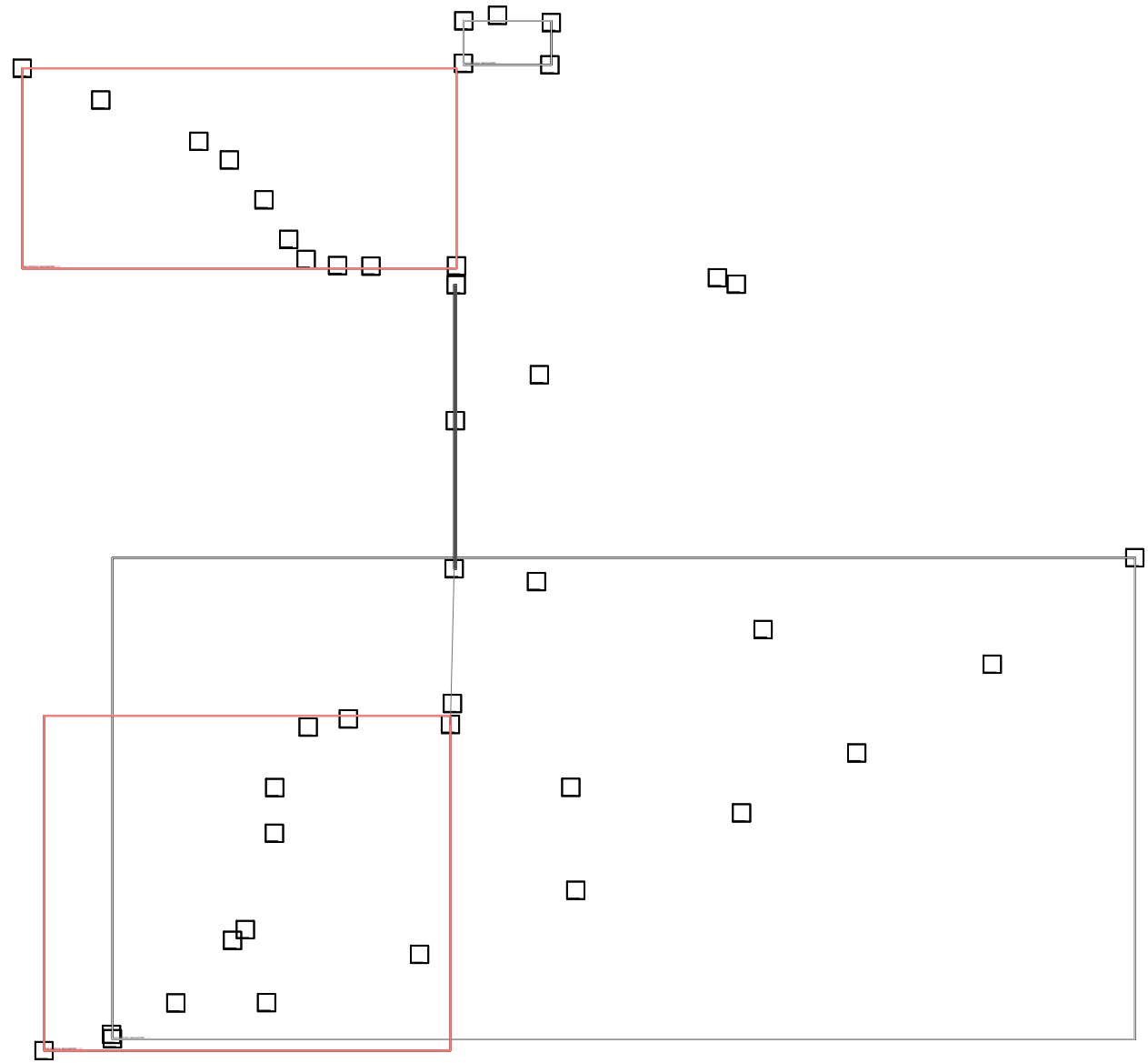
We need a survey of the elevations of all built elements within the area of the addition which ties into the existing conditions survey. See attached. Once we have this information in CAD and PDF format, the design team can review and redesign the plaza and sidewalk spaces.


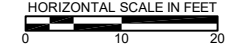

Attachments

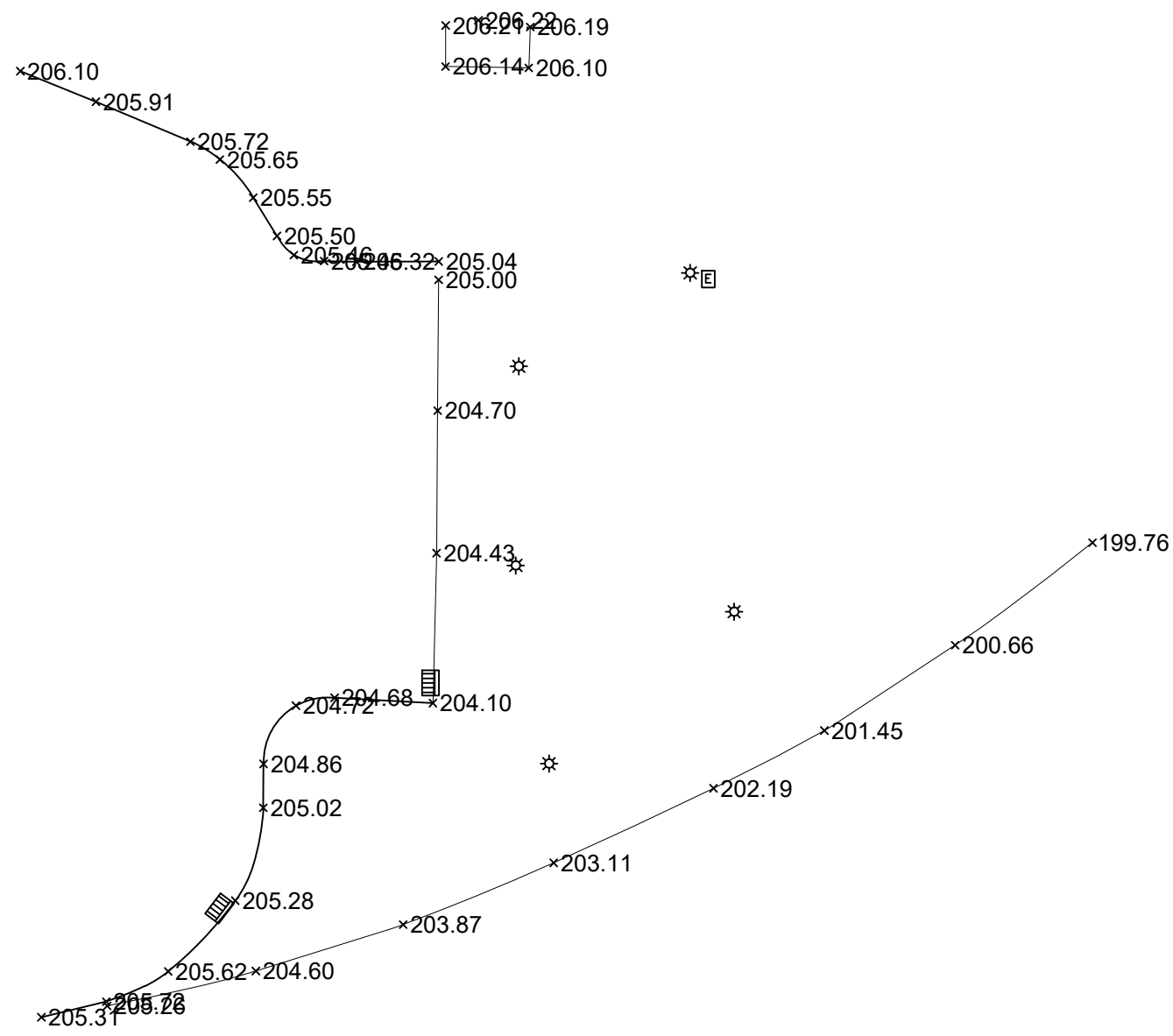
[C500 - Grading and Drainage Plan-survey points.pdf](#)


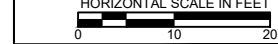

Response from Laura Stene Miller Dunwiddie on Monday, Aug 22, 2022 at 12:50 PM CDT

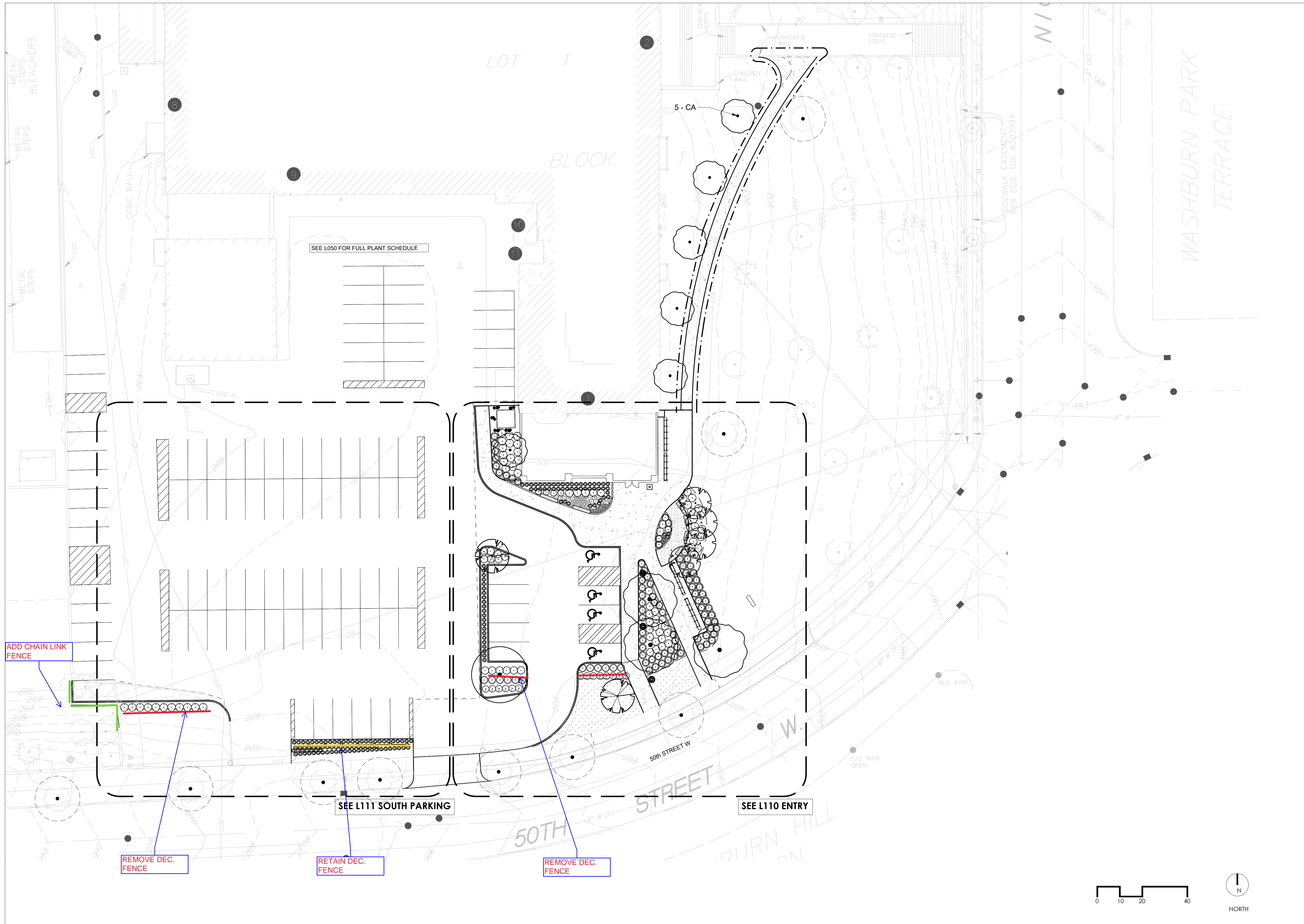
Sheehy - please add Damon Farber to this RFI as this will likely impact landscape architecture's scope.



REV.	DESCRIPTION	BY	DATE
	MINNEAPOLIS, HENNEPIN COUNTY, MINNESOTA		
JUSTICE PAGE MIDDLE SCHOOL			
EXISTING TOPOGRAPHY			
 Gorman Surveying, Inc. <small>8640 HARRIET AVE. SQ. SUITE 102 BLOOMINGTON, MINNESOTA 55420 (952)346-8300 FAX (952)346-9110</small>		DRAWN BY: C.F.W.	DATE: 08-23-2022
<small>HORIZONTAL SCALE IN FEET</small> 			
CHECKED BY:		DATE:	
FILE:		22-029	1 OF 1 



REV.	DESCRIPTION	BY	DATE
	MINNEAPOLIS, HENNEPIN COUNTY, MINNESOTA		
JUSTICE PAGE MIDDLE SCHOOL			
EXISTING TOPOGRAPHY			
 Gorman Surveying, Inc. 8640 HARRIET AVE. SO. SUITE 102 BLOOMINGTON, MINNESOTA 55420 (952)346-8300 FAX (952)346-9110		DRAWN BY: C.F.W.	DATE: 08-23-2022
		HORIZONTAL SCALE IN FEET 	
CHECKED BY:	DATE:	JOB NUMBER	SHEET
		22-029	1 OF 1 
FILE:			



PROJECT
JUSTICE PAGE MIDDLE SCHOOL ADDITION AND RENOVATION

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

REVISED

Mark	Date	Description
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4

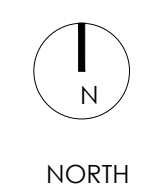
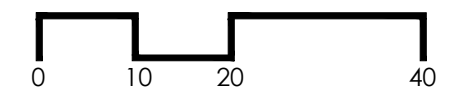
Project Number:	MPS2101
Date:	11/22/2021
Drawn By:	JG/AH
Checked By:	TW

© 2021 Miller Dunwiddie Architecture, Inc.

DRAWING TITLE
LANDSCAPE SITE PLAN

DRAWING NUMBER

L100



Damon Farber Landscape Architects
RFI 126
8/29/2022

This narrative accompanies sketch: 2022-08-25_Plaza Update.pdf

The plaza update is in response to two factors:

- 1) the higher elevation of building than anticipated and
- 2) the desire to enclose the athletic field

This study aims to make design modifications that overall do incur additional costs to the project.

This study includes the following **cost savings by reducing QTY** and **cost increases by increasing QTY**

01) Fence

- a. (FE-01) Decorative Fence (-80 LF @50% restock fee)
- b. Retain Decorative Fence at center parking area
- c. Chain Link Fence Increase (+35 LF) (it's possible this will cost less than 50% of the decorative fence, so that may be enough to offset additional cost

02) City Screening Requirement

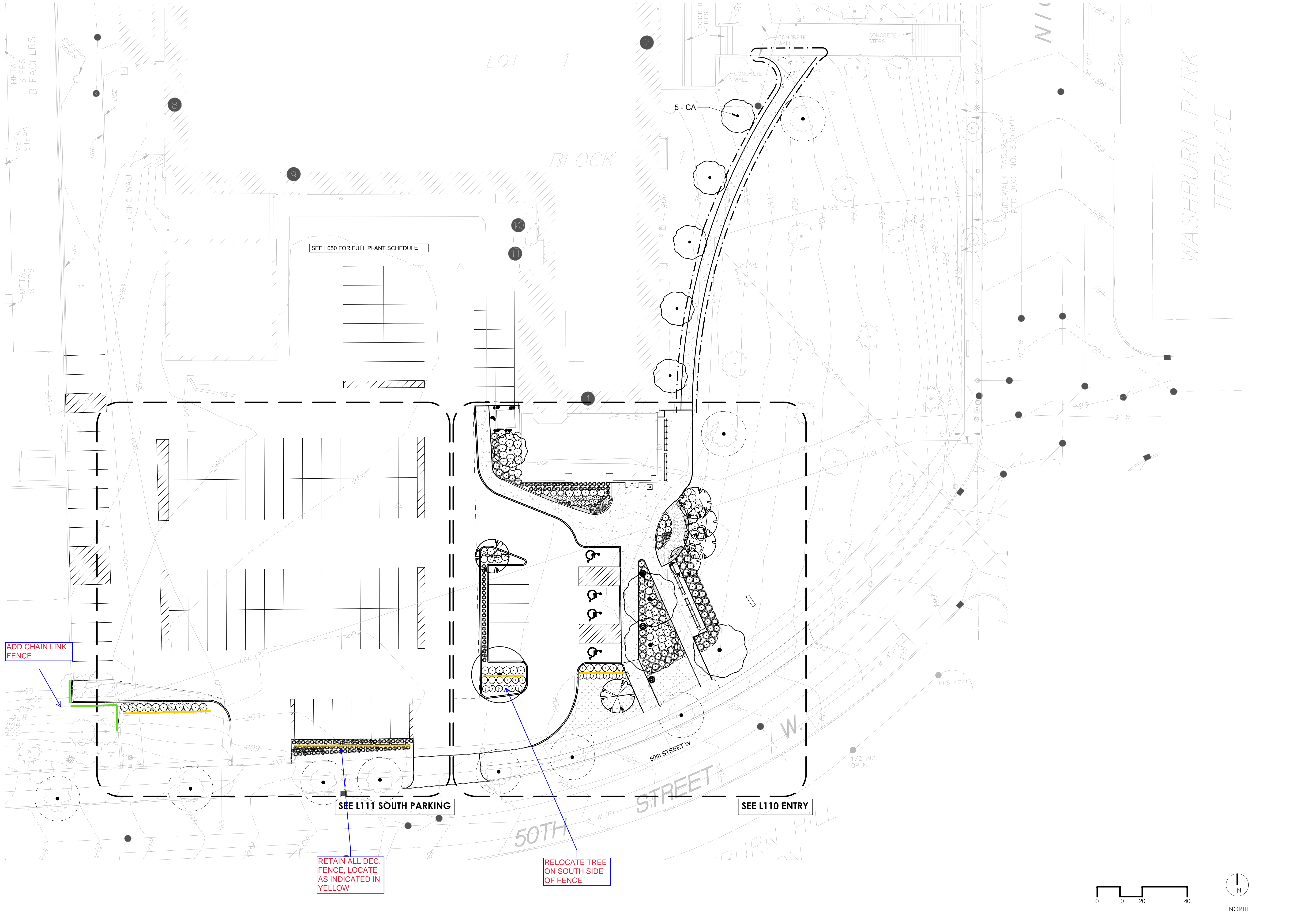
- a. The 3' fence is used as screening with ornamental grasses in the center
- b. A 3' shrub hedge is used for screening where decorative fencing is removed

03) Plaza Redesign to respond to bldg. elevation increase

- a. (P-01) Standard Concrete Reduction (approx. -370 SF)
- b. (P-02) Decorative Concrete Reduction (approx. -246 SF)
- c. (CB-01) Curb increase (approx. +56 LF)
- d. Benches same QTY, relocated

04) Planting adjustments

- a. No additional plants are required to achieve updated design
- b. Plants have been rearranged, a new hardscape and planting exhibit need to be drawn (Civil Hardscape / LA Planting)
- c. Roughly same area of planting, (approx. +50 SF) just redistribute soils to even out depth so don't need to purchase more



PROJECT
JUSTICE PAGE MIDDLE SCHOOL ADDITION AND RENOVATION

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

REVISED

Mark	Date	Description
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4

Project Number:	MPS2101
Date:	11/22/2021
Drawn By:	JG/AH
Checked By:	TW

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DRAWING TITLE
LANDSCAPE SITE PLAN

DRAWING NUMBER
L100

Damon Farber Landscape Architects
RFI 126
8/31/2022

This narrative accompanies sketch: 2022-08-31_Plaza Update-Retain Decorative Fence.pdf

The plaza update is in response to two factors:

- 1) the higher elevation of building than anticipated and
- 2) the desire to enclose the athletic field

This study aims to make design modifications that overall do incur additional costs to the project.

This study includes the following **cost savings by reducing QTY** and **cost increases by increasing QTY**

01) Fence

- a. ~~(FE-01) Decorative Fence (-80 LF @50% restock fee)~~
- b. Retain ALL Decorative Fence *at areas indicated in yellow on attached PDF. at center parking area*
- c. Chain Link Fence Increase (+35 LF) *(it's possible this will cost less than 50% of the decorative fence, so that may be enough to offset additional cost)*

02) City Screening Requirement

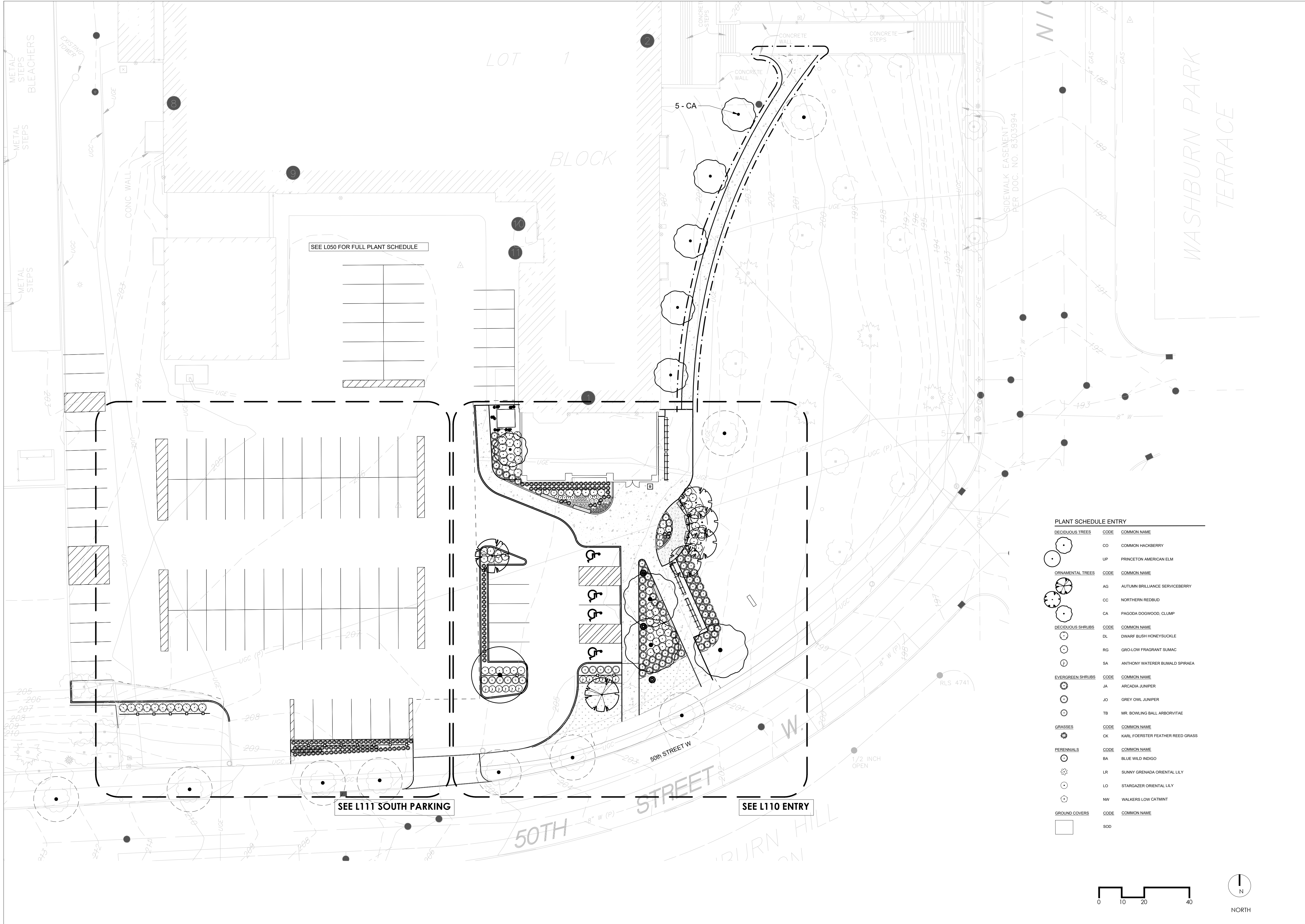
- a. The 3' fence is used as screening with ornamental grasses in the center
- b. A 3' shrub hedge is used for screening where decorative fencing is removed

03) Plaza Redesign to respond to bldg. elevation increase

- a. (P-01) Standard Concrete Reduction (approx. -370 SF)
- b. (P-02) Decorative Concrete Reduction (approx. -246 SF)
- c. (CB-01) Curb increase (approx. +56 LF)
- d. Benches same QTY, relocated

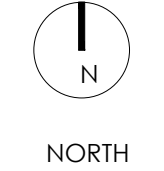
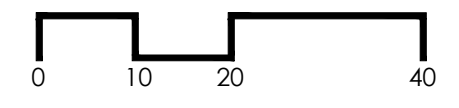
04) Planting adjustments

- a. No additional plants are required to achieve updated design
- b. Plants have been rearranged, a new hardscape and planting exhibit need to be drawn (Civil Hardscape / LA Planting)
- c. Roughly same area of planting, (approx. +50 SF) just redistribute soils to even out depth so don't need to purchase more
- d. *Tree in parking island will need to shift south to avoid fence line.*



PLANT SCHEDULE ENTRY

DECIDUOUS TREES	CODE	COMMON NAME
	CO	COMMON HACKBERRY
	UP	PRINCETON AMERICAN ELM
ORNAMENTAL TREES	CODE	COMMON NAME
	AG	AUTUMN BRILLIANCE SERVICEBERRY
	CC	NORTHERN REDBUD
	CA	PAGODA DOGWOOD, CLUMP
DECIDUOUS SHRUBS	CODE	COMMON NAME
	DL	DWARF BUSH HONEYSUCKLE
	RG	GRO-LOW FRAGRANT SUMAC
	SA	ANTHONY WATERER BUMALD SPIRAEA
EVERGREEN SHRUBS	CODE	COMMON NAME
	JA	ARCADIA JUNIPER
	JO	GREY OWL JUNIPER
	TB	MR. BOWLING BALL ARBORVITAE
GRASSES	CODE	COMMON NAME
	CK	KARL FOERSTER FEATHER REED GRASS
PERENNIALS	CODE	COMMON NAME
	BA	BLUE WILD INDIGO
	LR	SUNNY GRENADA ORIENTAL LILY
	LO	STARGAZER ORIENTAL LILY
	NW	WALKERS LOW CATMINT
GROUND COVERS	CODE	COMMON NAME
	SOD	SOD



millerdunwiddie.com
100 Washington Ave South, Suite 500
Minneapolis, Minnesota 55401
612 337 0000

MEYER | BORGMAN | JOHNSON
STRUCTURAL DESIGN + ENGINEERING

PIERCE PINI & ASSOCIATES, INC.
Consulting Civil Engineers

truenORTH
consulting group

M P S
MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

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

Tom Whitlock

Signature
Tom Whitlock
Name

11/22/2021 26292
Date License #

PROJECT

JUSTICE PAGE MIDDLE SCHOOL ADDITION AND RENOVATION

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

REVISED

Mark	Date	Description
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4

Project Number: MPS2101

Date: 11/22/2021

Drawn By: JG/AH

Checked By: TW

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DRAWING TITLE

LANDSCAPE SITE PLAN

DRAWING NUMBER

L100

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

Rhonda S. Pierce

Signature: Rhonda S. Pierce
Name: Rhonda S. Pierce
Date: 11/22/2021 License # 41333

JUSTICE PAGE MIDDLE SCHOOL ADDITION AND RENOVATION

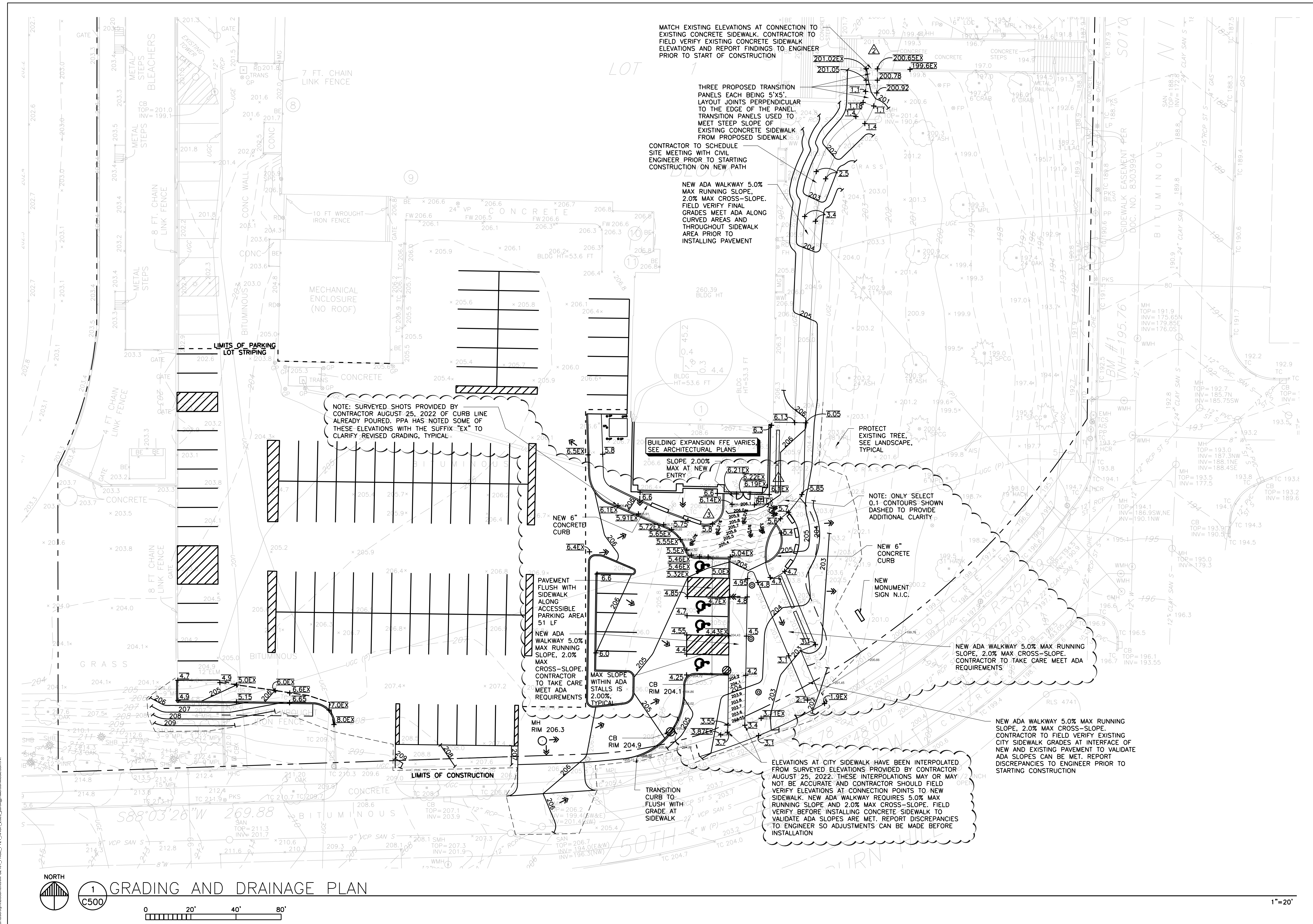
MINNEAPOLIS PUBLIC SCHOOLS
MPS OP # 22-2211
10 WEST 50TH STREET
MINNEAPOLIS, MN 55419

Mark	Date	Description
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4
	06/15/2022	RFI 45
	06/24/2022	RFI 126
	09/14/2022	RFI 126 REVISED

Project Number: 20-045
Date: 11/22/2021
Drawn By: RZ
Checked By: RSP

GRADING AND DRAINAGE PLAN

C500





Sheehy Construction Company Inc.

SUMMARY SHEET

Job: Justice Page Middle School Renovation & Add **Job #:** C87406 **Date:** 11/29/2022

Re: CO #20 - RFI #142 **CO#:** 20

Add red EMT conduit for an added smoke detector and for (2) door holds at the lower level double doors not shown on plans.

1. Materials				\$220.69	
2. Sales Tax	8.0%			\$17.66	
3. Material OH/P	10%			\$22.07	
4. Truck Charge				\$99.00	
5. Subtotal Material/Truck		sum of lines 1, 2, 3 & 4.....			\$359.42
6. Standard Hours Labor	11.00	Hours @ \$111.00 per hour	\$1,221.00		
9. DT Hours Labor	0.00	Hours @ \$222.00 per hour	\$0.00		
10. Labor OH/P	10%		\$122.10		
11. Subtotal Labor		sum of lines 6, 7, 8 & 9.....			\$1,343.10
12. Tools & Equipment	6%	of lines 6, 7 & 8.....	\$73.26		
13. Permits & Fees			\$0.00		
14. DirtworX OT			\$0.00		
15. Johnson Controls			\$7,495.00		
16. Material Handling			\$0.00		
17. Scaffold Rental			\$0.00		
18. Additional Bond Premium			\$0.00		
19. Expense OH/P	5%	of lines 13,14,15,16,17&18.....	\$374.75		
20. Subtotal Expense		sum of lines 12-19.....			\$7,943.01
Total Price of Change					\$9,645.53

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

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

Muska Electrical Contractors

Sheehy Construction Company Inc.

Geoff Roering

Signature: _____

Senior Project Manager

Print Name: _____

*Please return approved CO to Muska to proceed with changes



Johnson Controls Fire Protection LP
2605 Fernbrook Lane N
Plymouth , MN 55447

Johnson Controls Fire Protection LP Quotation

To:
MINNEAPOLIS PUBLIC SCHOOLS
807 BROADWAY ST NE
MINNEAPOLIS, MN 55413

Project: Justice Page MS - FA add - CPQ-326850
Johnson Controls Reference: 650326850
Proposal #: 1
Date: 11/16/2022
Page: 1 of 9

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

Johnson Controls Fire Protection LP to provide parts and smarts solution for a new set of door holds on a double door at Justice Page Middle School.

Provided are 2 smokes, 2 door holds, and an IAM. Johnson Controls will provide parts, programming, and a technician for the final inspection.

Not included is permitting, wiring, raceway, and installation of parts.

Technician hours included for programming and final test of the system after completion. Simplex hours to be used M-F during normal business hours. There is NO overtime or weekend work included.

Design time included to produce drawings and submittal packet.

Price includes tax. This quotation is valid for 10 days, based on acceptance of delivery within 6 months. Price includes supervision of final connections at the control panel and test of the system by a factory trained service representative.

Jeff Simonson
Johnson Controls Fire Protection LP
952-245-9716
jeffery.d.simonson@jci.com

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



QTY	MODEL NUMBER	DESCRIPTION
2	4098-9714	PHOTO SENSOR
2	4098-9792	SENSOR BASE
1	4090-9001	SUPERVISED IAM
2	DH24120FPC	DR HLDR,SEMI-FLUSH,CHRM

Total net selling price, FOB shipping point, \$7,495.00

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

Payment Options:

Johnson Controls Capital Funding Solutions

Equipment Finance Agreement: Allows for payment over time for products and installation costs, while maintaining ownership of assets. No down payment required.

As a Service Subscription: Covers costs of installation and services over time without ownership of assets. No upfront costs.

Final pricing subject to change based on credit approval, any applicable state/local taxes

For more information on Johnson Controls Capital funding solutions, please forward this proposal along with any questions to your sales representative and JCCapitalNA@jci.com.



IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, deposit for a minimum of 30% of the sell price, and the invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: YES: E-mail address to be used: _____
 NO: Please submit invoices via mail
 NO: Please submit invoices via _____

<p>Offered By:</p> <p>Johnson Controls Fire Protection LP</p> <p>2605 Fernbrook Lane N</p> <p>Plymouth , MN 55447</p> <p>Telephone: _____</p> <p>Representative: _____</p> <p>Email: jeffery.d.simonson@jci.com.bsna</p>	<p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	---



TERMS AND CONDITIONS (Rev. 9/22)

1. Payment and Invoicing. All payments are due net thirty (30) days from the date of invoice. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days from the date of the invoice. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend

services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Deposit. Unless prohibited by law, Customer agrees to pay a deposit for a minimum of 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the deposit after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer.

All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with federal, state/provincial and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites,

liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act).

Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by

Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION(AND, IF SPECIFIED, TESTING)PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENT WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAM. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PART THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING AND PIPING.

9. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company

determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

11. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to

support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of

Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

14. COVID-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

15. Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

16. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

17. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

18. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans,

specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

19. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

20. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

21. Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

22. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card



readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

22. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

23. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video

monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19.

25. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the

Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

26. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

27. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

28. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or

recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

29. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

30. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

31. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable,

including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

32. One-Year Claims Limitation; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties

agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

33. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

34. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and



Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

38. Electronic Media. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in

the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. JCI may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

39. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

40. Privacy. Company as : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Company as :** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

41. License Information (Security System Customers): **AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from**

the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

	A	B	C	D	E	F	G	H	I
1	Item #	Item Name	Quantity	Price	U	Ext Price	Final Lbr	U	Final Lbr Ext
2	Label Set: RFI #142, Fire Alarm, Combined, Combined, Combined					\$220.69			11.00
3	2,815	0.75" EMT Conduit	80.00	\$119.26	C	\$95.41	2.20	C	1.76
4	2,908	3/4 EMT CONN D/C	2.00	\$203.92	C	\$4.08	13.00	C	0.26
5	2,935	0.75" EMT CONN S/S	10.00	\$85.20	C	\$8.52	10.00	C	1.00
6	3,022	0.75" EMT COUP S/S	6.00	\$105.60	C	\$6.34	6.00	C	0.36
7	3,406	0.75" EMT 1 HOLE STP/STL	4.00	\$140.03	C	\$5.60	3.20	C	0.13
8	3,452	0.75" EMT CHNL STRAP W/BOLT	7.50	\$175.62	C	\$13.17	2.40	C	0.18
9	8,522	BOX SUPPORT-CLIP ON 1/2" DW	2.00	\$174.19	C	\$3.48	3.00	C	0.06
10	8,715	1 5/8 UNISTRUT P1000-10GR	1.68	\$450.77	C	\$7.57	9.00	C	0.15
11	32,237	1G IV PLAS PHONE PLATE 6-Cond	2.00	\$273.60	C	\$5.47	0.05		0.10
12	33,957	4/S BOX 1-1/2" DEEP, Drawn	2.00	\$485.95	C	\$9.72	16.00	C	0.32
13	33,960	4/S BOX 2-1/8" DEEP, Welded	2.00	\$1,320.94	C	\$26.42	17.00	C	0.34
14	33,969	4/S SG MUD RING 1/2"DP	2.00	\$894.25	C	\$17.88	5.00	C	0.10
15	33,991	4/S BLANK COVER	2.00	\$601.29	C	\$12.03	5.00	C	0.10
16	35,285	0.75" KNOCKOUT LABOR	10.00	\$0.00	X	\$0.00	0.15		1.50
17	100,212	WALL PENETRATION	1.00	\$5.00		\$5.00	1.00		1.00
18	100,212	Coordination W/JCI For Tie-In Points	1.00	\$5.00		\$5.00	3.00		3.00
19						\$220.69			11.00



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

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

RFI #142: Door 008 Fire Alarm/Door Holds

Status	Closed on 11/07/22		
To	Tom Roberts (Emanuelson-Podas, Inc.) <i>(Response Required)</i>	From	Geoff Roering (Muska Companies) 1985 Oakcrest Ave Roseville, Minnesota 55113
Date Initiated	Oct 20, 2022	Due Date	Oct 23, 2022
Location		Project Stage	
Cost Impact	Yes (Unknown)	Schedule Impact	Yes (Unknown)
Spec Section		Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From	Geoff Roering (Muska Companies)		
Copies To	Kermit Duncan (Miller Dunwiddie), Geoff Roering (Muska Companies), Laura Stene (Miller Dunwiddie), Dave Weinzettl (Sheehy Construction Company Inc.)		

Activity

Question

Question from Geoff Roering Muska Companies on *Thursday, Oct 20, 2022 at 10:15 AM CDT*

Door 008 door schedule calls for mag holds. There is no power or fire alarm shown on electrical plans at this door. It is assumed a smoke will be required along with pathways for fire alarm. Please advise what is required at this location so we can address this additional work.

Official Response

Response from Tom Roberts Emanuelson-Podas, Inc. on *Monday, Nov 7, 2022 at 07:48 AM CST*

Provide power and fire alarm for Mag holds on door. Verify with Johnson Controls for power requirements



COR 051

DESCRIPTION: Pricing related to RFI 118 and 122.
RFI 118: Removals of the trees at both the SW corner of the parking lot as outlined in the RFI. These trees were not called out to be removed in the plans and required.
Schedule Impact: **RFI 122:** Remove the tree that is next to the sidewalk at the cut line that was unable to stay.

PROJECT : MPS - Justice Page
DATE : 1/17/23 **TIME** 09:32:58
PROJECT MANAGER: Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
Dimke Excavating	1	LS			3135.00	0.00	0.00	3135.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								

SUBTOTALS **\$ - \$ - \$ 3,135.00**

TOTAL LABOR	\$ -
TOTAL MATERIAL	\$ -
TOTAL SUBCONTRACTS	\$ 3,135.00

SUBTOTAL **\$ 3,135.00**

10% O&P on Labor and Material:	\$ -	\$ -
5% O&P on Subcontracts:	\$ 3,135.00	\$ 156.75
3% Bond/Insurance:	\$ 3,135.00	\$ 94.05

TOTAL **\$ 3,385.80**

DIMKE EXCAVATING, INC.

Tom Dimke
6535 Joyer Lane
Lino Lakes, MN 55038

Mobile: 612-225-7100
Office: 651-429-4948
tom@dimkeexcavating.com

To: Sheehy Construction
360 West Larpenteur Ave.
St. Paul, MN 55113

Contact: Dan Hannover
Phone: 651-328-8344
Email:

Project Name: JPMS Safe Entrance
Project Location: Minneapolis, MN

Bid Date: 9.15.22

Total Base Price: \$3,135.00

Quote Includes:

*Tree (3) removal at parking lot expansion at Southwest Corner of existing lot.
Large tree (1) removal and disposal, grind stump on East side.

Invoice 13934: \$1,350.00
Invoice 13933: \$1,500.00
10% OHP: \$285.00
\$3,135.00

Tom Dimke

Hugo's Tree Care
14728 Irish Ave N
Hugo, MN 55038
651-429-4705
hugotreecare@gmail.com

Invoice



BILL TO

Dimke Excavating
6535 Joyer Lane
Lino Lakes, MN 55038

SHIP TO

Justice Page Middle School

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
13934	08/18/2022	\$1,350.00	08/31/2022	Due on receipt	

DATE	DESCRIPTION	AMOUNT
08/16/2022	Haul tree debris, 1 @ \$1,000.00	1,000.00
08/18/2022	grind stump, 1 @ \$350.00	350.00

For credit card payments:

BALANCE DUE

\$1,350.00

Card#:

Name on Card:

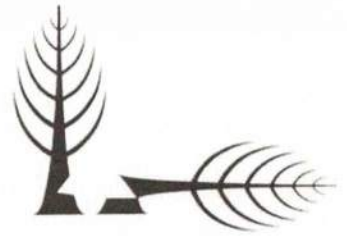
exp: MC VISA AMEX

CVV code:

JMM
9-5

Hugo's Tree Care
14728 Irish Ave N
Hugo, MN 55038
651-429-4705
hugotreecare@gmail.com

Invoice



BILL TO

Dimke Excavating
6535 Joyer Lane
Lino Lakes, MN 55038

SHIP TO

Justice Page Middle School
1 West 49th St
Mpls

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
13933	08/18/2022	\$1,500.00	08/31/2022	Due on receipt	

DATE	DESCRIPTION	AMOUNT
08/17/2022	Clear land of trees and stumps - 3 ea, 1 @ \$1,500.00	1,500.00

For credit card payments:

BALANCE DUE

\$1,500.00

Card#:

Name on Card:

exp: MC VISA AMEX

CVV code:

*JM
9-5*



RFI #118: Site Removals at SW Corner of Parking Lot

Status	Open		
To	Rhonda Pierce (Pierce Pini & Associates Inc)	From	Danial Hannover (Sheehy Construction Company Inc.)
Date Initiated	Aug 8, 2022	Due Date	Aug 11, 2022
Location		Project Stage	
Cost Impact	Yes (Unknown)	Schedule Impact	Yes (Unknown)
Spec Section		Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From			
Copies To	Tom Dimke (Dimke Excavating, Inc.), Kermit Duncan (Miller Dunwiddie), Laura Stene (Miller Dunwiddie), Dave Weinzettl (Sheehy Construction Company Inc.)		

Activity

Question

Question from Danial Hannover Sheehy Construction Company Inc. on Monday, Aug 8, 2022 at 04:30 PM CDT

At the southwest corner of the parking lot the plan calls for a new parking lot. The plan C400 shows new curb and gutter and striping at this location.

When referencing the site removals plan, the plan only calls for the existing curb to be removed.

At this location there are several mid - large trees in the space of the new parking stall as well as an iron fence. In addition to this, there are several trees that are effected by the new grading happening at this area and it is likely they need to be removed/may die from this work.

Please advise if we are to proceed removing these items and installing the new space.

Awaiting an Official Response

All Replies

Response from Danial Hannover Sheehy Construction Company Inc. on Wednesday, Aug 10, 2022 at 07:54 PM CDT

The trees are dark, yes, however they do not indicate removal with an 'X' or have any note next to them showing the quantity as shown at every other tree to be removed on the plans.

As for the other grove of trees, the plans do not indicate the amount actually on site; which is quite a bit more where it is difficult to obtain the required grade.

Lastly - are we to remove the iron fence to its full extents, only at the parking stall, replace any portions? Please advise.

Response from Rhonda Pierce Pierce Pini & Associates Inc on Wednesday, Aug 10, 2022 at 03:13 PM CDT

This area of the parking lot is required to maintain the drive aisle for the reconfigured parking lot and maintain the number of existing parking stalls. This stall needs to be installed. The site demolition plan shows the curb and trees in a darker color that indicates these to be removed for the expanded parking lot.

The grading near the existing trees is currently a 3:1 slope and the new grades are within 2-12" of existing grade. The existing 4" maple has cuts of 8"-12" near it's roots and should be okay. The other trees have minimal grading around them.

Response from Danial Hannover Sheehy Construction Company Inc. on Tuesday, Aug 9, 2022 at 07:20 AM CDT

Here is a photo of the three foot offsets.

Attachments

[1660047601486.714844_tempImage.jpeg](#)



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

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

RFI #122: Preserved Tree Next to Cut Line

Status	Closed on 08/16/22		
To	Amber Hill (Damon Farber)	From	Danial Hannover (Sheehy Construction Company Inc.)
Date Initiated	Aug 16, 2022	Due Date	Aug 16, 2022
Location		Project Stage	
Cost Impact	TBD	Schedule Impact	TBD
Spec Section		Cost Code	
Drawing Number	C500 / L110	Reference	
Linked Drawings			
Received From			
Copies To	Mike Bombardo (Sheehy Construction Company Inc.), Tom Dimke (Dimke Excavating, Inc.), Kermit Duncan (Miller Dunwiddie), Diedra Geye (Minneapolis Public Schools), Laura Stene (Miller Dunwiddie), Dave Weinzetl (Sheehy Construction Company Inc.)		

Activity

Question

Question from Danial Hannover Sheehy Construction Company Inc. on Tuesday, Aug 16, 2022 at 09:35 AM CDT

On the civil and landscape drawings it calls for a tree to be protected south of the handicap parking stalls.

To the north and east of this tree are new planting beds and concrete walks. Both of which require a 15" cut.

This will likely expose roots and cause damage to the tree.

It is our opinion that the tree needs to be removed, please advise.

PLEASE NOTE - DUE TO THE TIMELINE OF THE SITEWORK, THIS RFI IS CRITICAL.

Official Response

Response from Danial Hannover Sheehy Construction Company Inc. on Tuesday, Aug 16, 2022 at 10:56 AM CDT

In discussion with MPS - we are proceeding with Option 01.

Official Response

Response from Amber Hill Damon Farber on Tuesday, Aug 16, 2022 at 10:42 AM CDT

Please see attached design strategy to retain existing mature tree. Send for final approval to Diedra Geye and CC me.

Option 01 - Remove mature tree - retain concrete walk and planting design as drawn in CD set

Option 02 - Retain mature tree - remove additional concrete walk (are two pedestrian paths critical?) reconfigure planting, soil depth, fencing, and edging as drawn in attachment

Thank you!

Attachments

[MPS - Justice Page - Retain Tree strategy 2.pdf](#)

All Replies

Response from Danial Hannover Sheehy Construction Company Inc. on Tuesday, Aug 16, 2022 at 10:56 AM CDT

In discussion with MPS - we are proceeding with Option 01.

Response from Amber Hill Damon Farber on Tuesday, Aug 16, 2022 at 10:42 AM CDT

Please see attached design strategy to retain existing mature tree. Send for final approval to Diedra Geye and CC me.

Option 01 - Remove mature tree - retain concrete walk and planting design as drawn in CD set

Option 02 - Retain mature tree - remove additional concrete walk (are two pedestrian paths critical?) reconfigure planting, soil depth, fencing, and edging as drawn in attachment

Thank you!

Attachments

[MPS - Justice Page - Retain Tree strategy 2.pdf](#)

Response from Danial Hannover Sheehy Construction Company Inc. on Tuesday, Aug 16, 2022 at 10:27 AM CDT

Amber - I only had part of the information. The trunk of the tree will be/would be rubbing up against the new concrete walk.

They cannot both be there, one needs to be removed or the concrete walk needs to be reconfigured.

Response from Amber Hill Damon Farber on Tuesday, Aug 16, 2022 at 10:15 AM CDT

Thank you for this information, I agree, we'll need to update. I'd like to keep that large tree if possible. Please see the proposed strategy. Generally we accept 25% root damage to retain a tree.

I think if we adjust planting soil depth in critical locations to 8", and also move the fence and planting edge we will be in a stronger position.

Please review and comment.

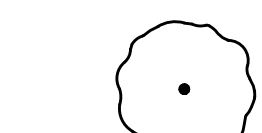

Attachments

[MPS - Justice Page - Retain Tree strategy.pdf](#)




SEE L050 FOR FULL PLANT SCHEDULE

PLANT SCHEDULE ENTRY

DECIDUOUS TREES CODE COMMON NAME

-  CO COMMON HACKBERRY
-  UP PRINCETON AMERICAN ELM



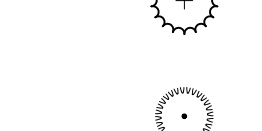
ORNAMENTAL TREES CODE COMMON NAME

-  AG AUTUMN BRILLIANCE SERVICEBERRY
-  CC NORTHERN REDBUD
-  CA PAGODA DOGWOOD, CLUMP

DECIDUOUS SHRUBS CODE COMMON NAME

-  DL DWARF BUSH HONEYSUCKLE
-  RG GRO-LOW FRAGRANT SUMAC
-  SA ANTHONY WATERER BUMALD SPIRAEA

EVERGREEN SHRUBS CODE COMMON NAME

-  JA ARCADIA JUNIPER
-  JO GREY OWL JUNIPER
-  TB MR. BOWLING BALL ARBORVITAE

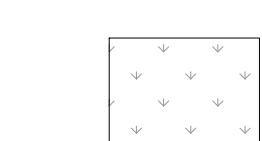
GRASSES CODE COMMON NAME

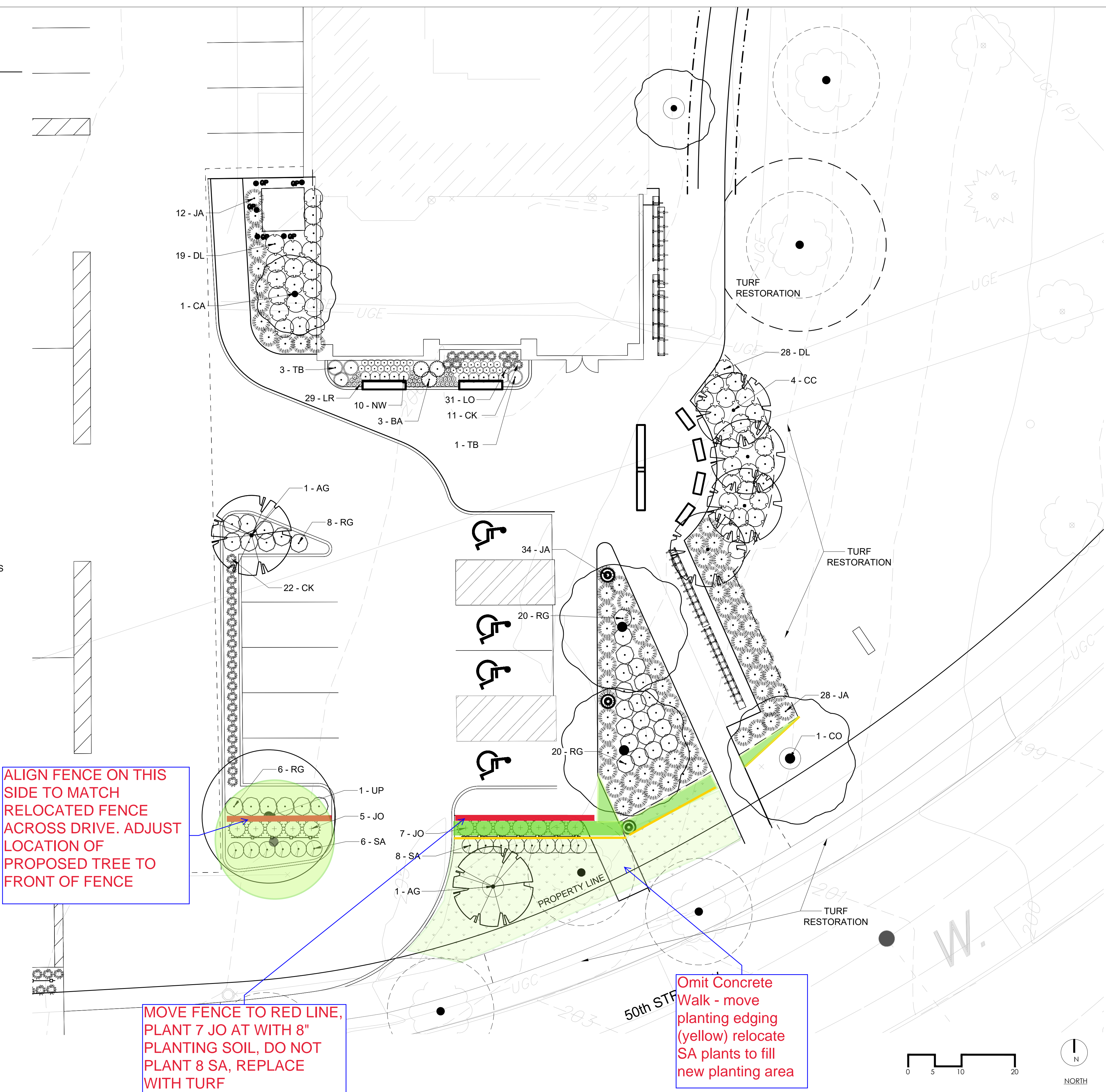
-  CK KARL FOERSTER FEATHER REED GRASS

PERENNIALS CODE COMMON NAME

-  BA BLUE WILD INDIGO
-  LR SUNNY GRENADA ORIENTAL LILY
-  LO STARGAZER ORIENTAL LILY
-  NW WALKERS LOW CATMINT

GROUND COVERS CODE COMMON NAME

-  SOD



ALIGN FENCE ON THIS SIDE TO MATCH RELOCATED FENCE ACROSS DRIVE. ADJUST LOCATION OF PROPOSED TREE TO FRONT OF FENCE

MOVE FENCE TO RED LINE, PLANT 7 JO AT WITH 8" PLANTING SOIL, DO NOT PLANT 8 SA, REPLACE WITH TURF

Omit Concrete Walk - move planting edging (yellow) relocate SA plants to fill new planting area

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

Tom Whitlock
 Signature

Tom Whitlock
 Name

11/22/2021 26292
 Date License #

PROJECT
JUSTICE PAGE MIDDLE SCHOOL ADDITION AND RENOVATION

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

REVISED

Mark	Date	Description
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4

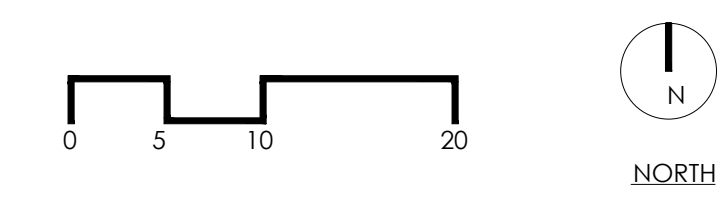
Project Number: MPS2101
 Date: 11/22/2021
 Drawn By: JG/AH
 Checked By: TW

© 2021 Miller Dunwiddie Architecture, Inc.

DRAWING TITLE
ENTRY PLANTING PLAN

DRAWING NUMBER

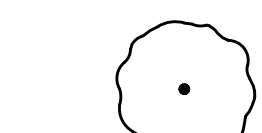

L151






SEE L050 FOR FULL PLANT SCHEDULE

PLANT SCHEDULE ENTRY

DECIDUOUS TREES CODE COMMON NAME

-  CO COMMON HACKBERRY
-  UP PRINCETON AMERICAN ELM



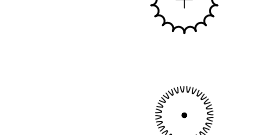
ORNAMENTAL TREES CODE COMMON NAME

-  AG AUTUMN BRILLIANCE SERVICEBERRY
-  CC NORTHERN REDBUD
-  CA PAGODA DOGWOOD, CLUMP

DECIDUOUS SHRUBS CODE COMMON NAME

-  DL DWARF BUSH HONEYSUCKLE
-  RG GRO-LOW FRAGRANT SUMAC
-  SA ANTHONY WATERER BUMALD SPIRAEA

EVERGREEN SHRUBS CODE COMMON NAME

-  JA ARCADIA JUNIPER
-  JO GREY OWL JUNIPER
-  TB MR. BOWLING BALL ARBORVITAE

GRASSES CODE COMMON NAME

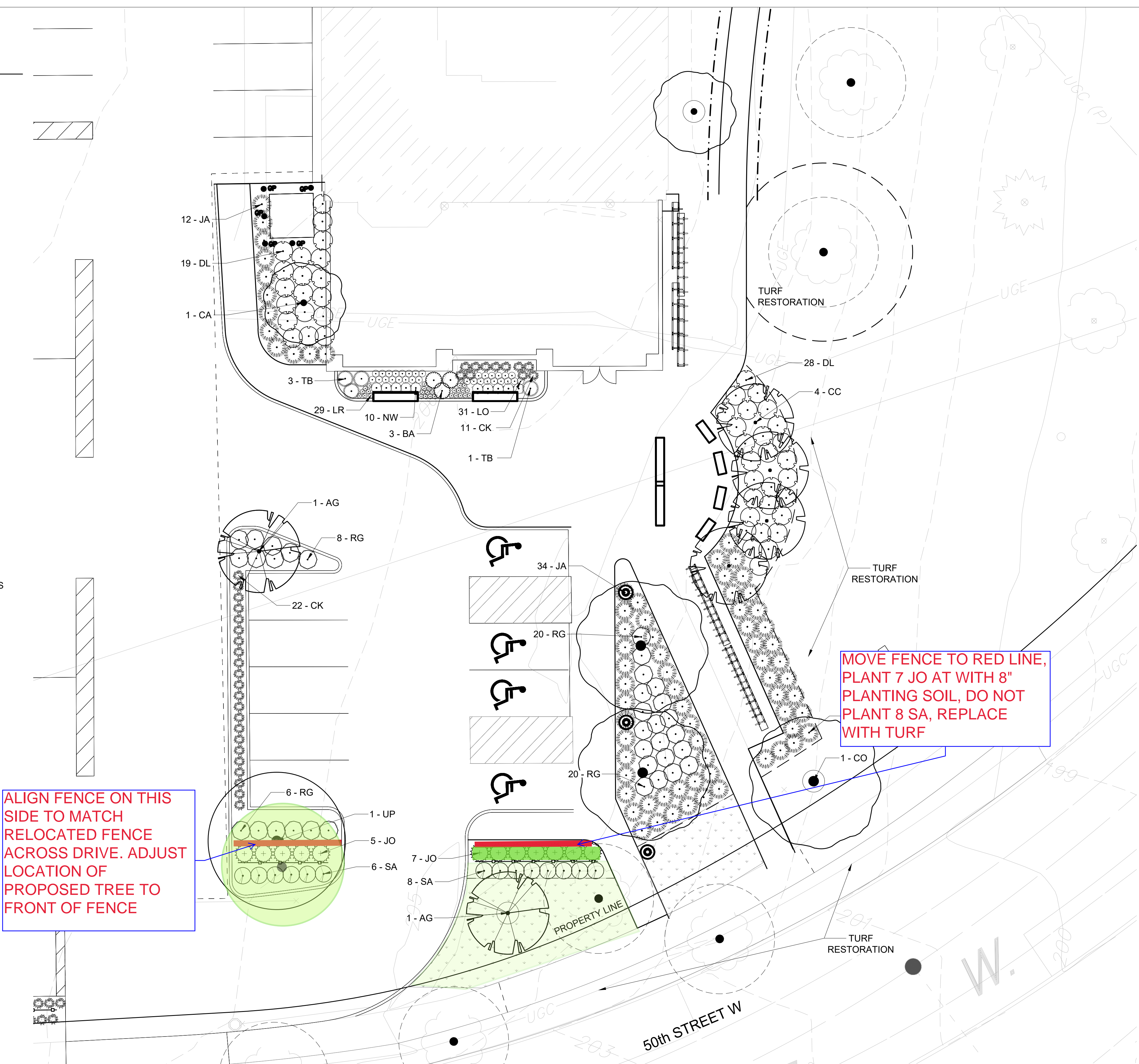
-  CK KARL FOERSTER FEATHER REED GRASS

PERENNIALS CODE COMMON NAME

-  BA BLUE WILD INDIGO
-  LR SUNNY GRENADA ORIENTAL LILY
-  LO STARGAZER ORIENTAL LILY
-  NW WALKERS LOW CATMINT

GROUND COVERS CODE COMMON NAME

-  SOD



ALIGN FENCE ON THIS SIDE TO MATCH RELOCATED FENCE ACROSS DRIVE. ADJUST LOCATION OF PROPOSED TREE TO FRONT OF FENCE

MOVE FENCE TO RED LINE, PLANT 7 JO AT WITH 8" PLANTING SOIL, DO NOT PLANT 8 SA, REPLACE WITH TURF

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

Tom Whitlock
 Signature

Tom Whitlock
 Name

11/22/2021 26292
 Date License #

PROJECT
JUSTICE PAGE MIDDLE SCHOOL ADDITION AND RENOVATION

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

REVISED

Mark	Date	Description
	01/13/2022	CONFORMED SET W/ ADDENDA 1-4

Project Number: MPS2101

Date: 11/22/2021

Drawn By: JG/AH

Checked By: TW

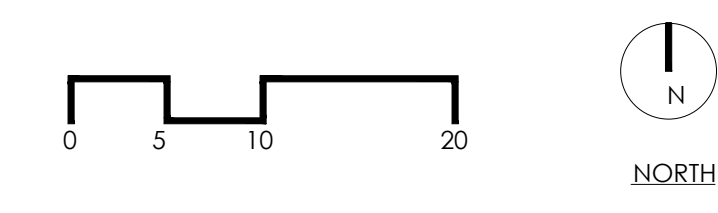
© 2021 Miller Dunwiddie Architecture, Inc.

DRAWING TITLE

ENTRY PLANTING PLAN

DRAWING NUMBER

L151



COR 052



CREDIT - Fritted Glass

DESCRIPTION: Credit for the 3M film substitute in lieu of the fritted glass.

Schedule Impact:

PROJECT : MPS - Justice Page
DATE : 11/4/22 TIME 08:52:28
PROJECT MANAGER: Dan Hannover

Table with columns: DESCRIPTION, QTY, U, LABOR, MATL, SUB, TOT LAB, TOT MAT, TOT SUB. Includes a row for 'Midland Glass' with a value of -317.00 in the SUB column.

***** DO NOT USE OR DELETE THIS LINE *****
SUBTOTALS \$ - \$ - \$ (317.00)

TOTAL LABOR \$ -
TOTAL MATERIAL \$ -
TOTAL SUBCONTRACTS \$ (317.00)

SUBTOTAL \$ (317.00)

10% O&P on Labor and Material: \$ - \$ -
5% O&P on Subcontracts: \$ (317.00) \$ -
3% Bond/Insurance: \$ (317.00) \$ -

TOTAL \$ (317.00)

MIDLAND GLASS CO., INC.

410 11TH AVE. Hopkins MN 55343 952/928-7800 Fax 952/928-2279, www.midlandglass.com

DATE: 10.27.2022 **CHANGE ORDER REQUEST (aluminum & glass)**

To: Danial Hannover daniel.hannover@sheehyconstruction.com C: 507.456.4062
Sheehy Construction – 360 W. Larpenteur Ave. – St. Paul, MN 55113

**Project: MPS Justice Page Middle School – 10 West 50th Street -
Minneapolis, MN 55419**

Credit: \$317.00 (Tax included) *Furnish and install

Substituted film for fritted glass @ frame 103

Applied screen to clear glass: \$1,500.00 screen/**\$400.00 set up charge/ \$6.50 SF x 192 SF** - \$3, 148.00
Note: Glass units are oversized and have to be split due to screen manufacturing limitations

Applied 3M Fasara film: quote - \$2,831.26 (substitute)
Note: Film comes in 75' long rolls and can be installed on oversized glass units without seams

Excluding final cleaning and repair of our products damaged by forces other than our own

Questions regarding this quotation should be directed to **612.363.3324**

***CLARIFICATIONS:**

We need a signed agreement and approval of our shop drawings, finish & glass samples before proceeding
Others will provide items not indicated above

ADDENDA:

ACCEPTED BY _____ DATE _____ PHIL CARLSON Philip@midlandglass.com 612.363.3324

THIS PROPOSAL IS SUBJECT TO CHANGE WITHOUT NOTICE UNTIL BOTH PARTIES SIGN FOR CONTRACT

MULCAHY NICKOLAUS

DRYWALL • PLASTER • EIFS • FIREPROOFING

2980 Granada Lane North | Oakdale, MN 55128
 Phone: 651-770-5250 Fax: 651-770-8118
 www.mulcahynickolaus.com

PROPOSED CONTRACT CHANGES

Date: Tuesday, September 21, 2021
To: Sheehy Construction
Attn: Danial Hannover
Address: 360 West Larpenteur Avenue
St. Paul, MN. 55113

Project Name: Justice Page Middle School
Mul-Nic Job # #22033
Mul-Nic PCO # FW007
FWO# Reference _____
Reference Date: 12/29/2022

Description of work ADDED / DELETED:
Patched Existing Plaster which was not in original scope - Per Walk Through

COST SUMMARY:

Labor:			
Plaster:	20	Hours @ \$105.00 / Hour	\$2,100.00
Total Labor Cost			\$2,100.00

Materials and Equipment:			
Mulcahy-Nickolaus owned equipment % of Labor Cost:	5%		\$0.00
Materials:			\$263.00
Equipment Rental:			\$0.00
		<i>Material Subtotal:</i>	\$263.00
		<i>Add % Sales Tax:</i>	\$19.73
Total Material Cost:			\$282.73

General Conditions:			
Per Diem (Travel Pay, Parking):			\$0.00
Delivery Expense:			\$0.00
Total General Conditions Cost:			\$0.00

Overhead & Profit (Material, Equipment and General Conditions Only)			
		<i>Material, Equipment & General Conditions Subtotal</i>	\$282.73
Overhead (figured on material, Equip and GC's only)	10%		\$28.27
Profit (figured on material, Equip and GC's only)	5%		\$15.55
Total material, Equip and GC Cost Plus OH&P			\$326.55
		<i>Bond (if required):</i>	\$0

Grand Total Add /Delete: \$2,427

<i>TOTAL MATERIALS, EQUIPMENT & GENERAL CONDITIONS:</i>	\$327
<i>TOTAL LABOR:</i>	\$2,100

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

Respectfully,

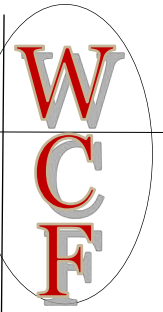
Devin Mulcahy - Estimator / Project Manager

Phone / Main: 651-770-5250 | Cell: 651-528-3071 | Email: devin.mulcahy@mulcahynickolaus.com

Wasche Commercial Finishes, Inc.

Commercial Painting & Wallcovering

21335 Aberdeen Street NE
East Bethel, MN 55011
Office: 763-434-8812
Fax 763-434-8858



CHANGE REQUEST

DATE:	1/16/2023	PROJECT:	MPS Justice Page
TO:	Sheehy	WCF JOB#::	7358
ATTN:	Dan Hannover	SUBMITTED BY:	Jeremy Click

PROPOSED CHANGE:

Pricing related to painting the plaster patching that was directed my the architect and Owner on existing wall.

27 Hrs X \$100.00: \$2,700.00

TOTAL PROPOSED CHANGE AMOUNT: + 270 (10% OHP)
\$2,970.0

0

APPROVED BY: _____ DATE: _____

Wasche Office Use Only:

WCF CR#: _____

Change Status to Approved

GC CO # _____

AIA: Y or N

Not Approv

Master Software and Services Agreement

This MASTER SOFTWARE AND SERVICES AGREEMENT (“Agreement”) is entered into as of the Effective Date by and between Toshiba America Business Solutions, Inc. a California corporation with an address of 25530 Commercentre Drive, Lake Forest, CA 92630 (“TABS”) including its division Toshiba Business Solutions (“TBS”), (collectively or individually TABS and TBS shall be referred to as the “Contractor”) and the Client specified below (“Client”).

1. Definitions.

1.1 “Confidential Information” means, with respect to a party hereto, all information or material which (i) the party identifies in writing as confidential; and (ii) which from all the relevant circumstances should reasonably be assumed to be confidential and proprietary, whether or not marked, designated, or otherwise identified as “confidential” or “proprietary.” Confidential Information of Contractor includes, but is not limited to, the Products and the terms of this Agreement. Neither party shall have any obligation with respect to information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously received by the receiving party without restriction or received by the receiving party from a third party who had a lawful right without restriction to disclose such information; or (iii) is independently developed by the receiving party without reference to Confidential Information.

1.2 “Data Management Services” or “DMS” means the Internet-based transactional application and database services provided by Contractor that are accessible to Client through the Internet for managing business processes and information.

1.3 “Documentation” means the documentation, including any Third Party Materials provided by or on behalf of Contractor with the Product at the time of delivery and any updates that Contractor may, in its discretion, provide from time-to-time. The Documentation will be included in the definition of “Product” under this Agreement and subject to all restrictions and limitations relating to the Product.

1.4 “Licensed Entities” means those Client entities specifically identified in a SOS as licensed to use a Product.

1.5 “SOS,” or “Statement of Services,” “Statement of Work,” of “Statement of Support” as applicable, is defined in Section 2.

1.6 “Product” refers to such Software, Third Party Materials, Subscription Services, and professional Services, including implementation services, consulting and software integration services, outsourced business processing services, and other DMS projects, as each may be licensed by Client under a SOS from time-to-time, including any Documentation.

1.7 “Software” means the object code version of any software that may be licensed by Contractor to Client under a SOS for installation on Client’s systems. To the extent any updates or enhancements are delivered to Client as part of Support, such

updates and enhancements will be deemed included in the definition of “Software.”

1.8 “Subscription Service” means an application or database product hosted by Contractor or its agents, including the DMS, and made available for remote access and use by Client and its Licensed Entities under a SOS.

1.9 “Support” means Contractor’s then current support and maintenance program for the relevant Product, as more fully described in the relevant SOS.

1.10 “Third Party Materials” means software and data licensed or provided by third parties. Applicable third-party license agreements and disclaimers, if any, will be provided with the relevant Products.

2. **SOS.** This is a master agreement under which Client may place an order for one or more Products under a Statement of Services or Statement of Work, as applicable. Each order will be set forth in a written SOS or other form provided by Contractor, which is only effective when signed by both parties. The SOS will (i) specifically reference and is governed by this Agreement and (ii) identify the relevant Product being licensed, the term of license or subscription, and any other relevant terms not otherwise set forth in this Agreement. The form of SOS is attached to and made a part of this Agreement as Schedule A-1 (Statement of Services), Schedule A-2 (Statement of Work), and Schedule A-3 (Statement of Support).

3. **Software License.** This Section applies only in the event Client licenses Software from Contractor pursuant to a SOS. Subject to the terms and conditions of this Agreement and Client’s payment of all relevant fees, Contractor hereby grants to Client a non-exclusive, perpetual, non-transferable (except pursuant to Section 22.1), limited license to use for its internal business purposes the Software at the Licensed Entities. Client may make one copy of the Software for backup and archival purposes.

4. **Subscription Services License.** This Section applies only in the event Client licenses Subscription Services as a Software as a Service (“Subscription Services”) from Contractor pursuant to a SOS. Subject to the terms and conditions of this Agreement and Client’s payment of all relevant fees, Contractor hereby grants to Client a non-exclusive, non-transferable (except as otherwise set forth herein), limited license to access and use for its internal business purposes the Subscription Services in connection with the Licensed Entities. The initial term of the foregoing license will be as set forth in the applicable SOS. Client shall be solely responsible for connection of Client’s systems to a telecommunications service that provides Internet access for purposes of Client’s access and use of the Subscription Services.

5. **Restrictions.** Client may only use the Products as described in the applicable Documentation, including operation of Software only on the hardware and software configurations specified in the SOS or associated Documentation. Client shall ensure the Licensed Entities comply with all applicable terms of this

Agreement. Any breach of this Agreement by any employee or agent of Client shall constitute a breach by Client. Except as expressly authorized by this Agreement, Client will not (and will not allow any third party to): (i) permit any unauthorized user or any third party to access and use the Products; (ii) decompile, disassemble, or reverse engineer the Products; (iii) use the Products or any Contractor Confidential Information to develop a competing product or service; (iv) use or allow others to use any Product for the benefit of any third party; (v) use any Product, or allow the transfer, transmission, export, or re-export of any Product or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency; or (vi) remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of a Product (including any screen displays, etc.) or any other products or materials provided by Contractor hereunder. Under no circumstances, shall Contractor be liable or responsible for any use, or any results obtained by the use, of the Products in conjunction with any other software or third-party products. All such use shall be at Client's sole risk.

6. Availability of Subscription Services. The provisions of this Section apply only to Subscription Services. The Subscription Services will be available for access and use by Client in accordance with the terms set forth in the applicable SOS or Third-Party Materials. To the extent the Subscription Services will be unavailable for access and use by Client an average of at least ninety-five (95%) of the time during each month during the term for such services (the "Availability Requirement"), excluding any period of Permitted Unavailability (as defined below). Client shall provide notice to Contractor of any unavailability for access or use and document such disruption for review by Contractor. "Permitted Unavailability" includes Planned Outages (as defined below) and any unavailability due to causes beyond the reasonable control of Contractor, including, without limitation: any software, hardware, or telecommunication failures; interruption or failure of telecommunication or digital transmission links; Internet slow-downs or failures; failures or default of third party software, vendors, or products; and unavailability resulting from the actions or inactions of Client or a failure of Client's communications link or systems. "Planned Outages" means the period during which Contractor conducts standard systems maintenance. Contractor shall use reasonable efforts to schedule Planned Outages during non-peak hours. In the event Contractor fails to achieve the Availability Requirement, Contractor shall use commercially reasonable efforts to correct the interruption as promptly as practicable. In the event Contractor fails to achieve the Availability Requirement in three consecutive months during the term of this Agreement, Client may terminate this Agreement without further obligation and receive a prorated refund of any pre-paid, unused recurring fees. Such refund shall constitute Client's sole and exclusive remedy and Contractor's sole and exclusive liability for failure to achieve the Availability Requirement.

7. Information Security for Subscription Services. Contractor has developed, implemented, and will maintain effective information security policies and procedures that include administrative, technical and physical safeguards designed to (i) ensure the security and confidentiality of confidential information provided to it, (ii) protect against anticipated threats or hazards to the security or integrity of such confidential information, (iii) protect against unauthorized access or use of such confidential information, (iv) minimize accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of Client Data (as such term is defined in Section 8), and (v) ensure the proper disposal of confidential information. All personnel handling such confidential information have been appropriately trained in the implementation of its information security policies and procedures. Contractor regularly audits and reviews its information security policies and procedures to ensure their continued effectiveness and determine whether adjustments are necessary considering then-current circumstances including, without limitation, changes in technology, its or its vendors', contractors', and licensor's information systems or threats or hazards to confidential information. In the event of unauthorized access to confidential information or non-public personal information, each party shall cooperate with the other party, provide any notices and information regarding such unauthorized access to appropriate law enforcement agencies and government regulatory authorities, and affected individuals which are deemed necessary. Contractor shall promptly report to Client any compromise of security that it becomes aware of regarding Client Data and reasonably cooperate with Client in investigating the compromise. CLIENT ACKNOWLEDGES THAT SECURITY SAFEGUARDS, BY THEIR NATURE, ARE CAPABLE OF CIRCUMVENTION AND THAT CONTRACTOR DOES NOT AND CANNOT GUARANTEE THAT THE SUBSCRIPTION SERVICES, CONTRACTOR'S SYSTEMS, AND THE INFORMATION CONTAINED THEREIN (INCLUDING CONFIDENTIAL INFORMATION) CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. CONTRACTOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS NOR SHALL ANY SUCH UNAUTHORIZED ACCESS CONSTITUTE A BREACH BY CONTRACTOR OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER.

8. Ownership; Client Data.

8.1 Ownership. The Products are licensed, not sold. Except for the limited licenses granted in Sections 3 and 4, Contractor and its licensors reserve all right, title, and interest, express or implied, in and to the Products. Client acknowledges and agrees it shall not use any Confidential Information disclosed by Contractor to Client in connection with this Agreement to contest the validity of any Contractor intellectual property. Any such use of Contractor's information and data shall constitute a material, non-curable breach of this Agreement.

8.2 Client Data. Except for the limited license below, nothing contained in this Agreement shall be construed as granting Contractor any right, title, or interest in or to any Client provided data or other content input into the Products, including Personal Data (as defined in Section 8.3) (the “Client Data”). Client grants Contractor the perpetual, non-exclusive, irrevocable, royalty-free, worldwide, sublicensable right and license to collect, store, use, compile, modify, translate and disclose such Client Data: (i) as stated in Contractor’s Privacy Policy; (ii) as required by law; (iii) in the improvement or other development of Contractor’s product and services, including the Products; (iv) in aggregated form that does not identify Client; and (v) in connection with performing its obligations under this Agreement .

8.3 Personal Data. If Client or its users or any third parties acting on Client’s behalf, access or use a Product to collect, store, process, transmit, by any means any information from which a person (a data subject) can be reasonably identified (“Personal Data”), Client shall ensure that all such activities and use comply with applicable laws and data subject rights. Client shall provide legally adequate privacy notices to the required parties, and obtain all necessary consents from the data subjects of the Personal Data (and parental consents where applicable), including under the Children’s Online Privacy Protection Act (“COPPA”), the General Data Protection Regulation (“GDPR”), the UK General Data Protection Regulation (“UK GDPR”), California Consumer Privacy Act (“CCPA”) and similar laws. Client represents to Contractor that Client has provided all necessary privacy notices, obtained all necessary consents, and possesses lawful grounds to allow Client to access and use the Products in accordance with the terms of this Agreement and applicable laws. Client is responsible for notifying Contractor if any data collected or stored using the Products must be deleted under applicable laws.

8.4 Processing of Personal Data. The storage, processing, and transmission of Client Data is an essential feature of the Products. Client consents to Contractor and its contractors, and affiliates, collecting, storing, processing, and transmitting Client Data and Personal Data included therein. This Agreement incorporates Contractor’s Privacy Policy, as may be updated from time to time.

8.5 Sharing Personal Data. In addition, certain Products may provide the ability to share content with other users and third parties, which may include the ability to share and display information about an individual (e.g., name, email address, username) when such functionality. By choosing to use the applicable Products and sharing functionality, Client consents to the sharing of such information for this purpose.

8.6 Diagnostics and Telemetry Data. Contractor may store diagnostic and telemetry data about the operation of the Products, including performance, usage, configuration, and errors (“Telemetry Data”). Contractor may periodically transmit and receive the Telemetry Data from the Products. Client Data does not include Telemetry Data. Contractor does not access or transmit Client Data as part of the Telemetry Data. Contractor retains all rights, title, and interest to the Telemetry Data.

8.7 Client Data Warranties. Client represents and warrants that it has obtained all rights, consents, and permissions necessary to input the Client Data into the Products and to grant the foregoing rights and licenses to Contractor, and that: (i) Client either owns or has the right to authorize Contractor’s use of Client Data as set forth herein, (ii) the Client Data does not infringe, misappropriate, or otherwise violate any copyright, trademark, patents, trade secrets or other proprietary rights.

9. Registration. Contractor may request certain information in connection with the registration of Products, including contact name, email address, username, or password. By providing this information, Client consents to its collection and use by Contractor in accordance with Contractor’s Privacy Policy, to provide non-promotional communications regarding the Products, including notices related to Client’s account, transactions, update availability, Product recalls, safety concerns, or changes to our policies and terms. Client is responsible for maintaining the confidentiality of its username, password, and account information, and for all activities that occur in connection with Client’s account and or under any username and password or account associated with Client’s account. Client is also responsible for the accuracy of the information provided in connection with Client’s account and any user thereunder, and for keeping such account information up to date. Client assumes all responsibility for any loss, theft, or other destruction of any data resulting from any failure to comply with these obligations.

10. Feedback. Client may provide suggestions, comments, or other feedback (collectively, “Feedback”) to Contractor with respect to its products and services, including the Product. Feedback is voluntary and Contractor is not required to hold it in confidence. Contractor may use Feedback for any purpose without obligation of any kind. Client hereby grants Contractor an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with Contractor’s business, including enhancement of the Product.

11. Support. To the extent purchased by Client, Contractor shall provide the Support described in the applicable SOS for the Product licensed. Support includes periodic releases, and upgrades and updates to the Products as may be made generally available by Contractor to its Clients for no additional charge from time to time. Any new or additional features or functions may be offered separately and may be subject to additional access or license fees, support or maintenance charges, or other fees and costs. Contractor reserves the right to charge separately for any new Products, databases, and functionality that are not generally released to Contractor’s Clients without charge

12. Training. To the extent applicable, Contractor will provide the training services set forth in the SOS. Client shall reimburse Contractor for all expenses and out-of-pocket costs related to onsite training.

13. Term and Renewal. This Agreement shall commence on the Effective Date and, subject to any earlier permitted termination in

accordance with this Agreement, shall remain in effect with respect to each Product until the expiration of both the initial license term set forth for such Product in the applicable SOS relating thereto and any renewal terms therefore as provided in this Section 13. Each SOS will specify an initial term for the license granted with respect to each such Product. Following the initial term, except as otherwise set forth on the SOS, the license term for each Product set forth on the SOS will automatically renew and be extended for additional successive one (1) year periods unless either party provides the other party of notice of its intent not to renew at least thirty (30) days prior to commencement of the next renewal term.

14. Termination.

14.1 Termination for Cause. Either party may terminate this Agreement on written notice to the other party if the other party is in material breach of its obligations hereunder and fails to cure the breach within thirty (30) days of such written notice. In addition, either party may, in its sole discretion, elect to (i) terminate this Agreement on written notice to the other party upon the bankruptcy or insolvency of the other party or upon the commencement of any voluntary or involuntary winding up, or upon the filing of any petition seeking the winding up of the other party, or (ii) terminate any relevant SOSs or this Agreement, as the case may be, as and when permitted by and in accordance with Sections 6, 15.1, or 20.

14.2 Termination for Convenience. Client may terminate any SOS or this Agreement upon sixty (60) days advance written notice to Contractor, without cause if Client pays Contractor a cancellation fee equal to one hundred percent (100%) of the average actual fees charged for the prior four (4) month period, multiplied by the remaining billable months in the then applicable SOS term ("Cancellation Fee"). Client agrees to pay any Cancellation Fee within fifteen (15) days of the effective date of termination. Client acknowledges that such Cancellation Fee is not a penalty, but is intended to be liquidated damages, the actual damages being too difficult to determine in advance. Payment of the Cancellation Fee is the sole remedy for Client's early termination.

14.3 Effect of Termination. Upon any termination or expiration of a SOS or this Agreement, all rights and licenses granted to the Products will automatically terminate and Client shall have no further right to possess, access, or use the Products. Any termination of the Agreement shall terminate all outstanding SOS(s). On Contractor's request, Client shall provide Contractor with a signed written statement confirming that any Software has been permanently removed from Client's systems, if applicable. If termination does not result from a breach of this Agreement by Client, subject to the terms for any Third-Party Materials, Client shall have the limited right for thirty (30) days after such license termination to export or print Client entered information from the Product and not to enter any new information into the Product or use it for any other purpose. Client may, at its option and subject to the terms for any Third-Party Materials, extend the foregoing thirty (30) day period for up to six (6) months at Contractor's then

current transition services rates; all access to the Product during this period shall be read-only. The following Sections shall survive any termination or expiration of this Agreement: 1, 5, 10, 13, 15 (to the extent of fees accrued prior to termination), 17, 19, 21, and 22.

15. Fees.

15.1 In general. Client shall pay Contractor the fees set forth in the applicable SOSs. Following the initial year of the license term set forth in the SOS, Contractor, in its sole discretion, may increase the fees due for a renewal term on sixty (60) days written notice prior to the commencement of the renewal term, which adjustment shall be effective on the commencement of the renewal term. During the initial license term set forth in the SOS, any such annual increase shall not exceed five percent (5%) of the previous applicable annual fee.

15.2 Payment of Invoices. All invoices shall be paid by Client within thirty (30) days of invoice date. Payments not made within such period shall be subject to late charges equal to the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. In the event an invoice remains unpaid thirty (30) or more days from the invoice date, Contractor may, in its discretion, terminate the applicable SOS and suspend access to Subscription Services. Client agrees to pay all court costs, fees, expenses and reasonable attorneys' fees incurred by Contractor in collecting delinquent fees. The applicable SOS may specify certain fees to be paid by electronic funds transfer ("EFT"). Client hereby authorizes Contractor to initiate an EFT from Client's bank account indicated in Schedule B in an amount equal to the fees set forth in the applicable SOS in accordance with the payment terms set forth in the applicable SOS. All payments made by EFT will be paid in immediately available funds.

15.3 Taxes. All taxes, duties, fees and other governmental charges of any kind (including sales and use taxes, but excluding taxes based on the gross revenues or net income of Contractor) that are imposed by or under the authority of any government or any political subdivision thereof on the fees for the Products and Support provided by Contractor under this Agreement, shall be borne solely by Client, unless Client can evidence its tax exemption and shall not be considered a part of a deduction from or an offset against such fees. If Client loses tax exempt status, it shall pay any taxes due as part of any renewal or payment. Client shall promptly notify Contractor if its tax status changes.

15.4 Travel and other Expenses. Client will pay, or reimburse Contractor for, any out-of-pocket expenses, including, without limitation, travel and travel-related expenses, incurred by Contractor at the request of or with the approval of Client in connection with the performance of this Agreement. Reasonable and customary expenses incurred by Contractor, including without limitation expenses incurred for travel, local transportation, lodging and meals, will be billed to Client at Contractor's actual cost.

15.5 **Subpoenas and Other Legal Process.** In the event Contractor is requested or authorized by Client or is required by government regulation, summons, subpoena or other legal process to produce its documents, Client Data, or personnel as witnesses with respect to the Products and other services provided to Client under this Agreement, Client will, so long as Contractor is not the subject of the investigation or proceeding in which the information is sought, reimburse Contractor at its then current standard professional services rates for its time and materials services, as well as the fees and expenses of its counsel, incurred in responding to such requests.

16. **Suspension of Access to Subscription Services.** The provisions of this Section apply only to Subscription Services. Contractor may, in its sole discretion, suspend Client's access to a Subscription Service for any of the following reasons (i) to prevent damages to, or degradation of, the Subscription Service or Contractor's systems; (ii) to comply with any law, regulation, court order, or other governmental request; (iii) to otherwise protect Contractor from potential legal liability; or (iv) in the event an invoice remains unpaid for more than thirty (30) or more days from the invoice date. Contractor shall use reasonable efforts to provide Client with notice prior to or promptly following any suspension of access to a Subscription Service. Contractor will restore access to the Subscription Service as soon as the event giving rise to suspension has been resolved. This Section shall not be construed as imposing any obligation or duty on Contractor to monitor Client's use of the Subscription Service or the data and other content uploaded by Client to the Subscription Service.

17. Confidentiality.

17.1 Each party's Confidential Information shall remain the sole and exclusive property of that party. Each party recognizes the importance of the other's Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical to its respective businesses and that neither party would enter into this Agreement without assurance that the other party will take appropriate steps designed to preserve the confidentiality of such information and the value thereof as provided in this Section 17 and elsewhere in this Agreement. The foregoing and the other terms of this Section 17 are and will remain subject to the disclaimers set forth at the end of Sections 7 and 19. Accordingly, each party agrees as follows:

(a) Each party (i) will treat as confidential and use measures that are reasonable, and at least as protective as those it uses to safeguard the confidentiality of its own Confidential Information (but in no event less than reasonable care), to preserve the confidentiality of any and all Confidential Information that it obtains from the other party and (ii) will use or, subject to the disclaimers in Sections 7 and 19, disclose such Confidential Information solely as permitted under this Agreement;

(b) Each party may disclose the other party's Confidential Information or provide access to the same to its responsible employees and agents who reasonably need to know or access

such information in connection with the fulfillment of its obligations hereunder and may make copies of Confidential Information only to the extent permitted or contemplated under or pursuant to this Agreement; and

(c) To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the receiving party, the receiving party may disclose Confidential Information in accordance with such law or order or requirement, subject to the following conditions: (i) as soon as possible after becoming aware of such law, order or requirement, and (ii) prior to disclosing Confidential Information pursuant thereto, the receiving party will so notify the disclosing party in writing and, if possible, the receiving party will provide the disclosing party notice not less than five (5) business days prior to the required disclosure. The receiving party will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the disclosing party to contest, otherwise oppose or seek to limit such disclosure by the receiving party and any subsequent disclosure or use of Confidential Information that may result from such disclosure. The receiving party will cooperate with and aid the disclosing party regarding such measures. Notwithstanding any such compelled disclosure by the receiving party, such compelled disclosure will not otherwise affect the receiving party's obligations hereunder with respect to Confidential Information so disclosed.

17.2 Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

17.3 On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and, if requested by the disclosing party, certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure regarding Confidential Information are effective as of the Effective Date and will expire three years from the date first disclosed to the receiving party.

18. **Limited Warranty.** Contractor warrants to Client that for a period of sixty (60) days from delivery or initial use by Client, the Product shall operate in substantial conformity with its Documentation. Third Party Materials are subject to the terms set forth in the applicable third-party license agreements and disclaimers, if any, will be provided with the relevant Products. If Client purchases or procures any third-party products or services as part of the Products that are not provided with their own agreement or terms, Contractor shall pass through or assign to the Client the rights Contractor obtains from the manufacturers, vendors or licensors of such products and services (including

warranty and indemnification rights), all to the extent that such rights are assignable. To the extent that such rights are not assignable by Contractor, Contractor agrees that Client may assert or enforce any right Contractor may have to enforce such representations, warranties and covenants, or if such can only be enforced by Contractor under its own name, upon written request by Client, Contractor shall take all reasonable action requested by Client to enforce such representations, warranties and covenants. Notwithstanding the foregoing, Client's sole and exclusive remedy, and Contractor's sole and exclusive liability, for a breach of the foregoing warranties shall be the provision of Support services, replacement of a Product if necessary, or a credit for the pre-paid portion of the applicable fee for the affected Product, as determined in Contractor's sole discretion.

19. Disclaimer of Warranties. EXCEPT AS PROVIDED IN SECTION 18 (LIMITED WARRANTY), THE PRODUCTS, SUPPORT, TRAINING, AND ANY OTHER SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. CONTRACTOR AND ITS VENDORS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE, AND NON-INFRINGEMENT. ALL THIRD-PARTY MATERIALS ARE PROVIDED AS-IS, WITHOUT WARRANTIES OF ANY KIND. CONTRACTOR MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY PRESENT OR FUTURE METHODOLOGY EMPLOYED IN ITS GATHERING OR REPRODUCING OF ANY THIRD-PARTY MATERIAL, OR AS TO THE ACCURACY, CURRENCY OR COMPREHENSIVENESS OF THE SAME. CLIENT EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF PRODUCTS IS AT CLIENT'S SOLE RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONTRACTOR OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF CONTRACTOR'S OBLIGATIONS HEREUNDER. CONTRACTOR IS NOT ENGAGED IN RENDERING LEGAL OR OTHER PROFESSIONAL SERVICE. IF LEGAL OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT. CLIENT ASSUMES ALL RESPONSIBILITY WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OF THE PRODUCTS. CLIENT AGREES THAT THE PRODUCTS ARE NOT INTENDED TO REPLACE CLIENT'S PROFESSIONAL SKILL AND JUDGMENT AND ARE NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY OR OTHER PROFESSIONAL.

THE PRODUCTS MAY BE USED TO ACCESS AND TRANSFER INFORMATION, INCLUDING CONFIDENTIAL

INFORMATION, OVER THE INTERNET. CLIENT ACKNOWLEDGES AND AGREES THAT CONTRACTOR AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED THIRD PARTIES (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CLIENT'S DATA, WEB-SITES, COMPUTERS, OR NETWORKS. CONTRACTOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH ACTIVITIES NOR SHALL ANY SUCH ACTIVITIES CONSTITUTE A BREACH BY CONTRACTOR OF ITS OBLIGATIONS OF CONFIDENTIALITY HEREUNDER.

20. Indemnity. Contractor will indemnify and defend Client from any claim, demand, action, proceeding, judgment, or liability arising out of a claim by a third-party that Client's use of a Product in conformance with the terms of this Agreement infringes a United States patent issued as of the Effective Date or copyright of that third party. The foregoing indemnification obligation of Contractor is contingent upon Client promptly notifying Contractor in writing of such claim, permitting Contractor sole authority to control the defense or settlement of such claim, and providing Contractor reasonable assistance in connection therewith. If a claim of infringement under this Section 20 occurs, or if Contractor determines a claim is likely to occur, Contractor will have the right, in its sole discretion, to either: (i) procure for Client the right or license to continue to use the Product free of the infringement claim; or (ii) modify the Product to make it non-infringing, without loss of material functionality. If either of these remedies is not reasonably available to Contractor, Contractor may, in its sole discretion, immediately terminate the relevant SOS(s) and return the prorated portion of any prepaid, unused fees for future use of the infringing Product. Notwithstanding the foregoing, Contractor shall have no obligation with respect to any claim of infringement that is based upon or arises out of (the "Excluded Claims"): (xi) the use or combination of the Products with any hardware, software, products, data or other materials not provided by Contractor; (xii) modification or alteration of the Products by anyone other than Contractor; (xiii) Client's use of Products in excess of the rights granted in this Agreement; (xiv) any Third Party Materials; (xv) a breach of Client's representations or warranties; (xvi) the negligence or more culpable acts or omissions (including recklessness or willful misconduct) by Client or any third party on behalf of Client; or (xvii) a business method or process that is inherent to Client's business. The provisions of this Section 20 state the sole and exclusive obligations and liability of Contractor and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Products or this Agreement and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed. Client will indemnify and defend Contractor from any claim, demand, action, proceeding, judgment, or liability a third-party claim arising out of (xxi) an Excluded Claim; or (xxii) Contractor's authorized use of the Client Data.

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The foregoing indemnification obligation of Client is contingent upon Contractor promptly notifying Client in writing of such claim, permitting Client sole authority to control the defense or settlement of such claim, and providing Client reasonable assistance in connection therewith.

21. Limitation of Liability and Damages. NEITHER CONTRACTOR NOR ITS VENDORS AND LICENSORS SHALL HAVE ANY LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, THE PRODUCTS, AND ANY SERVICES RENDERED HEREUNDER. THE TOTAL LIABILITY OF CONTRACTOR AND ITS VENDORS AND LICENSORS TO CLIENT OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE PRODUCTS, AND ANY SERVICES RENDERED HEREUNDER FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE HEREUNDER BY CLIENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. SHIPPING TERMS ARE FOB SHIPPING POINT. TOSHIBA IS NOT RESPONSIBLE FOR DAMAGES INCURRED IN CONNECTION WITH THE PACKAGING, SHIPMENT OR DELIVERY OF DOCUMENTS, FILES OR BOXES FROM CLIENT LOCATION TO CONTRACTOR. The allocations of liability in this Section 21 represent the agreed, bargained-for understanding of the parties and Contractor's compensation hereunder reflects such allocations. The limitation of liability and types of damages stated in this Agreement are intended by the parties to apply regardless of the form of lawsuit or claim a party may bring, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided for in this Agreement fails of its essential purpose.

22. General Provisions.

22.1 Assignment. Client may not assign this Agreement without Contractor's prior written authorization, which shall not be unreasonably withheld. Any such permitted assignment, however, shall not increase the scope (including any material change in the size of Client's organization) of the license granted hereunder without payment of Contractor's then-current fees for any increased scope. Any delegation or assignment in violation of the foregoing provisions shall be void and deemed a material breach of this Agreement. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

22.2 Amendment and Waiver. This Agreement may not be modified or amended except by a writing signed by both parties. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any breach of the same or any other provision hereof, and no waiver shall be effective unless made in

writing and signed by an authorized representative of the waiving party.

22.3 Governing Law. This Agreement will be governed by, and construed and interpreted according to, the substantive laws of the State of California. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal courts (if permitted by law and a party elects to file an action in federal court) located in Orange County, California. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each party waives any right it may have to assert the doctrine of forum *non conveniens* or similar doctrine or theory or to object to venue with respect to any proceeding brought in accordance with this Section. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

22.4 Severability. In the event that any provision of this Agreement is held to be illegal, or otherwise unenforceable, such provision will be severed, stricken and replaced with a legal and enforceable provision which most closely reflects the intent of the parties with respect thereto and the remainder of this Agreement shall continue in full force and effect; provided, however, that if the severing and striking of such provision results in a material alteration of this Agreement not able to be appropriately addressed through a replacement provision as contemplated above, the remaining provisions of this Agreement shall be adjusted equitably so that no party benefits disproportionately.

22.5 Entire Agreement; Purpose and Effect of Agreement. This Agreement, together with the SOS(s) and any other exhibits and attachments hereto and thereto, constitutes the entire agreement between the parties regarding its subject matter and supersedes any and all prior or contemporaneous letters, memoranda, representations, discussions, negotiations, understandings and agreements, whether written or oral, with respect to such subject matter, all of the same being merged herein. No other terms and conditions or agreements, including any terms and conditions contained on Client's purchase orders ("Additional Terms") shall be binding on Contractor. All such Additional Terms shall be of no force or effect and shall be deemed rejected by Contractor in their entirety. In the event of a conflict between the body of this Agreement and any SOS, exhibit, or other attachment, the Agreement shall govern.

22.6 Notices. Any notice required or permitted to be given by either party under this Agreement will be made in writing and shall be deemed to have been received upon delivery by hand, by facsimile (followed by delivery of a hard copy thereof within five (5) business days of such facsimile) or via Federal Express, or an equivalent reputable courier service, expense prepaid, addressed

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to the party as set forth on the signature block hereof or to such other address as a party may designate in writing to the other party.

22.7 Relationship of Parties. The parties to this Agreement are independent contractors; there is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.

22.8 Force Majeure. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitation, an act of God, fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers of telecommunications or Internet services, vandals, or hackers (a "force majeure event"), time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence without liability to the other party; provided, however, that Client will not be excused from the payment of any sums of money owed by Client to Contractor. In addition, neither party will have the right to claim damages or to terminate this Agreement because of a force majeure event.

22.9 Limitation on Time to Bring Suit. Any suit, cause of action, claim or demand which either party has against the other party for breach of any provision of this Agreement, or for failure to meet any obligation or indemnity provided in this Agreement, or otherwise arising under the Agreement, must be brought no later than one (1) year from the date it becomes known or should have been known by the asserting party.

22.10 No Third-Party Beneficiaries. Except for Contractor's suppliers and licensors, this Agreement shall not be construed to make Licensed Entities or any other person or entity, a third-party beneficiary hereof.

22.11 Counterparts. This Agreement may be signed in counterparts, all of which upon execution and delivery shall be considered an original and together shall constitute one agreement. Signed facsimile copies of this Agreement will legally bind the parties to the same extent as original documents.

22.12 Export Control. Client agrees that it will not in any form export, re-export, resell, ship, or divert or permit to be exported, re-exported, resold, shipped or diverted, directly or indirectly, any product or technical data or software furnished hereunder, or the direct product of such technical data or software, in violation of the laws, regulations, rules or orders or any jurisdiction, including applicable import and export laws. Client shall indemnify, defend, and hold harmless Contractor from any claim, demand, action, proceeding, judgment, or liability arising out of Client's or its Licensed Entities' breach of this Section.

22.13 Government Restricted Rights. The Products are provided with Restricted Rights. Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software Restricted

Rights at FAR clause 52.227-19 or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 et seq. or its successor. The Products are proprietary data, all rights of which are reserved under the copyright laws of the United States.

[End of Agreement; signature page follows]

IN WITNESS WHEREOF, the parties have caused this Master Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

Client: **Minneapolis Public Schools**
By: _____
Name: _____
Title: _____
Date: _____
Notice Address: _____

With Copy To: _____

Toshiba America Business Solutions, Inc.
By: *Ron Polak*
Name: Ron Polak
Title: Vice President / General Manager
Date: 4/28/23
Notice Address: Toshiba America Business
Solutions, Inc.
25530 Commercentre Drive
Lake Forest, CA 92630

With Copy To: TABS Legal Department
25530 Commercentre Drive
Lake Forest, CA 92630



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

CONTRACT FOR SERVICES – \$25,000 above

This Contract is entered into between Special School District No. 1, “District”, a special school district created and existing under the laws of Minnesota, and Trane U.S., Inc dba Trane “Contractor” (collectively “parties”) to provide chiller start-up, shut down and inspection to MPS chillers in the district

TERM OF CONTRACT

- 1.1 This Contract is effective on 7/1/2023 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 8/31/2027, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 Total Obligation

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed \$786,144. Contractor shall



MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

1250 West Broadway Ave. Minneapolis, MN 55411-2533

Phone: 612.668.0000

www.mpls.k12.mn.us

SRM: 44xxxxxx

Page | 1

not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 Frequency of Invoicing and Terms of Payment

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

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

3.3 Taxes.

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

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

3.4 Fund Availability; Federal Funds Contingency.

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

are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

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

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

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

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

- 7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.
- 7.2 Contractors that provide school-issued devices for student use and directly or indirectly create, receive, or maintain educational data incidental to performing their duties under this Contract shall also sign **Exhibit C** (“Student Data Privacy”). “School-issued devices,” as used herein, refers to hardware or software that is provided to an individual student for that student’s dedicated personal use, and includes devices issued through a one-to-one program.

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

10 INDEPENDENT CONTRACTOR

- 10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding,

worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

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

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

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

13 INSURANCE

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

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILITY

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

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government.

Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

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

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

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

19 RETURN OF DATA

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

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items

available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Plant Maintenance
Attn: Grant Lindberg
1250 W Broadway
Minneapolis, MN 55411
Email: grant.lindberg@mpls.k12.mn.us

CONTRACTOR

Adam Matzek
Phone: 651-468-2022
Address: 775 Vandalia Street, St. Paul, MN 55114
Email: adam.matzel@trane.com

ACKNOWLEDGMENT

- 21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this

Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

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

23 ASSIGNMENT

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

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

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

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and

representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

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

27 SURVIVABILITY

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

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: **Ibrahima Diop**

(Printed)

Title: **Senior Officer of Finance and Operations**

Date: _____

Trane U.S. Inc.

Signature: ^{*} 

Name: **Theodore L. Mutzner**

(Printed)

Title: **Sr. Contract Manager**

Date: April 27, 2023

* NOTE: Subject to the Omnia - Racine County Contract # 3341 and Trane's Terms and Conditions as referenced in Trane Proposal dated 10/26/2022.

Exhibit A:

Deliverables:

See attached scheduled service agreement

Service Outcome:

Chiller start-up, shut down and inspection

Method of Evaluation:

Timely service for chiller start up and shut downs

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

MPS standard terms

[The remainder of this page intentionally left blank.]

EXHIBIT C: STUDENT DATA PRIVACY

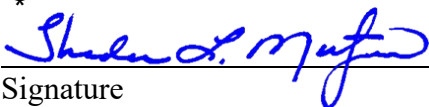
As used in this exhibit, the term “educational data” shall have the meaning ascribed to it under the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. § 13.32 as amended.

1. Contractor acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the services described in this Contract is subject to the requirements of the MGDPA, Minn. Stat. ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall be subject to all civil remedies available under the MGDPA, Minn. Stat. § 13.08 as amended, for any violation of these obligations.
2. No educational data created, received, maintained, or disseminated by Contractor pursuant or incidental to this Contract shall become or be considered property of the Contractor. Any such educational data shall remain the property of the District.
3. If educational data maintained by Contractor pursuant or incidental to performance of this Contract are subject to a breach of security of the data, as that term is defined by the MGDPA, Minn. Stat. § 13.055 as amended, Contractor shall, upon discovering such breach, provide the District with all information necessary for the District to fulfill its obligations under the MGDPA.
4. Contractor shall not sell, share, or disseminate educational data, except as permitted under the MGDPA, Minn. Stat. § 13.32 as amended, or as part of a valid delegation or assignment of this Contract, if the terms of the Contract permit delegation or assignment. Any assignee or delegee must separately execute this Exhibit and is bound by the same terms.
5. Contractor shall not use educational data for any commercial purpose, including but not limited to marketing or advertising to a student or parent.
 - a. The term “commercial purpose,” does not include providing the specific services agreed upon in this Contract.
 - b. Contractor may use deidentified aggregate information for the purpose of improving, maintaining, developing, supporting, or diagnosing the Contractor’s site, service, or operation, as long as all direct and indirect identifiers have been removed from the data prior to use.
6. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only have access to educational data if authorized.

7. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only be authorized to access educational data if such access is necessary to fulfill their official duties in the performance of this Contract.
8. Unless renewal of the Contract is reasonably anticipated, Contractor shall destroy or return all educational data created, received, or maintained pursuant or incidental to the Contract within 90 days of the expiration of this Contract.
9. Contractor shall abide with all the requirements and restrictions of Minn. Stat. § 13.32, as amended, that pertain to or address technology providers. Contractor shall be considered a “technology provider” for purposes of Section 13.32.

BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE TERMS OF THIS EXHIBIT, THAT THESE TERMS ARE PART OF ITS CONTRACT WITH THE DISTRICT, AND THAT IT AGREES TO BE BOUND BY AND ABIDE BY THESE TERMS.

Trane U.S. Inc.

*


 Signature

Theodore L. Mutzner

 Name

Sr. Contract Manager

 Title

April 28, 2023

 Date

* NOTE: Subject to the Omnia - Racine County Contract # 3341 and Trane's Terms and Conditions as referenced in Trane Proposal dated 10/26/2022.

April 27, 2023

Washburn High School, Spec School Dist 1
1250 W Broadway Ave
MINNEAPOLIS, MN 55411

Property: 201 49th St W, Minneapolis, MN 55419
PID Number: 15-02-824-24-0001

Subject: Temporary Construction Easement

Dear Property owner,

The City of Minneapolis will be reconstructing the pedestrian (corner) ramps in your neighborhood. As part of this work, the City is requesting certain property owners abutting the project area sign a temporary construction easement. The easements are necessary because the proposed design requires the sidewalk ramp improvement to be installed at the property/right-of-way line. In order to properly install the improved ADA ramp, it will be necessary to adjust the grade behind the sidewalk on private property to match. This easement is only **temporary**, and is in effect only during the time frame listed. The City will compensate you \$500.00 in exchange for the temporary easement.

The City of Minneapolis is offering compensation to property owners for this easement as stated in the enclosed easement document.

If you agree to the terms of this agreement, please sign, date and return the document, and W-9 to Monti Knazze at my address listed below, by **May 10, 2023.**

If you have any questions related to this easement, please contact Monti Knazze.

Monti Knazze

Monti Knazze, Real Estate Investigator
612-673-2428 – monti.knazze@minneapolismn.gov

Encls 4: Parcel Sketch, Easement, Sketch, W-9

Temporary Construction and Access Easement

Washburn High School, Spec School Dist 1, Grantors, and owners of the parcel of land known as **1250 W Broadway Ave, RE: 201 49th St W, Minneapolis, MN 55419**, (PID 15-02-824-24-0001), (hereafter called "**Subject Property**") Minneapolis, Minnesota, for and in consideration of the work to be done by the City and the agreements hereinafter contained, hereby grant to the City of Minneapolis ("City"), Grantee, for a period of time terminating upon the completion of the **ADA Ramp Construction project**, but no later than December 31, 2025, the right to do certain construction work within a portion of the subject property described as:

As shown in the attached exhibit.

Scope of Work: Grading activities and sod installation to match elevation of proposed sidewalk.

In exchange for the temporary easement rights and all damages, the City shall pay the Grantors the sum of \$500.00 as full and final payment.

The Grantors affirm the ownership and are in possession of the subject property, and have the lawful right and authority to convey and grant this license and permit.

The Grantors hereby grant to the City of Minneapolis, its officers, agents and employees, the right to enter upon the subject property to the extent necessary for the proper performance of said work as deemed necessary or advisable by the City Engineer, in connection with the above Project. This permission is granted on the condition that the City will, in connection with the work to be done on the Grantor's property, restore or replace all items necessarily removed or damaged by the City in the performance of said work.

The Grantors, their successors and assigns, hereby release the City, its officers, agents, and employees, from any and all actions, claims or demands, of any nature whatsoever for any damages to City property and Grantor's adjoining property, including personal property thereon, by reason of such work and improvements so performed by the City, except as are caused by the negligence of the City, its officers, agents and employees.

Date _____

Property Owner

Date _____

City of Minneapolis representative

This document drafted by: City of Minneapolis Transportation Engineering & Design Division 505 4 th Ave S, Room 410A Minneapolis MN 55415

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2023-0029
May 9, 2023

Resolution approving equal treatment in transporting students funding to non-public schools

WHEREAS, Minnesota Statutes Section 123B.84-.87 titled Equal Treatment in Transporting Students (“Statute”), ensures that all students in the State of Minnesota who are required to attend elementary and secondary schools receive equal treatment in transportation to school; and

WHEREAS, the Statute allows the Board of nonpublic schools to either utilize Special School District No. 1 transportation or the nonpublic school may provide its own transportation; and

WHEREAS, Special School District No. 1 receives transportation funding from the State of Minnesota for students residing in the city of Minneapolis; and

WHEREAS, when a nonpublic school elects to provide its own transportation, then Special School District No. 1 must provide ninety-five percent of funding it receives from the State of Minnesota to the nonpublic school and is allowed to hold five percent for administration purposes; and

WHEREAS, three nonpublic schools (DeLaSalle High School, Minnehaha Academy, and Cristo Rey Jesuit School) during the 2022-2023 school year elected to provide their own transportation; and

WHEREAS, the funding owed to the four identified nonpublic school is in the amount as follows:

- DeLaSalle High School
377 students @ \$367.45 = \$138,528.65 less 5% administrative costs = \$131,602.22
- Minnehaha Academy
382 students @ \$367.45 = \$140,365.90 less 5% administrative costs = \$133,347.61
- Cristo Rey Jesuit School
187 students @ \$367.45 = \$68,713.15 less 5% administrative costs = \$65,277.49

WHEREAS, Special School District No. 1 is required by statute to pay the funds to the identified schools.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby providing the Equal Treatment in Transporting Students funding owed to DeLaSalle High School in the amount of \$131,602.22; to Minnehaha Academy in the amount of \$ \$133,347.61; Cristo Rey Jesuit School in the amount of \$65,277,49; for the 2022-2023 transportation of students.

ADOPTED this 9th day of May 2023.

Sharon El-Amin, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2023-0029)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2023-0030
May 9, 2023

Resolution Supporting the 2023-2024 Minnesota GreenCorps Member Host Site Application

WHEREAS, Minneapolis Public Schools has applied to host an AmeriCorps member from the Minnesota GreenCorps, a program of the Minnesota Pollution Control Agency (MPCA), for the 2023-2024 program year; and

WHEREAS, if the MPCA selects Minneapolis Public Schools, the organization is committed to implementing the proposed project as described in the host site application, and in accordance with pre-scoped position description; and

WHEREAS, the MPCA requires that Minneapolis Public Schools enter into a host site agreement with the MPCA that identifies the terms, conditions, roles and responsibilities.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby agrees to enter into and sign a host site agreement with the MPCA to carry out the member activities specified therein and to comply with all of the terms, conditions, and matching provisions of the host site agreement and authorizes and directs the Director of Culinary & Wellness Services to sign the grant agreement on its behalf.

ADOPTED this 9th day of May 2023.

Sharon El-Amin, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2023-0030)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				

**MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2023-0023**

RESOLUTION AMENDING POLICY 3440

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

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

SECTION 1: **AMENDMENT** “Policy 3440: Inventories” of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 3440: Inventories

~~The Board of Education shall require that administration personnel take a physical count of all stock supply and equipment items at least once a year. This inventory shall be properly entered on the stock record accounts for appropriate accounting.~~

1. PURPOSE

The purpose of this policy is to provide for the periodic maintenance as well as ensuring the appropriate recording of inventory of the school district.

2. GENERAL STATEMENT OF POLICY

The policy of the school district is that the entity shall update the inventory at least annually and make any changes necessary to maintain the accuracy of the inventory.

3. DEVELOPMENT OF INVENTORY AND ACCOUNTING SYSTEM

The superintendent or such other school official as designated by the Superintendent or the School Board shall be responsible for the maintenance of an inventory of supplies being stored for future uses of the school district. The accounting system shall be operated in compliance with the applicable provisions of the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).

4. REPORT

The administration shall annually update the stock records of the school district and provide inventory of the School District to the school board reported with the District’s annual audit report.

Original Adoption:

04/25/1967

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

	AYE	NAY	ABSENT	ABSTAIN
Abdi	_____	_____	_____	_____
Beachy	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Emerick	_____	_____	_____	_____
Feerayarre	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____
Norvell	_____	_____	_____	_____

Presiding Officer

Attest

 Sharon El-Amin, Chair, Minneapolis
 Public Schools

 Lori Norvell, Clerk, Minneapolis
 Public Schools

**Special School District Number 1
Board of Education Resolution**



Resolution No. 2023-xxxx

Resolution Regarding the Creation of a Community Work Group on Special Education

WHEREAS, approximately 18% of Minneapolis Public Schools students receive Special Education services; and

WHEREAS, the Individuals with Disabilities Education Act requires that, to the maximum extent appropriate, students with disabilities are educated with non-disabled students; and

WHEREAS students receiving Special Education services in Minneapolis Public Schools are assigned self-contained Federal Setting 3 placements, based on IEP team decisions, at twice the rate of the state average, with Black, Indigenous and students of color disproportionately represented in those placements; and

WHEREAS, disability is a naturally occurring part of human diversity with historical and contemporary cultural considerations, but has not been addressed as a part of MPS's collective strategic, climate, and equity work; and

WHEREAS, Minneapolis Public School students who receive Special Education services have disproportionately poor academic outcomes despite significant instructional investments, and staff vacancies for educators directly serving students receiving Special Education services are more numerous and difficult to fill than other educator vacancies; and

WHEREAS, the School Board is interested in addressing both the disproportionality and the cultural considerations pertaining to students with disabilities in our district and believes it is appropriate to engage a Community Work Group that focuses on examining the root causes of disproportionality, possible solutions to address increasing inclusion, and how to provide Special Education services that sustain cultures of disability.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1 (Minneapolis Public Schools) hereby directs the Interim Superintendent to develop a recommendation for how to form a Community Work Group no later than September 2023, to convene in the fall of 2023 to focus on examining the root causes of disproportionality, possible solutions to address increasing inclusion, and how to provide Special Education services that sustain cultures of disability.

FURTHER BE IT RESOLVED, the recommendation for the Community Work Group shall include membership guidance for stakeholder representation such as the inclusion of students

receiving special education services, parents and caregivers, MPS educators and staff, community and community partners, how the members would be selected, number of members, when and how often the group would meet, how the members would be recognized for the work, the structure for the meetings, and how the group would be supported to develop its charter and work direction, such as what internal or external support is needed and what funding would be needed to support all aspects of the work of the group.

FINALLY BE IT RESOLVED, that the Board’s vision for the work is that it shall strive to be anti-ableist, anti-racist, and culturally and linguistically sustaining, utilizing strategies such as the prioritization of perspectives and leadership of students who receive Special Education services and disabled adults, consulting directly or through study with a racially diverse field of disabled scholars and thought leaders, and ensuring consistent availability of interpretation and translation.

Sharon El-Amin, Chair

Lori Norvell, Clerk

RECORD OF BOARD VOTE (2023-xxxx)				
DIRECTOR	AYE	NAY	ABSTAIN	ABSENT
Abdi				
El-Amin				
Feerayarre				
Cerrillo				
Norvell				
Jourdain				
Beachy				
Ellison				
Emerick				