

Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, December 21, 2010

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. Financial Report

Recommendation: It is recommended that the Duluth School Board approve the Financial Report as presented.

A. Financial Report

The draft of the financial report for the fiscal year ended June 2010 was presented at the December 13, 2010 Business Committee meeting. A representative from Eikill and Schilling was at the Business Committee meeting to present their findings. The final report will be available for the December 21, 2010 board meeting.

1) Preliminary income statements (unaudited) for the month ended October 2010 are attached. 6

B. Approval of Payment of Claims

This item is attached as an "extra" on BoardBook.

C. Budget Revisions 18

D. Wire Transfers 20

E. Investment Transactions 21

F. WADM Projections 22

G. Fund Raisers - None

H. Investments in School Children 23

2. Bids, R.F.P.s and Quotes Reports

A. Bids

1) PLACEHOLDER - for Bids Related to the LRFP

B. R.F.P.s

1) RFP - Superintendent's Search - PLACEHOLDER

Administration expects to forward information for a recommendation prior to the board meeting.

C. Quotes

3. Policies and Regulations

A. Policies

B. Regulations

4. Contracts, Change Orders, and Leases

A. Contracts

1) Club Z - In Home Tutoring 24

Attached is a contract with Club Z - In Home Tutoring to provide tutoring services to District students as part of the No Child Left Behind

program. The contract is for approximately \$60,000.00 for the 2010-11 school year.

Recommendation: It is recommended that the Duluth School Board approve the contract with Club Z-In Home Tutoring for approximately \$60,000.00 for the 2010-11 school year.

2) Tutorial Services 32

Attached is a contract with Tutorial Services to provide tutoring services to District students as part of the No Child Left Behind program. The contract is for approximately \$50,000.00 for the 2010-11 school year.

Recommendation: It is recommended that the Duluth School Board approve the contract with Tutorial Services in the amount of \$50,000.00 for the 2010-11 school year.

3) Tutorco LLC 39

Attached is a contract with Tutorco LLC to provide tutoring services to District students as part of the No Child Left Behind program. The contract is for approximately \$30,000.00 for the 2010-11 school year.

Recommendation: It is recommended that the Duluth School Board approve the contract with Tutorco LLC in the amount of \$30,000.00 for the 2010-11 school year.

4) Sylvan Learning - Northern Minnesota 46

Attached is a contract with Sylvan Learning Northern Minnesota to provide supplemental educational services to District students as part of the No Child Left Behind program. The contract is for approximately \$60,000.00 for the 2010-11 school year.

Recommendation: It is recommended that the Duluth School Board approve the contract with Sylvan Learning-Northern Minnesota in the amount of \$60,000.00 for the 2010-11 school year.

5) ATS Project Success 54

Attached is a contract with ATS Project Success to provide supplemental learning services to District students as part of the No Child Left Behind program. The contract is for approximately \$220,000.00 for the 2010-11 school year.

Recommendation: It is recommended that the Duluth School Board approve the contract with ATS Project Success in the amount of \$220,000.00 for the 2010-11 school year.

B. Change Orders

1) Denfeld High School 62

a. Denfeld High School LRFP – CIP Concrete/Foundations/Walks Change Order #10, Bid #1155, Contract #0331 – Northland Concrete and Masonry Company, LLC. Change Order decrease due to a deduct in quantity of sidewalk at the passenger loading area **Deduct:**

\$3,004.00

b. Denfeld High School LRFP – Asbestos Abatement Phase 2
Change Order #4, Bid 1197 – Northern Environmental Services.
Change Order increase for removal of ACM on pipes and floor tiles,
removal of ACM tar from bricks, clean up ACM TSI debris and
contaminated rubble and cut and wrap ACM TSI in the janitor’s closet
Add: \$39,815.00

c. Denfeld High School LRFP – Asbestos Abatement Phase 2
Change Order #5, Bid 1197 – Northern Environmental Services.
Change Order increase for removal of concrete flooring and ACM TSI
on pipes in the floor for the North bathroom pipe chases **Add:**
\$6,800.00

Recommendation: It is recommended the School Board approve the change orders as listed above at Denfeld High School, reflecting a total increase of \$43,611.00, which remains within the budgeted amount at this site.

2) Eastern (Ordean) High School**68**

Eastern High School LRFP – Footings, Foundations and Retaining Walls

Change Order #10, Bid 1168, Bid Package #3 (Contract #0331) – Northland Concrete and Masonry Company, LLC. Change Order increase to infill openings in area B and add 4” to the tank wall in the boiler room **Add: \$3,760.00**

Recommendation: It is recommended the School Board approve the change order as listed above pertaining to Bid 1168, BP #3 at the Eastern (Ordean) High School, reflecting a total increase of \$3,760.00, which remains within the budgeted amount at this site.

3) East Middle School**70**

a. East Middle School LRFP – Wardrobe Lockers
Change Order #3, Bid 1165, WS #24 – JF Equipment, LLC. Change Order decrease for revised locker layout **Deduct: \$485.00**

b. East Middle School LRFP – Excavation/Site Earthwork
Change Order #7, Bid 1165, WS #31 – Arnt Construction Company, Inc. Change Order increase for overtime work to complete the 1966 classroom remodel addition and pool foundations and structure **Add:**
\$10,809.00

c. East Middle School LRFP – Excavation/Site Earthwork
Change Order #8, Bid 1165, WS #31 – Arnt Construction Company, Inc. Change Order increase for playground equipment revisions and rebar, provide rock excavation for the sewer line, back charge for Northland Concrete and Masonry to pump water at the foundation and

remove and replace subcut material **Add: \$11,612.00**

d. East Middle School LRFP – Excavation/Site Earthwork
Change Order #9, Bid 1165, WS #31 – Arnt Construction Company,
Inc. Change Order decrease to back charge for Mavo to clean the
water/silt intrusion from the boiler rooms, air handler room and tunnel
Deduct: \$5,469.00

e. East Middle School LRFP – Asbestos Abatement, Phase 2
Change Order #4, Bid 1195 – ACCT, Inc. Change Order increase to
abate fan room elbow insulation, abate elbow insulation above the drop
ceilings, pressure wash foundation tar and re-clean and encapsulate
containments due to demolition dust **Add: \$7,366.00**

Recommendation: It is recommended the School Board approve the change orders
as listed above at East Middle School, reflecting a total increase of \$23,833.00,
which remains within the budgeted amount at this site.

4) **Piedmont Elementary School** **80**

Piedmont School LRFP – Demolition, Earthwork and Site Utilities
Change Order #6, Bid 1183, WS #33 – Northland Constructors of
Duluth, LLC. Change Order increase to increase the height of the
retaining wall by four vertical feet **Add: \$12,600.00**

Recommendation: It is recommended the School Board approve the change order as
listed above pertaining to Bid 1183, WS #33 at Piedmont School, reflecting a total
increase of \$12,600.00, which remains within the budgeted amount at this site.

5) PLACEHOLDER - for Change Orders Related to the LRFP

C. Leases

5. **Resolutions**

A. Resolution B-12-10-2839 Certified Tax Levy 2010 Payable 2011 **82**

Recommendation: It is recommended that the Duluth School Board approve Resolution
B-12-10-2839 Certified Tax Levy 2010 Payable 2011.

B. Resolution B-12-10-2840 2011 Legislative Platform **86**

The 2011 Legislative Platform will be discussed at the December 13th
Business Committee meeting.

Recommendation: It is recommended that the Duluth School Board postpone approval
of Resolution B-12-10-2840 2011 Legislative Platform until the January 2011 Regular
School Board meeting.

C. PLACEHOLDER - Resolutions authorizing the purchase of properties relating to the
Long-range Facilities Plan and relocation expenses that apply to these properties

D. PLACEHOLDER - Resolutions for Schematic Designs related to the LRFP

6. **Informational**

The items listed below are informational only and do not require board action.

A. Expenditure Contracts **87**

Superintendent Dixon or the Director of Business Services has signed the following expenditure contracts during the month of November 2010.

B. Revenue Contracts-None

C. Other Contracts - None

D. Facilities Management & Capital Project Status Report 135

Kerry Leider will be in attendance to answer questions regarding the enclosed report.

E. Johnson Controls, Inc. Long-Range Facilities Plan Status Report 152

Kerry Leider will be present to answer questions regarding the attached report.

F. Change Orders Relating to the Long Range Facilities Plan 173

Kerry Leider will be in attendance to answer questions regarding the enclosed report.

G. Contracts Signed in Relation to the Long Range Facilities Plan 181

Kerry Leider will be in attendance to answer questions regarding the attached report.

7. **Future Items**

A. Actuarial Review

B. Improve Operational Efficiency Budget Consideration Update

C. Development of FY12 Budget

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2011	FY2010	\$ Variance	% Variance	FY2011	FY2010	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$20,387	\$20,562
Tuition, Fees, Admissions	135	313	(178)	(56.7)	520	727	(207)	(28.5)	3,116	3,150
Other Local Revenues	146	183	(37)	(20.5)	781	492	289	58.8	5,936	6,619
State Sources	6,867	3,608	3,259	90.3	33,427	22,288	11,139	50.0	82,377	82,814
Federal Aids from CFL	626	2,016	(1,390)	(68.9)	2,802	2,683	119	4.4	9,568	12,181
Federal Direct Aids	541	400	141	35.2	1,892	1,338	554	41.4	3,116	3,821
Local Sales	131	139	(8)	(5.6)	149	148	1	0.7	1,711	1,711
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	9,337	9,337
Total Revenues	8,447	6,659	1,788	26.8	39,571	27,676	11,895	43.0	135,548	140,195
<u>Expenditures</u>										
Salaries	7,589	7,767	178	2.3	12,466	12,290	(176)	(1.4)	61,178	62,691
Benefits	3,027	3,235	208	6.4	6,684	6,856	172	2.5	28,488	29,020
Purchased Services	1,078	1,391	313	22.5	2,458	3,069	611	19.9	11,238	11,957
Supplies & Materials	651	328	(323)	(98.4)	1,364	819	(545)	(66.6)	4,612	5,287
Chargebacks	1	(10)	(11)	(112.2)	2	1	(1)	(53.3)	(89)	(118)
Capital Expenditures	10,579	2,696	(7,883)	(292.4)	33,247	15,434	(17,813)	(115.4)	83,686	83,633
Debt Service	0	0	0	N/A	5,359	3,926	(1,433)	(36.5)	16,215	16,215
Other	3	91	88	96.9	574	1,189	615	51.7	5,686	8,250
Total Expenditures	22,927	15,498	(7,429)	(47.9)	62,155	43,584	(18,571)	(42.6)	211,015	216,936
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(14,480)	(\$8,839)	(5,641)	(63.8)	(22,585)	(\$15,908)	(6,677)	(42.0)	(\$75,467)	(\$76,741)

DULUTH PUBLIC SCHOOLS - ISD 709
 October 10
 General Fund **TOTAL**

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

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	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2011	FY2010	\$ Variance	% Variance	FY2011	FY2010	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$7,497	\$7,497
Tuition, Fees, Admissions	48	240	(192)	(79.9)	191	437	(246)	(56.3)	1,339	1,341
Other Local Revenues	52	96	(44)	(45.8)	369	112	257	229.8	580	936
State Sources	6,062	3,157	2,905	92.0	29,433	19,438	9,995	51.4	72,048	72,455
Federal Aids from CFL	470	1,945	(1,475)	(75.8)	2,343	2,136	207	9.7	6,638	8,885
Federal Direct Aids	0	15	(15)	(100.0)	6	36	(30)	(82.5)	147	147
Local Sales	0	0	0	N/A	6	0	6	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	6,632	5,453	1,179	21.6	32,349	22,159	10,190	46.0	88,249	91,262
<u>Expenditures</u>										
Salaries	6,644	6,768	124	1.8	10,542	10,348	(194)	(1.9)	53,557	54,635
Benefits	2,645	2,813	168	6.0	5,842	5,965	123	2.1	25,045	25,435
Purchased Services	557	510	(47)	(9.3)	1,420	1,465	45	3.1	6,681	6,774
Supplies & Materials	115	134	19	14.4	379	452	73	16.1	1,242	1,821
Chargebacks	(0)	0	0	N/A	(1)	(2)	(1)	(64.9)	(393)	(417)
Capital Expenditures	30	13	(17)	(129.8)	151	105	(46)	(44.2)	719	914
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	41	41	99.0	278	243	(35)	(14.5)	1,697	3,259
Total Expenditures	9,991	10,279	288	2.8	18,612	18,576	(36)	(0.2)	88,549	92,420
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A		
Operating Excess (Deficit)	(\$3,359)	(\$4,826)	1,467	30.4	\$13,737	\$3,583	\$10,154	283.4	(\$300)	(\$1,159)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2011	FY2010	\$ Variance	% Variance	FY2011	FY2010	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$6,836	\$6,836
Tuition, Fees, Admissions	33	203	(170)	(83.6)	119	232	(113)	(48.6)	969	969
Other Local Revenues	31	72	(41)	(56.3)	21	48	(27)	(56.3)	449	451
State Sources	5,974	3,153	2,821	89.5	28,424	18,752	9,672	51.6	67,011	67,011
Federal Aids from CFL	0	655	(655)	(100.0)	282	655	(373)	(57.0)	600	656
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	6	0	6	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	6,038	4,083	1,955	47.9	28,851	19,687	9,164	46.5	75,865	75,923
<u>Expenditures</u>										
Salaries	5,701	5,742	41	0.7	8,782	8,654	(128)	(1.5)	46,232	46,291
Benefits	2,258	2,360	102	4.3	5,069	5,182	113	2.2	21,830	21,852
Purchased Services	497	434	(63)	(14.6)	1,219	1,285	66	5.1	5,651	5,676
Supplies & Materials	75	100	25	25.0	252	340	88	25.9	991	1,157
Chargebacks	(1)	(4)	(3)	(67.0)	(2)	(6)	(4)	(71.3)	(467)	(447)
Capital Expenditures	3	1	(2)	(184.3)	35	37	2	5.6	689	604
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	(2)	(1)	1	118.3	199	36	(163)	(453.5)	1,239	1,859
Total Expenditures	8,530	8,632	102	1.2	15,554	15,528	(26)	(0.2)	76,165	76,993
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$2,492)	(\$4,549)	2,057	45.2	\$13,297	\$4,159	\$9,138	219.7	(\$300)	(\$1,070)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2011	FY2010	\$ Variance	% Variance	FY2011	FY2010	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$661	\$661
Tuition, Fees, Admissions	15	37	(22)	(60.1)	72	205	(133)	(65.0)	370	372
Other Local Revenues	21	24	(3)	(14.1)	348	64	284	444.4	130	485
State Sources	89	4	85	2,113.5	1,010	686	324	47.2	5,037	5,445
Federal Aids from CFL	470	1,290	(820)	(63.6)	2,062	1,481	581	39.2	6,038	8,229
Federal Direct Aids	0	15	(15)	(100.0)	6	36	(30)	(82.5)	147	147
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	594	1,370	(776)	(56.7)	3,498	2,472	1,026	41.5	12,383	15,339
<u>Expenditures</u>										
Salaries	943	1,026	83	8.1	1,760	1,694	(66)	(3.9)	7,325	8,344
Benefits	387	453	66	14.5	773	783	10	1.3	3,215	3,583
Purchased Services	60	76	16	21.0	201	180	(21)	(11.5)	1,030	1,097
Supplies & Materials	40	34	(6)	(16.5)	128	112	(16)	(13.9)	251	664
Chargebacks	1	4	3	74.4	1	4	3	74.4	74	29
Capital Expenditures	27	12	(15)	(125.3)	116	68	(48)	(71.2)	31	311
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	3	42	39	93.8	79	207	128	61.8	458	1,400
Total Expenditures	1,461	1,647	186	11.3	3,058	3,048	(10)	(0.3)	12,383	15,427
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$867)	(277)	(590)	(213.1)	\$440	(\$576)	\$1,016	176.4	\$0	(\$89)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2011	FY2010	\$ Variance	% Variance	FY2011	FY2010	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	3	0	3	N/A	4	14
State Sources	5	4	1	36.6	7	7	(0)	(2.7)	148	148
Federal Aids from CFL	147	25	122	486.7	279	251	28	11.3	1,891	1,891
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	131	139	(8)	(5.6)	143	147	(4)	(2.4)	1,177	1,177
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	283	168	115	68.7	433	405	28	6.8	3,220	3,230
<u>Expenditures</u>										
Salaries	128	132	4	3.2	188	186	(2)	(1.1)	958	958
Benefits	56	70	14	19.5	85	98	13	13.6	459	459
Purchased Services	6	8	2	22.1	16	18	2	11.7	103	111
Supplies & Materials	162	152	(10)	(6.4)	212	198	(14)	(6.9)	1,565	1,561
Chargebacks	0	0	(0)	N/A	0	1	1	52.5	106	106
Capital Expenditures	0	0	0	N/A	2	81	79	97.3	1	5
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	(1)	0	1	N/A	(1)	(1)	0	27.9	28	30
Total Expenditures	351	362	11	3.1	502	581	79	13.7	3,220	3,230
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$68)	(\$194)	\$126	65.2	(\$69)	(\$176)	\$107	60.8	(\$0)	(\$0)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2011	FY2010	\$ Variance	% Variance	FY2011	FY2010	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	(0)	(100.0)	0	0
Other Local Revenues	0	0	0	N/A	19	0	19	N/A	0	5
State Sources	323	171	152	88.8	1,387	888	499	56.2	4,572	4,572
Federal Aids from CFL	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	323	171	152	88.8	1,406	888	518	58.3	4,572	4,577
<u>Expenditures</u>										
Salaries	145	148	3	2.2	262	257	(5)	(1.8)	1,016	1,016
Benefits	102	109	7	6.6	156	180	24	13.4	650	650
Purchased Services	444	443	(1)	(0.3)	549	552	3	0.5	2,995	2,995
Supplies & Materials	22	15	(7)	(47.5)	54	40	(14)	(34.0)	271	277
Chargebacks	1	0	(1)	N/A	1	0	(1)	N/A	1	1
Capital Expenditures	0	82	82	100.0	86	159	73	45.8	90	90
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	(0)	0	0	N/A	0	0	(0)	N/A	0	0
Total Expenditures	713	797	84	10.5	1,107	1,188	81	6.8	5,023	5,029
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$390)	(\$626)	\$236	37.7	\$299	(\$300)	\$599	199.6	(\$452)	(\$452)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2011	FY2010	\$ Variance	% Variance	FY2011	FY2010	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$1,045	\$1,052
Tuition, Fees, Admissions	87	73	14	19.6	329	290	39	13.4	1,049	1,081
Other Local Revenues	61	18	43	241.1	307	262	45	17.0	443	740
State Sources	295	37	258	698.1	990	770	220	28.6	1,895	1,923
Federal Aids from CFL	10	46	(36)	(78.3)	179	296	(117)	(39.5)	1,039	1,405
Federal Direct Aids	541	385	156	40.5	1,304	1,302	2	0.1	1,804	2,510
Local Sales	0	0	0	N/A	0	1	(1)	(100.0)	0	
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	995	559	436	78.0	3,108	2,921	187	6.4	7,275	8,711
<u>Expenditures</u>										
Salaries	546	600	54	9.0	1,123	1,150	27	2.4	4,501	4,936
Benefits	178	205	27	13.3	437	458	21	4.6	1,690	1,832
Purchased Services	46	123	77	62.5	347	423	76	18.0	372	812
Supplies & Materials	20	21	1	2.9	76	77	1	1.0	262	326
Chargebacks	1	0	(1)	N/A	1	1	(0)	(2.3)	197	193
Capital Expenditures	0	0	0	N/A	29	9	(20)	(217.7)	10	38
Debt Service	0	0	0	N/A	0	0	0	N/A	0	
Other	4	1	(3)	(303.6)	7	4	(3)	(73.0)	212	540
Total Expenditures	795	950	155	16.3	2,019	2,122	103	4.8	7,243	8,678
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A		
Operating Excess (Deficit)	\$200	(\$391)	\$591	151.1	\$1,089	\$799	\$290	36.3	\$33	\$33

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2011	FY2010	\$ Variance	% Variance	FY2011	FY2010	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$1,518	\$1,518
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	50	50
Other Local Revenues	32	69	(37)	(53.5)	83	118	(35)	(30.0)	216	231
State Sources	74	41	33	80.0	289	190	99	52.2	731	731
Federal Aids from CFL	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	4,774	4,774
Total Revenues	106	110	(4)	(3.7)	372	308	64	20.7	7,289	7,304
<u>Expenditures</u>										
Salaries	116	108	(8)	(7.3)	326	318	(8)	(2.4)	1,067	1,067
Benefits	42	35	(7)	(20.2)	152	143	(9)	(6.6)	409	409
Purchased Services	8	18	10	55.5	84	289	205	71.0	255	254
Supplies & Materials	328	5	(323)	(6,460.6)	639	48	(591)	(1,230.6)	710	690
Chargebacks	0	0	0	N/A	0	1	1	100.0	0	0
Capital Expenditures	0	7	7	100.0	1,717	213	(1,504)	(706.0)	2,467	2,618
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	34	34	100.0	0	892	892	100.0	3,716	4,016
Total Expenditures	494	207	(287)	(138.7)	2,917	1,904	(1,013)	(53.2)	8,622	9,053
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$388)	(\$97)	(\$291)	(300.1)	(\$2,545)	(\$1,596)	(\$949)	(59.5)	(\$1,334)	(\$1,749)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2011	FY2010	\$ Variance	% Variance	FY2011	FY2010	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$168
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	4,150	4,150
State Sources	59	47	12	24.5	163	139	24	17.3	168	168
Federal Aids from CFL	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	59	47	12	24.5	163	139	24	17.5	4,318	4,487
<u>Expenditures</u>										
Salaries	11	11	0	1.5	26	31	5	17.0	79	79
Benefits	3	3	(0)	(14.0)	13	12	(1)	(6.0)	35	35
Purchased Services	16	289	273	94.5	43	322	279	86.7	0	178
Supplies & Materials	4	1	(3)	(276.3)	5	4	(1)	(23.3)	0	50
Chargebacks	0	0	(0)	N/A	0	0	(0)	N/A	0	0
Capital Expenditures	10,549	2,584	(7,965)	(308.2)	31,262	14,857	(16,405)	(110.4)	80,399	79,967
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	15	15	100.0	290	51	(239)	(469.5)	0	372
Total Expenditures	10,583	2,903	(7,680)	(264.6)	31,639	15,277	(16,362)	(107.1)	80,512	80,681
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$10,524)	(\$2,856)	(\$7,668)	(268.5)	(\$31,476)	(\$15,138)	(\$16,338)	(107.9)	(\$76,194)	(\$76,195)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2011	FY2010	\$ Variance	% Variance	FY2011	FY2010	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$10,328	\$10,328
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	0	0
State Sources	49	151	(102)	(67.3)	1,158	856	302	35.2	2,816	2,816
Federal Aids from CFL	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	582	0	582	N/A	1,164	1,164
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	4,563	4,563
Total Revenues	49	151	(102)	(67.3)	1,740	856	884	103.2	18,872	18,872
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	0	0
Purchased Services	0	0	0	N/A	0	0	0	N/A	0	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	5,359	3,926	(1,433)	(36.5)	16,215	16,215
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	0	0	0	N/A	5,359	3,926	(1,433)	(36.5)	16,215	16,215
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$49	\$151	(\$102)	(67.3)	(\$3,620)	(\$3,070)	(\$550)	(17.9)	\$2,656	\$2,656

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2011	FY2010	\$ Variance	% Variance	FY2011	FY2010	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	325	325
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from CFL	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	0	0	0	N/A	0	0	0	N/A	325	325
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	200	200
Purchased Services	0	0	0	N/A	0	0	0	N/A	0	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	(10)	(10)	(100.0)	0	0	0	N/A	0	0
Capital Expenditures	0	10	10	100.0	0	10	10	100.0	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	0	0	0	N/A	0	10	10	100.0	200	200
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	\$0	\$0	N/A	\$0	(\$10)	\$10	100.0	\$125	\$125

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2011	FY2010	\$ Variance	% Variance	FY2011	FY2010	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	677	677
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	217	217
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from CFL	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	534	534
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	0	0	0	N/A	0	0	0	N/A	1,429	1,429
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	0	0
Purchased Services	0	0	0	N/A	0	0	0	N/A	833	833
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	562	562
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	34	34
Total Expenditures	0	0	0	N/A	0	0	0	N/A	1,429	1,429
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0

Duluth Public Schools
Budget Revisions Fiscal Year Ending June 30, 2011
Period Ending October 31, 2010

Revenues	General-U	General-R	Food Service	Transport	Community Services	Capital Expenditure	Building Construction	Debt Service	Trust	Student Activities	Total
Revised Budget 09/30/10	\$75,921,440	\$14,005,282	\$3,230,000	\$4,577,019	\$8,071,723	\$7,288,778	\$4,486,514	\$18,871,636	\$325,000	\$1,428,887	\$138,206,279
Various stipends	1,701										1,701
Lowell Earthday grant						15,000					15,000
Lakewood Montesory Grant					10,000						10,000
Safe Schools/Healthy carryover					593,011						593,011
Early childhood mental health grant					36,000						36,000
Music rental carryover		7,751									7,751
Americirp reading coach		2,167									2,167
Title I ARRA funds		1,317,876									1,317,876
Perpich grant		5,500									5,500
											-
											-
											-
											-
											-
											-
											-
											-
											-
											-
											-
											-
											-
											-
											-
											-
											-
Revised Budget, 10/31/10	\$75,923,142	\$15,338,575	\$3,230,000	\$4,577,019	\$8,710,734	\$7,303,778	\$4,486,514	\$18,871,636	\$325,000	\$1,428,887	\$140,195,286

Duluth Public Schools
Budget Revisions Fiscal Year Ending June 30, 2011
Period Ending October 31, 2010

Expenditures	<u>General-U</u>	<u>General-R</u>	<u>Food Service</u>	<u>Transport</u>	<u>Community Services</u>	<u>Capital Expenditure</u>	<u>Building Construction</u>	<u>Debt Service</u>	<u>Trust</u>	<u>Student Activities</u>	<u>Total</u>
Revised Budget 09/30/10	\$76,306,751	\$14,005,282	\$3,230,000	\$5,028,878	\$8,039,193	\$8,622,420	\$80,680,905	\$16,215,415	\$200,000	\$1,428,887	\$213,757,731
Various stipends	1,701										1,701
Lowell Earthday grant						15,000					15,000
Lakewood Montesory Grant					10,000						10,000
Safe Schools/Healthy carryover					593,011						593,011
Early childhood mental health grant					36,000						36,000
Music rental carryover		7,751									7,751
Americirp reading coach		2,167									2,167
Title I ARRA funds		1,317,876									1,317,876
Perpich grant		5,500									5,500
Comped Allocated carryover		88,891									88,891
School operations carryover	314,558					415,867					730,425
Staff development carryover	369,616										369,616
											-
											-
											-
											-
											-
											-
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											-
											-
Revised Budget, 10/31/10	\$76,992,627	\$15,427,466	\$3,230,000	\$5,028,878	\$8,678,204	\$9,053,287	\$80,680,905	\$16,215,415	\$200,000	\$1,428,887	\$216,935,670
Operating Transfers	0				0						\$0
Net	(\$1,069,485)	(\$88,891)	\$0	(\$451,859)	\$32,530	(\$1,749,509)	(\$76,194,391)	\$2,656,221	\$125,000	\$0	(\$76,740,384)

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
 Period Ending 10/31/2010

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
10/01/2010	V106466	CITISTREET FOR MSRS	42,024.45
10/01/2010	V79764	DULUTH FEDERATION OF TEA	23,622.23
10/01/2010	V79766	DULUTH TEACHERS CREDIT	1,527,767.98
10/01/2010	V79711	DULUTH TEACHERS RETIRE	198,307.49
10/01/2010	V106637	EBC - FLEX EFT	21,610.54
10/01/2010	V106635	EBC - HRA EFT	128,748.14
10/01/2010	V106636	EBC - TSA EFT	98,458.41
10/01/2010	V79771	EDUCATION MN CLERICAL	1,577.78
10/01/2010	V05173	MN CHILD SUPPORT EFT	2,372.17
10/01/2010	V79708	PUBLIC EMPLOYEES RETIREMENT	85,117.36
10/04/2010	V102915	FEDERAL 941 PR TAXES	576,508.79
10/04/2010	V102916	MN STATE PR TAXES	97,601.08
10/15/2010	V106466	CITISTREET FOR MSRS	33,036.99
10/15/2010	V79764	DULUTH FEDERATION OF TEA	23,782.54
10/15/2010	V79766	DULUTH TEACHERS CREDIT	1,579,755.50
10/15/2010	V79711	DULUTH TEACHERS RETIRE	197,759.77
10/15/2010	V106637	EBC - FLEX EFT	21,810.52
10/15/2010	V106635	EBC - HRA EFT	121,482.07
10/15/2010	V106636	EBC - TSA EFT	96,275.32
10/15/2010	V79771	EDUCATION MN CLERICAL	1,545.38
10/15/2010	V05173	MN CHILD SUPPORT EFT	2,445.32
10/15/2010	V79708	PUBLIC EMPLOYEES RETIREMENT	89,271.06
10/18/2010	V102915	FEDERAL 941 PR TAXES	583,402.18
10/18/2010	V102916	MN STATE PR TAXES	99,574.79
10/28/2010	V80030	DELTA DENTAL PLAN OF MN(EFT)	54,079.63
10/28/2010	V106635	EBC - HRA EFT	24,072.75
10/28/2010	V104923	HARRIS BANK	14,373.47
10/28/2010	V100499	MN DEPT OF REVENUE EFT	567.00
10/29/2010	V106466	CITISTREET FOR MSRS	17,029.70
10/29/2010	V79764	DULUTH FEDERATION OF TEA	23,835.50
10/29/2010	V79766	DULUTH TEACHERS CREDIT	1,773,149.59
10/29/2010	V79711	DULUTH TEACHERS RETIRE	198,365.68
10/29/2010	V106637	EBC - FLEX EFT	200.00
10/29/2010	V106635	EBC - HRA EFT	36,441.43
10/29/2010	V106636	EBC - TSA EFT	3,279.14
10/29/2010	V79771	EDUCATION MN CLERICAL	1,535.93
10/29/2010	V05173	MN CHILD SUPPORT EFT	2,445.32
10/29/2010	V79708	PUBLIC EMPLOYEES RETIREMENT	89,817.21
			7,893,050.21

**ISD 709 – Duluth Public Schools
Investment Activity for FY 2011
As of October 31, 2010**

Beginning Investment Balance (September 30, 2010): \$ **2,954,965.76**

Add Purchases:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>
None				

Total Purchases \$ **0.00**

Deduct Maturities/Calls/Sales:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>
10/06	Community South B&T (SC)	MBS	10/06/10	1.95%

\$ 98,000.00

Total Maturities \$ **98,000.00**

Other items:

Add:	Money Market Funds Interest	\$	141.13
	Market Value Adjustment		0.00
	Other Interest		0.00
Deduct:	Transaction Fees		0.00
	Beginning Value Adjustment		0.00

Total Other \$ **141.13**

Ending Investment Balance (October 31, 2010) \$ **2,857,106.89**

Note: Ending Investment Balance as of October 31, 2009 was \$ 6,100,700.16

Duluth Public Schools-ISD 709
WADM Projection Report - FY 2011
December 2010

Grade Levels	December Enrollment	Progression to ADM	Projected ADM	PUW	Projected WADM	EOY 09-10 WADM
KG	633	0.976614248	622.20	0.612	380.78	358.57
HK	98	1.030811734	101.02	1.000	101.02	87.95
Gr 1-3	1910	0.993150648	1898.92	1.115	2117.29	2184.18
Gr 4-6	1827	0.981646984	1810.47	1.060	1919.10	1966.05
Gr 7-8	1194	0.973821263	1168.74	1.300	1519.37	1609.92
Gr 9-12	3118	0.953503369	3018.02	1.300	3923.43	4160.39
Sub-Total					9960.99	10367.06
Other WADM Generators						
Early Childhood	December Enrollment	Progression to ADM	Projected ADM	PUW	Projected WADM	
	257	0.412953283	106.13	1.250	132.66	116.8
	Final Count	Dec 1 Count	Final ADM			
07-08	413	210	91.4			
08-09	471	244	98.12			
09-10	433	233	92.82			
10-11*		257	106.13			
Resident Tuition**					48.37	48.05
Resident Tuition Details		Total WADM				
07-08		55.86				
08-09		40.92				
09-10		48.34				
10-11*		48.37				
ALC						
ALC Details		Total WADM				
07-08		198.29			173.80	190.75
08-09		132.37				
09-10		190.75				
10-11*		173.80				
Projected Total WADM					10267.45	10674.61
Budgeted WADM					10465.50	
Net					-198.05	

* Projected

**Included in Grade Level Projections

**NO CHILD LEFT BEHIND
Master Contract for Supplemental Educational Services**

This Contract entered into by and between Independent School District 709/ Duluth Public Schools (hereinafter referred to as DISTRICT) and Club Z! In-Home Tutoring hereinafter referred to as PROVIDER) for Supplemental Educational Services to DISTRICT students (hereinafter referred to as Students).

In consideration of the promises and the mutual covenants and agreements set forth in this Contract, the DISTRICT and PROVIDER agree as follows:

I. CONTRACT PURPOSE

- A The purpose of this Contract is to define the rights and obligations of the parties with respect to Supplemental Educational Services (SES) provided by PROVIDER to DISTRICT for Students under the provisions of No Child Left Behind (NCLB).
- B PROVIDER warrants that it is qualified to and able to provide the Supplemental Educational Services (SES) required by the DISTRICT for Students as described in each Student's Individual Learning Plan.

II. CONTRACT DURATION.

This contract shall become effective on September 10, 2010, and shall remain in effect until June 30, 2011.

III. PROVIDER RESPONSIBILITIES

- A. PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
- B. PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting and billing as specified by the DISTRICT.
- C. PROVIDER shall conduct criminal background checks for all its staff members who have direct contact with children under this contract.
 - a.) PROVIDER will obtain a criminal background check on each such of its staff members prior to such staff member providing any tutoring services under this contract. Criminal background checks will be obtained by the PROVIDER from the State of Minnesota Bureau of Criminal Apprehension and the county of the staff

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member's residence, or, if such staff member has not resided in the current county or the State of Minnesota for at least six months, the next, most recent county and/or state of residence will be checked.

- b.) Any conviction appearing on a criminal background check must be presented by mail or courier to the Executive Director of Human Resources for the DISTRICT and the Federal Programs Supervisor for the DISTRICT. The PROVIDER shall include the following information on company letterhead: the name of the staff member, the work assignment, work location, and contact person along with a copy of the background report. The Executive Director of Human Resources will review the criminal background report and make the final decision as to whether or not the PROVIDERS staff member will be allowed to provide service to the DISTRICT under this contract. The PROVIDER must receive written DISTRICT approval before such staff member will be allowed to provide service under this contract.
- D. PROVIDER shall begin services within sixty (60) calendar days from the time the DISTRICT releases student registration information to the PROVIDER. If the PROVIDER is unable to start services within that time, the student will be assigned to another PROVIDER.
- E. PROVIDER is prohibited from offering incentives of any value to Parents/Guardians or their Students for selecting the PROVIDER'S Supplemental Educational Services. If student incentives are offered, the incentives must be appropriately related to the purpose of the student's Individual Learning Plan for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the Individual Learning Plan. Additionally, the incentive or reward must be directly related to a motivational activity that is part of the provider's plan to facilitate academic achievement. The cost of the incentives and/or rewards must be of nominal value and must not diminish the effectiveness of the original intent of Supplemental Educational Services as set forth in the "No Child Left Behind" legislation of 2001.
- F. PROVIDER shall complete their portion of the Individualized Learning Plan (ILP) for each student within thirty calendar days (30) of beginning services. PROVIDER will not be paid until an Individual Learning Plan is signed by the student's parent and is received and approved by the DISTRICT. PROVIDER shall make no changes in this Student's Individualized Learning Plan without the written consent of the DISTRICT and each Student's Parent/Guardian.
- G. PROVIDER shall provide Supplemental Educational Services to each Student in accordance with each Student's Individualized Learning Plan in a format established by the DISTRICT.

- H. PROVIDER shall provide a written progress report to the DISTRICT and each Student's Parent/Guardian a minimum of four times during the course of the service period or after each 25% of service has been provided, describing each Student's progress as it relates to the student's learning goals.
- I. PROVIDER shall notify DISTRICT of the location and/or change in location, at which it is providing services to DISTRICT'S eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each Student's instructional program by DISTRICT. Such access shall include unannounced monitoring visits. DISTRICT representatives shall have access to observe each Student at work, observe the instructional setting, interview the provider, and review each Student's progress and all student records maintained on site.
- J. PROVIDER shall maintain daily records of student services provided, including the name/address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.
- K. PROVIDER shall submit to DISTRICT monthly invoices in the manner prescribed by the DISTRICT.
- L. PROVIDER shall receive compensation only for sessions actually attended by DISTRICT students. Provider shall not receive compensation for student absences.
- M. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in the Student's Individual Learning Plan. A PROVIDER that desires to use DISTRICT facilities must make a separate application for use of facilities and when applicable, payment for such use. PROVIDER will follow the DISTRICT'S Use of Facilities procedures.
- N. PROVIDER shall retain any and all books, documents, papers, reports and any other records related to the services PROVIDER provides to each Student for six (6) years. PROVIDER agrees that the DISTRICT or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Contract.
- O. PROVIDER'S accounting practices and procedures relevant to this Contract shall also be subject to examination by the DISTRICT or its duly authorized representative as often as and during such times as

aforesaid. The DISTRICT, or its representative, may duplicate, use or disclose all data delivered under this Contract in any manner consistent with state and federal laws.

- P. PROVIDER shall neither assign nor transfer any part of his/her interest in this contract without the express written consent of DISTRICT.
- Q. All data created, collected, received, stored, used, maintained, or disseminated by PROVIDER in providing Supplemental Educational Services under this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and PROVIDER must comply with those requirements as if it were a government entity.

IV. DISTRICT RESPONSIBILITIES

- A. DISTRICT shall approve the Individual Learning Plan, which is developed by a TEACHER, the Student's Parent/Guardian and the PROVIDER.
- B. In consideration for services provided under the terms of this contract DISTRICT shall pay PROVIDER up to \$15⁰⁰ per hour, not to exceed .One thousand eight hundred fifty one dollars and sixty five cents (\$1,851.65) for each student.
- C. Payments shall be made upon presentation of an accurately completed invoice within 35 days of the date of invoice.

V. INDEMNIFICATION

- A. PROVIDER shall indemnify, defend and hold DISTRICT harmless from and against any and all liability, judgments, costs, damages, claims or demands including reasonable attorney's fees, that arise out of the acts or omissions of PROVIDER, or its employees or agents and that arise out of the performance of this Agreement.
- B. DISTRICT shall indemnify, defend, and hold PROVIDER harmless from and against any and all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, that arise out of the acts or omissions of DISTRICT, or its employees or agents, and that arise out of the performance of this Agreement.

VI RIGHT TO WITHHOLD

- A. DISTRICT may withhold payment to PROVIDER, upon written notice of such withholding, when in the opinion of the DISTRICT:
 - a. PROVIDER'S performance, in whole or in part, either has not

been carried out or is insufficiently documented.

- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
 - c. PROVIDER has failed to submit the invoice in a timely and accurate manner.
- B. If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency.

VII. INSURANCE REQUIREMENTS

- A. PROVIDER shall provide an insurance certificate naming DISTRICT as an additional insured with the maximum liability limits established by Minn. Stat. § 466.04. The coverage required by this section must include Director's and Officer's Errors and Omissions coverage and coverage for any automobiles used for performance of the Contract as a part of general liability coverage.
- B. PROVIDER shall not cancel or revise any insurance coverage required by this section during the term of this Contract without the express written consent of DISTRICT.
- C. PROVIDER shall maintain coverage for Workers' Compensation at the level required by law.

VIII. RELATIONSHIP OF THE PARTIES

It is agreed that nothing contained in this Contract is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the DISTRICT and PROVIDER or as constituting PROVIDER as the agent, representative or employee of the DISTRICT for any purpose or in any manner whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this Contract. PROVIDER represents that it has, or will secure at its own expense, all personnel required to perform services under this Contract.

IX. AMENDMENTS

Any alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing as an amendment to this Contract and duly signed by the parties hereto. In the event any provision of this Contract is found to be contrary to state or federal law, then such provision shall be deemed invalid except to the

extent permitted by law, but all other provisions of the Contract shall continue in full force and effect.

X. TERMINATION OF CONTRACT

- A. If the PROVIDER is unable to meet each stated individual Student's goals and timelines as specified in the Statement of Goals, the DISTRICT may withdraw that Student from the PROVIDER'S services.
- B. If any Student has unexcused absences for more than three consecutive sessions scheduled during a semester or have unexcused absences for more than 25 percent of the scheduled sessions, the DISTRICT may withdraw such Student.
- C. A Student's Parent/Guardian may terminate service at any time, or request to change providers in consultation with and approval from the DISTRICT.
- D. This Contract may be canceled by either party, prior to said termination date upon thirty(30)days written notice to the other party and without showing cause.
- E. Upon receipt of notice of cancellation, PROVIDER shall discontinue provision of service on the date specified for each Student specified and cancel all expenditures related to the specific cancellation.
- F. PROVIDER shall maintain all records relating to performance of this contract and upon request shall submit all records to the DISTRICT.

XI. DEBARMENT AND SUSPENSION

PROVIDER in executing this agreement is certifying that it is not currently debarred, suspended, or proposed for debarment from participating in this or any other agreement by any federal department or agency.

XII. REMEDIES

Either party's failure to insist upon strict performance of any requirement of the Contract or to exercise any right contained in the Contract, shall not be a waiver or relinquishment of any requirement.

XIII. NOTICES

Any notice or demand, which may or must be given or made by a party to this Contract, under the terms of this Contract or any law or regulation, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

FOR DISTRICT

Duluth Public Schools
 215 North First Avenue East
 Duluth, MN 55802

FOR PROVIDER

Club Z! In-Home Tutoring
 15310 Amberly Dr. Suite 110
 Tampa, FL 33647

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received when it is actually received.

XIV. MINNESOTA LAW TO GOVERN

This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to the Contract shall be venued in the State of Minnesota.

XV. ENTIRE CONTRACT

This Contract shall constitute the full and complete Contract between the parties to the Contract. All prior representations, understandings and agreements are merged into this Contract and are superseded by this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first written above.

Duluth PUBLIC SCHOOLS

PROVIDER

By _____

By 

Title _____

Title Director

Date _____

Date November 3, 2010

Address

51310 Amberly Dr. Suite 110

City, State, Zip

Tampa, FL 33647

Federal Tax ID
65 1262940

Phone Number
888-434-2582

(include Area Code)

Fax
813-549-0185

(include Area Code)

Billing Address (if different from

above):

NO CHILD LEFT BEHIND
Master Contract for Supplemental Educational Services

This Contract entered into by and between Independent School District 709/ Duluth Public Schools (hereinafter referred to as DISTRICT) and Tutorial Services hereinafter referred to as PROVIDER) for Supplemental Educational Services to DISTRICT students (hereinafter referred to as Students).

In consideration of the promises and the mutual covenants and agreements set forth in this Contract, the DISTRICT and PROVIDER agree as follows:

I. CONTRACT PURPOSE

- A The purpose of this Contract is to define the rights and obligations of the parties with respect to Supplemental Educational Services (SES) provided by PROVIDER to DISTRICT for Students under the provisions of No Child Left Behind (NCLB).
- B PROVIDER warrants that it is qualified to and able to provide the Supplemental Educational Services (SES) required by the DISTRICT for Students as described in each Student's Individual Learning Plan.

II. CONTRACT DURATION.

This contract shall become effective on September 10, 2010, and shall remain in effect until June 30, 2011.

III. PROVIDER RESPONSIBILITIES

- A. PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
- B. PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting and billing as specified by the DISTRICT.
- C. PROVIDER shall conduct criminal background checks for all its staff members who have direct contact with children under this contract.
 - a.) PROVIDER will obtain a criminal background check on each such of its staff members prior to such staff member providing any tutoring services under this contract. Criminal background checks will be obtained by the PROVIDER from the State of Minnesota Bureau of Criminal Apprehension and the county of the staff

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member's residence, or, if such staff member has not resided in the current county or the State of Minnesota for at least six months, the next, most recent county and/or state of residence will be checked.

- b.) Any conviction appearing on a criminal background check must be presented by mail or courier to the Executive Director of Human Resources for the DISTRICT and the Federal Programs Supervisor for the DISTRICT. The PROVIDER shall include the following information on company letterhead: the name of the staff member, the work assignment, work location, and contact person along with a copy of the background report. The Executive Director of Human Resources will review the criminal background report and make the final decision as to whether or not the PROVIDERS staff member will be allowed to provide service to the DISTRICT under this contract. The PROVIDER must receive written DISTRICT approval before such staff member will be allowed to provide service under this contract.
- D. PROVIDER shall begin services within sixty (60) calendar days from the time the DISTRICT releases student registration information to the PROVIDER. If the PROVIDER is unable to start services within that time, the student will be assigned to another PROVIDER.
- E. PROVIDER is prohibited from offering incentives of any value to Parents/Guardians or their Students for selecting the PROVIDER'S Supplemental Educational Services. If student incentives are offered, the incentives must be appropriately related to the purpose of the student's Individual Learning Plan for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the Individual Learning Plan. Additionally, the incentive or reward must be directly related to a motivational activity that is part of the provider's plan to facilitate academic achievement. The cost of the incentives and/or rewards must be of nominal value and must not diminish the effectiveness of the original intent of Supplemental Educational Services as set forth in the "No Child Left Behind" legislation of 2001.
- F. PROVIDER shall complete their portion of the Individualized Learning Plan (ILP) for each student within thirty calendar days (30) of beginning services. PROVIDER will not be paid until an Individual Learning Plan is signed by the student's parent and is received and approved by the DISTRICT. PROVIDER shall make no changes in this Student's Individualized Learning Plan without the written consent of the DISTRICT and each Student's Parent/Guardian.
- G. PROVIDER shall provide Supplemental Educational Services to each Student in accordance with each Student's Individualized Learning Plan in a format established by the DISTRICT.

- H. PROVIDER shall provide a written progress report to the DISTRICT and each Student's Parent/Guardian a minimum of four times during the course of the service period or after each 25% of service has been provided, describing each Student's progress as it relates to the student's learning goals.
- I. PROVIDER shall notify DISTRICT of the location and/or change in location, at which it is providing services to DISTRICT'S eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each Student's instructional program by DISTRICT. Such access shall include unannounced monitoring visits. DISTRICT representatives shall have access to observe each Student at work, observe the instructional setting, interview the provider, and review each Student's progress and all student records maintained on site.
- J. PROVIDER shall maintain daily records of student services provided, including the name/address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.
- K. PROVIDER shall submit to DISTRICT monthly invoices in the manner prescribed by the DISTRICT.
- L. PROVIDER shall receive compensation only for sessions actually attended by DISTRICT students. Provider shall not receive compensation for student absences.
- M. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in the Student's Individual Learning Plan. A PROVIDER that desires to use DISTRICT facilities must make a separate application for use of facilities and when applicable, payment for such use. PROVIDER will follow the DISTRICT'S Use of Facilities procedures.
- N. PROVIDER shall retain any and all books, documents, papers, reports and any other records related to the services PROVIDER provides to each Student for six (6) years. PROVIDER agrees that the DISTRICT or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Contract.
- O. PROVIDER'S accounting practices and procedures relevant to this Contract shall also be subject to examination by the DISTRICT or its duly authorized representative as often as and during such times as

aforesaid. The DISTRICT, or its representative, may duplicate, use or disclose all data delivered under this Contract in any manner consistent with state and federal laws.

- P. PROVIDER shall neither assign nor transfer any part of his/her interest in this contract without the express written consent of DISTRICT.
- Q. All data created, collected, received, stored, used, maintained, or disseminated by PROVIDER in providing Supplemental Educational Services under this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and PROVIDER must comply with those requirements as if it were a government entity.

IV. DISTRICT RESPONSIBILITIES

- A. DISTRICT shall approve the Individual Learning Plan, which is developed by a TEACHER, the Student's Parent/Guardian and the PROVIDER.
- B. In consideration for services provided under the terms of this contract DISTRICT shall pay PROVIDER up to \$_____per hour, not to exceed .One thousand eight hundred fifty one dollars and sixty five cents (\$1,851.65) for each student.
- C. Payments shall be made upon presentation of an accurately completed invoice within 35 days of the date of invoice.

V. INDEMNIFICATION

- A. PROVIDER shall indemnify, defend and hold DISTRICT harmless from and against any and all liability, judgments, costs, damages, claims or demands including reasonable attorney's fees, that arise out of the acts or omissions of PROVIDER, or its employees or agents and that arise out of the performance of this Agreement.
- B. DISTRICT shall indemnify, defend, and hold PROVIDER harmless from and against any and all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, that arise out of the acts or omissions of DISTRICT, or its employees or agents, and that arise out of the performance of this Agreement.

VI RIGHT TO WITHHOLD

- A. DISTRICT may withhold payment to PROVIDER, upon written notice of such withholding, when in the opinion of the DISTRICT:
 - a. PROVIDER'S performance, in whole or in part, either has not

been carried out or is insufficiently documented.

b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

c. PROVIDER has failed to submit the invoice in a timely and accurate manner.

B. If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency.

VII. INSURANCE REQUIREMENTS

A. PROVIDER shall provide an insurance certificate naming DISTRICT as an additional insured with the maximum liability limits established by Minn. Stat. § 466.04. The coverage required by this section must include Director's and Officer's Errors and Omissions coverage and coverage for any automobiles used for performance of the Contract as a part of general liability coverage.

B. PROVIDER shall not cancel or revise any insurance coverage required by this section during the term of this Contract without the express written consent of DISTRICT.

C. PROVIDER shall maintain coverage for Workers' Compensation at the level required by law.

VIII. RELATIONSHIP OF THE PARTIES

It is agreed that nothing contained in this Contract is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the DISTRICT and PROVIDER or as constituting PROVIDER as the agent, representative or employee of the DISTRICT for any purpose or in any manner whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this Contract. PROVIDER represents that it has, or will secure at its own expense, all personnel required to perform services under this Contract.

IX. AMENDMENTS

Any alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing as an amendment to this Contract and duly signed by the parties hereto. In the event any provision of this Contract is found to be contrary to state or federal law, then such provision shall be deemed invalid except to the

extent permitted by law, but all other provisions of the Contract shall continue in full force and effect.

X. TERMINATION OF CONTRACT

- A. If the PROVIDER is unable to meet each stated individual Student's goals and timelines as specified in the Statement of Goals, the DISTRICT may withdraw that Student from the PROVIDER'S services.
- B. If any Student has unexcused absences for more than three consecutive sessions scheduled during a semester or have unexcused absences for more that 25 percent of the scheduled sessions, the DISTRICT may withdraw such Student.
- C. A Student's Parent/Guardian may terminate service at any time, or request to change providers in consultation with and approval from the DISTRICT.
- D. This Contract may be canceled by either party, prior to said termination date upon thirty(30)days written notice to the other party and without showing cause.
- E. Upon receipt of notice of cancellation, PROVIDER shall discontinue provision of service on the date specified for each Student specified and cancel all expenditures related to the specific cancellation.
- F. PROVIDER shall maintain all records relating to performance of this contract and upon request shall submit all records to the DISTRICT.

XI. DEBARMENT AND SUSPENSION

PROVIDER in executing this agreement is certifying that it is not currently debarred, suspended, or proposed for debarment from participating in this or any other agreement by any federal department or agency.

XII. REMEDIES

Either party's failure to insist upon strict performance of any requirement of the Contract or to exercise any right contained in the Contract, shall not be a waiver or relinquishment of any requirement.

XIII. NOTICES

Any notice or demand, which may or must be given or made by a party to this Contract, under the terms of this Contract or any law or regulation, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

FOR DISTRICT

FOR PROVIDER

Duluth Public Schools
215 North First Avenue East
Duluth, MN 55802

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received when it is actually received.

XIV. MINNESOTA LAW TO GOVERN

This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to the Contract shall be venued in the State of Minnesota.

XV. ENTIRE CONTRACT

This Contract shall constitute the full and complete Contract between the parties to the Contract. All prior representations, understandings and agreements are merged into this Contract and are superseded by this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first written above.

Duluth PUBLIC SCHOOLS

By _____
By _____

Title _____
Title _____

Date _____

PROVIDER Tutorial Services

Jacquelyn Gaudreau
State Coordinator

Jacquelyn Gaudreau

Date 11/3/2010

Address 166 S. Industrial Dr.
Saline, MI 48176

**NO CHILD LEFT BEHIND
Master Contract for Supplemental Educational Services**

This Contract entered into by and between Independent School District 709/ Duluth Public Schools (hereinafter referred to as DISTRICT) and TUTORCO LLC hereinafter referred to as PROVIDER) for Supplemental Educational Services to DISTRICT students (hereinafter referred to as Students).

In consideration of the promises and the mutual covenants and agreements set forth in this Contract, the DISTRICT and PROVIDER agree as follows:

I. CONTRACT PURPOSE

- A The purpose of this Contract is to define the rights and obligations of the parties with respect to Supplemental Educational Services (SES) provided by PROVIDER to DISTRICT for Students under the provisions of No Child Left Behind (NCLB).
- B PROVIDER warrants that it is qualified to and able to provide the Supplemental Educational Services (SES) required by the DISTRICT for Students as described in each Student's Individual Learning Plan.

II. CONTRACT DURATION.

This contract shall become effective on September 10, 2010, and shall remain in effect until June 30, 2011.

III. PROVIDER RESPONSIBILITIES

- A. PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
- B. PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting and billing as specified by the DISTRICT.
- C. PROVIDER shall conduct criminal background checks for all its staff members who have direct contact with children under this contract.
 - a.) PROVIDER will obtain a criminal background check on each such of its staff members prior to such staff member providing any tutoring services under this contract. Criminal background checks will be obtained by the PROVIDER from the State of Minnesota Bureau of Criminal Apprehension and the county of the staff member's residence, or, if such staff member has not resided in the current county or the State of Minnesota for at least six months, the next, most recent county and/or state of residence will be checked.
 - b.) Any conviction appearing on a criminal background check must be presented

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by mail or courier to the Executive Director of Human Resources for the DISTRICT and the Federal Programs Supervisor for the DISTRICT. The PROVIDER shall include the following information on company letterhead: the name of the staff member, the work assignment, work location, and contact person along with a copy of the background report. The Executive Director of Human Resources will review the criminal background report and make the final decision as to whether or not the PROVIDERS staff member will be allowed to provide service to the DISTRICT under this contract. The PROVIDER must receive written DISTRICT approval before such staff member will be allowed to provide service under this contract.

- D. PROVIDER shall begin services within sixty (60) calendar days from the time the DISTRICT releases student registration information to the PROVIDER. If the PROVIDER is unable to start services within that time, the student will be assigned to another PROVIDER.
- E. PROVIDER is prohibited from offering incentives of any value to Parents/Guardians or their Students for selecting the PROVIDER'S Supplemental Educational Services. If student incentives are offered, the incentives must be appropriately related to the purpose of the student's Individual Learning Plan for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the Individual Learning Plan. Additionally, the incentive or reward must be directly related to a motivational activity that is part of the provider's plan to facilitate academic achievement. The cost of the incentives and/or rewards must be of nominal value and must not diminish the effectiveness of the original intent of Supplemental Educational Services as set forth in the "No Child Left Behind" legislation of 2001.
- F. PROVIDER shall complete their portion of the Individualized Learning Plan (ILP) for each student within thirty calendar days (30) of beginning services. PROVIDER will not be paid until an Individual Learning Plan is signed by the student's parent and is received and approved by the DISTRICT. PROVIDER shall make no changes in this Student's Individualized Learning Plan without the written consent of the DISTRICT and each Student's Parent/Guardian.
- G. PROVIDER shall provide Supplemental Educational Services to each Student in accordance with each Student's Individualized Learning Plan in a format established by the DISTRICT.
- H. PROVIDER shall provide a written progress report to the DISTRICT and each Student's Parent/Guardian a minimum of four times during the course of the service period or after each 25% of service has been provided, describing each Student's progress as it relates to the student's learning goals.
- I. PROVIDER shall notify DISTRICT of the location and/or change in location, at which it is providing services to DISTRICT'S eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each Student's instructional

- program by DISTRICT. Such access shall include unannounced monitoring visits. DISTRICT representatives shall have access to observe each Student at work, observe the instructional setting, interview the provider, and review each Student's progress and all student records maintained on site.
- J. PROVIDER shall maintain daily records of student services provided, including the name/address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.
 - K. PROVIDER shall submit to DISTRICT monthly invoices in the manner prescribed by the DISTRICT.
 - L. PROVIDER shall receive compensation only for sessions actually attended by DISTRICT students. Provider shall not receive compensation for student absences.
 - M. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in the Student's Individual Learning Plan. A PROVIDER that desires to use DISTRICT facilities must make a separate application for use of facilities and when applicable, payment for such use. PROVIDER will follow the DISTRICT'S Use of Facilities procedures.
 - N. PROVIDER shall retain any and all books, documents, papers, reports and any other records related to the services PROVIDER provides to each Student for six (6) years. PROVIDER agrees that the DISTRICT or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Contract.
 - O. PROVIDER'S accounting practices and procedures relevant to this Contract shall also be subject to examination by the DISTRICT or its duly authorized representative as often as and during such times as aforesaid. The DISTRICT, or its representative, may duplicate, use or disclose all data delivered under this Contract in any manner consistent with state and federal laws.
 - P. PROVIDER shall neither assign nor transfer any part of his/her interest in this contract without the express written consent of DISTRICT.
 - Q. All data created, collected, received, stored, used, maintained, or disseminated by PROVIDER in providing Supplemental Educational Services under this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and PROVIDER must comply with those requirements as if it were a government entity.

IV. DISTRICT RESPONSIBILITIES

- A. DISTRICT shall approve the Individual Learning Plan, which is developed by a TEACHER, the Student's Parent/Guardian and the PROVIDER.
-

- B. In consideration for services provided under the terms of this contract DISTRICT shall pay PROVIDER up to \$_____ per hour, not to exceed One thousand eight hundred fifty one dollars and sixty five cents (\$1,851.65) for each student.
- C. Payments shall be made upon presentation of an accurately completed invoice within 35 days of the date of invoice.

V. INDEMNIFICATION

- A. PROVIDER shall indemnify, defend and hold DISTRICT harmless from and against any and all liability, judgments, costs, damages, claims or demands including reasonable attorney's fees, that arise out of the acts or omissions of PROVIDER, or its employees or agents and that arise out of the performance of this Agreement.
- B. DISTRICT shall indemnify, defend, and hold PROVIDER harmless from and against any and all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, that arise out of the acts or omissions of DISTRICT, or its employees or agents, and that arise out of the performance of this Agreement.

VI RIGHT TO WITHHOLD

- A. DISTRICT may withhold payment to PROVIDER, upon written notice of such withholding, when in the opinion of the DISTRICT:
- a. PROVIDER'S performance, in whole or in part, either has not been carried out or is insufficiently documented.
 - b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
 - c. PROVIDER has failed to submit the invoice in a timely and accurate manner.
- B. If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency.

VII. INSURANCE REQUIREMENTS

- A. PROVIDER shall provide an insurance certificate naming DISTRICT as an additional insured with the maximum liability limits established by Minn. Stat. § 466.04. The coverage required by this section must include Director's and Officer's Errors and Omissions coverage and coverage for any automobiles used for performance of the Contract as a part of general liability coverage.
- B. PROVIDER shall not cancel or revise any insurance coverage required by this

section during the term of this Contract without the express written consent of DISTRICT.

- C. PROVIDER shall maintain coverage for Workers' Compensation at the level required by law.

VIII. RELATIONSHIP OF THE PARTIES

It is agreed that nothing contained in this Contract is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the DISTRICT and PROVIDER or as constituting PROVIDER as the agent, representative or employee of the DISTRICT for any purpose or in any manner whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this Contract. PROVIDER represents that it has, or will secure at its own expense, all personnel required to perform services under this Contract.

IX. AMENDMENTS

Any alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing as an amendment to this Contract and duly signed by the parties hereto. In the event any provision of this Contract is found to be contrary to state or federal law, then such provision shall be deemed invalid except to the extent permitted by law, but all other provisions of the Contract shall continue in full force and effect.

X. TERMINATION OF CONTRACT

- A. If the PROVIDER is unable to meet each stated individual Student's goals and timelines as specified in the Statement of Goals, the DISTRICT may withdraw that Student from the PROVIDER'S services.
- B. If any Student has unexcused absences for more than three consecutive sessions scheduled during a semester or have unexcused absences for more than 25 percent of the scheduled sessions, the DISTRICT may withdraw such Student.
- C. A Student's Parent/Guardian may terminate service at any time, or request to change providers in consultation with and approval from the DISTRICT.
- D. This Contract may be canceled by either party, prior to said termination date upon thirty(30)days written notice to the other party and without showing cause.
- E. Upon receipt of notice of cancellation, PROVIDER shall discontinue provision of service on the date specified for each Student specified and cancel all expenditures related to the specific cancellation.
- F. PROVIDER shall maintain all records relating to performance of this contract and upon request shall submit all records to the DISTRICT.

XI. DEBARMENT AND SUSPENSION

PROVIDER in executing this agreement is certifying that it is not currently debarred, suspended, or proposed for debarment from participating in this or any other agreement by any federal department or agency.

XII. REMEDIES

Either party's failure to insist upon strict performance of any requirement of the Contract or to exercise any right contained in the Contract, shall not be a waiver or relinquishment of any requirement.

XIII. NOTICES

Any notice or demand, which may or must be given or made by a party to this Contract, under the terms of this Contract or any law or regulation, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

FOR DISTRICT

Duluth Public Schools
215 North First Avenue East
Duluth, MN 55802

FOR PROVIDER

SUMIT DHAWAN
TUTORW LLC,
1013 FORD ROAD
MINNETONKA, MN 55305

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received when it is actually received.

XIV. MINNESOTA LAW TO GOVERN

This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to the Contract shall be venued in the State of Minnesota.

XV. ENTIRE CONTRACT

This Contract shall constitute the full and complete Contract between the parties to the Contract. All prior representations, understandings and agreements are merged into this Contract and are superseded by this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first written above.

Duluth PUBLIC SCHOOLS

PROVIDER

By _____

By *[Signature]*

Title _____

TUTORCO LLC

Title _____

Date _____

Date 09/11/2010

Address 1013, FORD RD

City, State, Zip MINNETONKA, MN 55205

Federal Tax ID 1019786

Phone Number 952-960-2799
(include Area Code)

Fax _____
(include Area Code)

Billing Address (if different from above):

**NO CHILD LEFT BEHIND
Master Contract for Supplemental Educational Services**

This Contract entered into by and between Independent School District 709/ Duluth Public Schools (hereinafter referred to as DISTRICT) and *Sylvan Learning - Northern Minnesota* hereinafter referred to as PROVIDER) for Supplemental Educational Services to DISTRICT students (hereinafter referred to as Students).

In consideration of the promises and the mutual covenants and agreements set forth in this Contract, the DISTRICT and PROVIDER agree as follows:

I. CONTRACT PURPOSE

- A The purpose of this Contract is to define the rights and obligations of the parties with respect to Supplemental Educational Services (SES) provided by PROVIDER to DISTRICT for Students under the provisions of No Child Left Behind (NCLB).
- B PROVIDER warrants that it is qualified to and able to provide the Supplemental Educational Services (SES) required by the DISTRICT for Students as described in each Student's Individual Learning Plan.

II. CONTRACT DURATION.

This contract shall become effective on September 10, 2010, and shall remain in effect until June 30, 2011.

III. PROVIDER RESPONSIBILITIES

- A. PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
- B. PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting and billing as specified by the DISTRICT.
- C. PROVIDER shall conduct criminal background checks for all its staff members who have direct contact with children under this contract.
 - a.) PROVIDER will obtain a criminal background check on each such of its staff members prior to such staff member providing any tutoring services under this contract. Criminal background checks will be obtained by the PROVIDER from the State of Minnesota Bureau of Criminal Apprehension and the county of the staff

WCF

member's residence, or, if such staff member has not resided in the current county or the State of Minnesota for at least six months, the next, most recent county and/or state of residence will be checked.

- b.) Any conviction appearing on a criminal background check must be presented by mail or courier to the Executive Director of Human Resources for the DISTRICT and the Federal Programs Supervisor for the DISTRICT. The PROVIDER shall include the following information on company letterhead: the name of the staff member, the work assignment, work location, and contact person along with a copy of the background report. The Executive Director of Human Resources will review the criminal background report and make the final decision as to whether or not the PROVIDERS staff member will be allowed to provide service to the DISTRICT under this contract. The PROVIDER must receive written DISTRICT approval before such staff member will be allowed to provide service under this contract.
- D. PROVIDER shall begin services within sixty (60) calendar days from the time the DISTRICT releases student registration information to the PROVIDER. If the PROVIDER is unable to start services within that time, the student will be assigned to another PROVIDER.
- E. PROVIDER is prohibited from offering incentives of any value to Parents/Guardians or their Students for selecting the PROVIDER'S Supplemental Educational Services. If student incentives are offered, the incentives must be appropriately related to the purpose of the student's Individual Learning Plan for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the Individual Learning Plan. Additionally, the incentive or reward must be directly related to a motivational activity that is part of the provider's plan to facilitate academic achievement. The cost of the incentives and/or rewards must be of nominal value and must not diminish the effectiveness of the original intent of Supplemental Educational Services as set forth in the "No Child Left Behind" legislation of 2001.
- F. PROVIDER shall complete their portion of the Individualized Learning Plan (ILP) for each student within thirty calendar days (30) of beginning services. PROVIDER will not be paid until an Individual Learning Plan is signed by the student's parent and is received and approved by the DISTRICT. PROVIDER shall make no changes in this Student's Individualized Learning Plan without the written consent of the DISTRICT and each Student's Parent/Guardian.
- G. PROVIDER shall provide Supplemental Educational Services to each Student in accordance with each Student's Individualized Learning Plan in a format established by the DISTRICT.

- H. PROVIDER shall provide a written progress report to the DISTRICT and each Student's Parent/Guardian a minimum of four times during the course of the service period or after each 25% of service has been provided, describing each Student's progress as it relates to the student's learning goals.
- I. PROVIDER shall notify DISTRICT of the location and/or change in location, at which it is providing services to DISTRICT'S eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each Student's instructional program by DISTRICT. Such access shall include unannounced monitoring visits. DISTRICT representatives shall have access to observe each Student at work, observe the instructional setting, interview the provider, and review each Student's progress and all student records maintained on site.
- J. PROVIDER shall maintain daily records of student services provided, including the name/address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.
- K. PROVIDER shall submit to DISTRICT monthly invoices in the manner prescribed by the DISTRICT.
- L. PROVIDER shall receive compensation only for sessions actually attended by DISTRICT students. Provider shall not receive compensation for student absences.
- M. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in the Student's Individual Learning Plan. A PROVIDER that desires to use DISTRICT facilities must make a separate application for use of facilities and when applicable, payment for such use. PROVIDER will follow the DISTRICT'S Use of Facilities procedures.
- N. PROVIDER shall retain any and all books, documents, papers, reports and any other records related to the services PROVIDER provides to each Student for six (6) years. PROVIDER agrees that the DISTRICT or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Contract.
- O. PROVIDER'S accounting practices and procedures relevant to this Contract shall also be subject to examination by the DISTRICT or its duly authorized representative as often as and during such times as

aforesaid. The DISTRICT, or its representative, may duplicate, use or disclose all data delivered under this Contract in any manner consistent with state and federal laws.

- P. PROVIDER shall neither assign nor transfer any part of his/her interest in this contract without the express written consent of DISTRICT.
- Q. All data created, collected, received, stored, used, maintained, or disseminated by PROVIDER in providing Supplemental Educational Services under this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and PROVIDER must comply with those requirements as if it were a government entity.

IV. DISTRICT RESPONSIBILITIES

- A. DISTRICT shall approve the Individual Learning Plan, which is developed by a TEACHER, the Student's Parent/Guardian and the PROVIDER.
- B. In consideration for services provided under the terms of this contract DISTRICT shall pay PROVIDER up to \$45 per hour, not to exceed One thousand eight hundred fifty one dollars and sixty five cents (\$1,851.65) for each student.
- C. Payments shall be made upon presentation of an accurately completed invoice within 35 days of the date of invoice.

V. INDEMNIFICATION

- A. PROVIDER shall indemnify, defend and hold DISTRICT harmless from and against any and all liability, judgments, costs, damages, claims or demands including reasonable attorney's fees, that arise out of the acts or omissions of PROVIDER, or its employees or agents and that arise out of the performance of this Agreement.
- B. DISTRICT shall indemnify, defend, and hold PROVIDER harmless from and against any and all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, that arise out of the acts or omissions of DISTRICT, or its employees or agents, and that arise out of the performance of this Agreement.

VI RIGHT TO WITHHOLD

- A. DISTRICT may withhold payment to PROVIDER, upon written notice of such withholding, when in the opinion of the DISTRICT:
 - a. PROVIDER'S performance, in whole or in part, either has not

been carried out or is insufficiently documented.

- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
 - c. PROVIDER has failed to submit the invoice in a timely and accurate manner.
- B. If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency.

VII. INSURANCE REQUIREMENTS

- A. PROVIDER shall provide an insurance certificate naming DISTRICT as an additional insured with the maximum liability limits established by Minn. Stat. § 466.04. The coverage required by this section must include Director's and Officer's Errors and Omissions coverage and coverage for any automobiles used for performance of the Contract as a part of general liability coverage.
- B. PROVIDER shall not cancel or revise any insurance coverage required by this section during the term of this Contract without the express written consent of DISTRICT.
- C. PROVIDER shall maintain coverage for Workers' Compensation at the level required by law.

VIII. RELATIONSHIP OF THE PARTIES

It is agreed that nothing contained in this Contract is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the DISTRICT and PROVIDER or as constituting PROVIDER as the agent, representative or employee of the DISTRICT for any purpose or in any manner whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this Contract. PROVIDER represents that it has, or will secure at its own expense, all personnel required to perform services under this Contract.

IX. AMENDMENTS

Any alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing as an amendment to this Contract and duly signed by the parties hereto. In the event any provision of this Contract is found to be contrary to state or federal law, then such provision shall be deemed invalid except to the

extent permitted by law, but all other provisions of the Contract shall continue in full force and effect.

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- A. If the PROVIDER is unable to meet each stated individual Student's goals and timelines as specified in the Statement of Goals, the DISTRICT may withdraw that Student from the PROVIDER'S services.
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- C. A Student's Parent/Guardian may terminate service at any time, or request to change providers in consultation with and approval from the DISTRICT.
- D. This Contract may be canceled by either party, prior to said termination date upon thirty(30)days written notice to the other party and without showing cause.
- E. Upon receipt of notice of cancellation, PROVIDER shall discontinue provision of service on the date specified for each Student specified and cancel all expenditures related to the specific cancellation.
- F. PROVIDER shall maintain all records relating to performance of this contract and upon request shall submit all records to the DISTRICT.

XI. DEBARMENT AND SUSPENSION

PROVIDER in executing this agreement is certifying that it is not currently debarred, suspended, or proposed for debarment from participating in this or any other agreement by any federal department or agency.

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FOR DISTRICT

Duluth Public Schools
215 North First Avenue East
Duluth, MN 55802

FOR PROVIDER

Sylvan Learning - Northern Minnesota
2550 S Columbia Road
Grand Forks, ND 58201

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received when it is actually received.

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XV. ENTIRE CONTRACT

This Contract shall constitute the full and complete Contract between the parties to the Contract. All prior representations, understandings and agreements are merged into this Contract and are superseded by this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first written above.

Duluth PUBLIC SCHOOLS

By _____
By _____

Title _____
Title _____

Date _____

PROVIDER: Sylvan Learning - Northern Minnesota

Rebecca Paly

asst. Center Director

Date 11-14-10

Address 2550 S. Columbia Road
Grand Forks, ND 58201

City, State, Zip

Federal Tax ID ~~58-267~~

58-2674001

Phone Number 877-747-4749

(include Area Code)

Fax 701-738-0475

(include Area Code)

Billing Address (if different from

above):

**NO CHILD LEFT BEHIND
Master Contract for Supplemental Educational Services**

This Contract entered into by and between Independent School District 709/ Duluth Public Schools (hereinafter referred to as DISTRICT) and ATS Project Success hereinafter referred to as PROVIDER) for Supplemental Educational Services to DISTRICT students (hereinafter referred to as Students).

In consideration of the promises and the mutual covenants and agreements set forth in this Contract, the DISTRICT and PROVIDER agree as follows:

I. CONTRACT PURPOSE

- A The purpose of this Contract is to define the rights and obligations of the parties with respect to Supplemental Educational Services (SES) provided by PROVIDER to DISTRICT for Students under the provisions of No Child Left Behind (NCLB).
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- A. PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
- B. PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting and billing as specified by the DISTRICT.
- C. PROVIDER shall conduct criminal background checks for all its staff members who have direct contact with children under this contract.
 - a.) PROVIDER will obtain a criminal background check on each such of its staff members prior to such staff member providing any tutoring services under this contract. Criminal background checks will be obtained by the PROVIDER from the State of Minnesota Bureau of Criminal Apprehension and the county of the staff

WST

member's residence, or, if such staff member has not resided in the current county or the State of Minnesota for at least six months, the next, most recent county and/or state of residence will be checked.

- b.) Any conviction appearing on a criminal background check must be presented by mail or courier to the Executive Director of Human Resources for the DISTRICT and the Federal Programs Supervisor for the DISTRICT. The PROVIDER shall include the following information on company letterhead: the name of the staff member, the work assignment, work location, and contact person along with a copy of the background report. The Executive Director of Human Resources will review the criminal background report and make the final decision as to whether or not the PROVIDERS staff member will be allowed to provide service to the DISTRICT under this contract. The PROVIDER must receive written DISTRICT approval before such staff member will be allowed to provide service under this contract.
- D. PROVIDER shall begin services within sixty (60) calendar days from the time the DISTRICT releases student registration information to the PROVIDER. If the PROVIDER is unable to start services within that time, the student will be assigned to another PROVIDER.
- E. PROVIDER is prohibited from offering incentives of any value to Parents/Guardians or their Students for selecting the PROVIDER'S Supplemental Educational Services. If student incentives are offered, the incentives must be appropriately related to the purpose of the student's Individual Learning Plan for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the Individual Learning Plan. Additionally, the incentive or reward must be directly related to a motivational activity that is part of the provider's plan to facilitate academic achievement. The cost of the incentives and/or rewards must be of nominal value and must not diminish the effectiveness of the original intent of Supplemental Educational Services as set forth in the "No Child Left Behind" legislation of 2001.
- F. PROVIDER shall complete their portion of the Individualized Learning Plan (ILP) for each student within thirty calendar days (30) of beginning services. PROVIDER will not be paid until an Individual Learning Plan is signed by the student's parent and is received and approved by the DISTRICT. PROVIDER shall make no changes in this Student's Individualized Learning Plan without the written consent of the DISTRICT and each Student's Parent/Guardian.
- G. PROVIDER shall provide Supplemental Educational Services to each Student in accordance with each Student's Individualized Learning Plan in a format established by the DISTRICT.

- H. PROVIDER shall provide a written progress report to the DISTRICT and each Student's Parent/Guardian a minimum of four times during the course of the service period or after each 25% of service has been provided, describing each Student's progress as it relates to the student's learning goals.
- I. PROVIDER shall notify DISTRICT of the location and/or change in location, at which it is providing services to DISTRICT'S eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each Student's instructional program by DISTRICT. Such access shall include unannounced monitoring visits. DISTRICT representatives shall have access to observe each Student at work, observe the instructional setting, interview the provider, and review each Student's progress and all student records maintained on site.
- J. PROVIDER shall maintain daily records of student services provided, including the name/address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.
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- M. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in the Student's Individual Learning Plan. A PROVIDER that desires to use DISTRICT facilities must make a separate application for use of facilities and when applicable, payment for such use. PROVIDER will follow the DISTRICT'S Use of Facilities procedures.
- N. PROVIDER shall retain any and all books, documents, papers, reports and any other records related to the services PROVIDER provides to each Student for six (6) years. PROVIDER agrees that the DISTRICT or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Contract.
- O. PROVIDER'S accounting practices and procedures relevant to this Contract shall also be subject to examination by the DISTRICT or its duly authorized representative as often as and during such times as

aforsaid. The DISTRICT, or its representative, may duplicate, use or disclose all data delivered under this Contract in any manner consistent with state and federal laws.

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- Q. All data created, collected, received, stored, used, maintained, or disseminated by PROVIDER in providing Supplemental Educational Services under this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and PROVIDER must comply with those requirements as if it were a government entity.

IV. DISTRICT RESPONSIBILITIES

- A. DISTRICT shall approve the Individual Learning Plan, which is developed by a TEACHER, the Student's Parent/Guardian and the PROVIDER.
- B. In consideration for services provided under the terms of this contract DISTRICT shall pay PROVIDER up to \$50 per hour, not to exceed One thousand eight hundred fifty one dollars and sixty five cents to \$1,851.65 for each Student. The maximum number of hours of service per Student rendered shall be 37 hours.
- C. Payments shall be made upon presentation of an accurately completed invoice within 35 days of the date of invoice.

V. INDEMNIFICATION

- A. PROVIDER shall indemnify, defend and hold DISTRICT harmless from and against any and all liability, judgments, costs, damages, claims or demands including reasonable attorney's fees, that arise out of the acts or omissions of PROVIDER, or its employees or agents and that arise out of the performance of this Agreement.
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VI RIGHT TO WITHOLD

- A. DISTRICT may withhold payment to PROVIDER, upon written notice of such withholding, when in the opinion of the DISTRICT:

- a. PROVIDER'S performance, in whole or in part, either has not been carried out or is insufficiently documented.
 - b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
 - c. PROVIDER has failed to submit the invoice in a timely and accurate manner.
- B. If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency.

VII. INSURANCE REQUIREMENTS

- A. PROVIDER shall provide an insurance certificate naming DISTRICT as an additional insured with the maximum liability limits established by Minn. Stat. § 466.04. The coverage required by this section must include Director's and Officer's Errors and Omissions coverage and coverage for any automobiles used for performance of the Contract as a part of general liability coverage.
- B. PROVIDER shall not cancel or revise any insurance coverage required by this section during the term of this Contract without the express written consent of DISTRICT.
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It is agreed that nothing contained in this Contract is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the DISTRICT and PROVIDER or as constituting PROVIDER as the agent, representative or employee of the DISTRICT for any purpose or in any manner whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this Contract. PROVIDER represents that it has, or will secure at its own expense, all personnel required to perform services under this Contract.

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federal law, then such provision shall be deemed invalid except to the extent permitted by law, but all other provisions of the Contract shall continue in full force and effect.

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- B. If any Student has unexcused absences for more than three consecutive sessions scheduled during a semester or have unexcused absences for more than 25 percent of the scheduled sessions, the DISTRICT may withdraw such Student.
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- D. This Contract may be canceled by either party, prior to said termination date upon thirty(30)days written notice to the other party and without showing cause.
- E. Upon receipt of notice of cancellation, PROVIDER shall discontinue provision of service on the date specified for each Student specified and cancel all expenditures related to the specific cancellation.
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PROVIDER in executing this agreement is certifying that it is not currently debarred, suspended, or proposed for debarment from participating in this or any other agreement by any federal department or agency.

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Either party's failure to insist upon strict performance of any requirement of the Contract or to exercise any right contained in the Contract, shall not be a waiver or relinquishment of any requirement.

XIII. NOTICES

Any notice or demand, which may or must be given or made by a party to this Contract, under the terms of this Contract or any law or regulation, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

FOR DISTRICT

FOR PROVIDER

Duluth Public Schools
215 North First Avenue East
Duluth, MN 55802

ATS Project Success
20674 Hall Road
Clinton Township, MI 48038

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received when it is actually received.

XIV. MINNESOTA LAW TO GOVERN

This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to the Contract shall be venued in the State of Minnesota.

XV. ENTIRE CONTRACT

This Contract shall constitute the full and complete Contract between the parties to the Contract. All prior representations, understandings and agreements are merged into this Contract and are superseded by this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first written above.

Duluth PUBLIC SCHOOLS

PROVIDER

By _____

By  _____

Title _____

Title Coordinator

Date _____

Date 11-5-10

Address 20674 Hall Road

City, State, Zip Clinton Township,

MI 48038

Federal Tax ID 38-2709553

Phone Number 800-297-2119
(include Area Code)

(include Area Code)

Fax 586-465-9481

Billing Address (if different from

above):



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 101 East 3rd Street

Mailing Address: 215 North 1st Avenue East

Duluth, Minnesota 55802

Construction Management (218) 336-8907


Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

Memorandum

To: Bill Hanson
School Board Members

From: Kerry M. Leider 

Date: December 2, 2010

Re: Bid #1155, (Contract #0331) – CIP Concrete/Foundations/Walks at Denfeld High School – Change Order #10 – Northland Concrete and masonry Company, LLC

Bid #1155 (Contract #0331) – CIP Concrete/Foundations/Walks at Denfeld High School was approved at the Regular School Board Meeting on June 25, 2009 with a bid of \$946,700.00.

Change Order #10 to this bid is a deduct in the quantity of sidewalk at the passenger loading area resulting in an decrease of \$3,004.00.

Recommendation:

It is recommended the School Board approve the change order as listed above pertaining to Bid #1155 (Contract #0331) – CIP Concrete/Foundations/Walks at Denfeld High School deducting \$3,004.00 from the previously awarded base bid and change orders for a new contract total of \$1,182,737.00.

Attachment

CHANGE ORDER
CONSTRUCTION MANAGER-ADVISER EDITION
 AIA DOCUMENT G701/CMa

NOV 01 2010 NOV 10 2010

(Instructions on reverse side)

OWNER
 CONSTRUCTION MANAGER PCO # 63 92
 ARCHITECT #1155 - BP#1
 CONTRACTOR
 FIELD
 OTHER

PROJECT: DENFELD HIGH SCHOOL
 (Name and address) 4405 WEST 4TH STREET
 DULUTH, MINNESOTA 55807

CHANGE ORDER NO.: 331-010

INITIATION DATE: 10/19/10

TO CONTRACTOR: NORTHLAND CONCRETE AND MASONRY COMPANY, LLC
 (Name and address) 12026 RIVERWOOD DRIVE
 BURNSVILLE, MINNESOTA 55337

PROJECT NOS.: 0807-03
 Contract #331
 CONTRACT FOR: CIP Concrete/Foundations/
 Walks

CONTRACT DATE: 6/25/09

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for PR-074 as noted on attached page.

RECEIVED
 NOV 18 2010

I.S.D.#709
 FACILITIES MGMT

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	946,700.00
Net change by previously authorized Change Orders	\$	239,041.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	1,185,741.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	(3,004.00)
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	1,182,737.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

PROGRAM MANAGER: JOHNSON CONTROLS, INC.
 ADDRESS 215 North 1st Avenue East, Rm. 100, Duluth, MN 55802

ARCHITECT: DSGW ARCHITECTS
 ADDRESS 2 West First Street, Duluth, MN 55801

BY: *[Signature]* DATE: 11/7/10
 CONSTRUCTION MANAGER: BOSSARDT CORPORATION
 ADDRESS 8300 Norman Center Drive, Ste. 770, Mpls, MN 55437

BY: *[Signature]* DATE: 11/8/10

BY: *[Signature]* DATE: 10/1/10
 CONTRACTOR: NORTHLAND CONCRETE AND MASONRY COMPANY, LLC
 ADDRESS: 12026 Riverwood Drive, Burnsville, MN 55337

OWNER: INDEPENDENT SCHOOL DISTRICT #709
 ADDRESS 215 North 1st Avenue East, Duluth, MN 55802

BY: *[Signature]* DATE: 10/29/10

BY: _____ DATE: _____



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FACILITIES MANAGEMENT

Independent School District No. 709

Located at 101 East 3rd Street

*Mailing Address: 215 North 1st Avenue East
Duluth, Minnesota 55802*

Construction Management (218) 336-8907


Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

Memorandum

To: Bill Hanson
School Board Members

From: Kerry M. Leider 

Date: December 2, 2010

Re: Bid #1197 – Asbestos Abatement – Phase 2 at Denfeld High School – Northern Environmental Services – Change Order #4

Bid #1197 – Asbestos Abatement – Phase 2 at Denfeld High School was approved at the Regular School Board Meeting on July 20, 2010 with a base bid of \$42,015.00

Change Order #4 to this bid is for removal of ACM on pipes and floor tiles, removal of ACM tar from bricks, to cut and wrap ACM TSI in the janitor's closet and to clean up ACM TSI debris and contaminated rubble resulting in an increase of \$39,815.00.

Recommendation:

It is recommended the School Board approve the change order as listed above pertaining to Bid #1197 – Asbestos Abatement – Phase 2 at Denfeld High School adding \$39,815.00 to the previously awarded base bid and change orders for a new contract total of \$118,962.00.

Attachment


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Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address):
Denfeld High School
4405 West 4th Street
Duluth, MN 55807

CHANGE ORDER NUMBER: 004
INITIATION DATE: October 19, 2010

OWNER:
CONSTRUCTION MANAGER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO CONTRACTOR (Name and address):
NES- Northern Environmental Services
11057 East Highway 37
Hibbing, MN 55746

PROJECT NUMBERS: 8240 / 0082
CONTRACT DATE: July 20, 2010
CONTRACT FOR: Asbestos
Abatement- Phase II

THE CONTRACT IS CHANGED AS FOLLOWS:

1. T & M for removal of ACM TSI on pipes in Chior Room. Total: \$15,305.00
2. T & M for the clean up of ACM TSI debris and contaminated rubble, and removal of ACM TSI on pipes in the floor for both first floor bathrooms. Total: \$21,985.00
3. T & M for removal of ACM tar from bricks beneath the cap stones. Total: \$800.00
4. Wrap and cut of 65' lineal ACM TSI in the janitors closets on the 1st, 2nd and 3rd floors. Unit pricing of \$15 per/lineal foot applies as per NES's bid. Total amount: \$975.00
5. Removal of 750 sq. ft. of newly discovered ACM floor tiles in Room 141. Unit pricing of \$1/sq. ft. applies per NES's bid. Total: \$750.00

Total Amount: \$39,815.00

The original Contract Sum was	\$	42,015.00
Net change by previously authorized Change Orders	\$	37,132.00
The Contract Sum prior to this Change Order was	\$	79,147.00
The Contract Sum will be increased by this Change Order in the amount of	\$	39,815.00
The new Contract Sum including this Change Order will be	\$	118,962.00

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

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

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User Notes:

(1768239468)



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 101 East 3rd Street

Mailing Address: 215 North 1st Avenue East
Duluth, Minnesota 55802

Construction Management (218) 336-8907

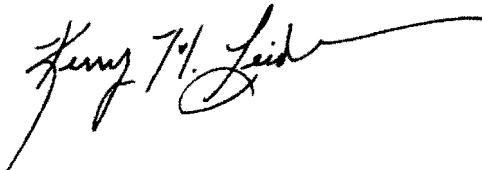
Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

Memorandum

To: Bill Hanson
School Board Members

From: Kerry M. Leider 

Date: December 2, 2010

Re: Bid #1197 – Asbestos Abatement – Phase 2 at Denfeld High School – Northern Environmental Services – Change Order #5

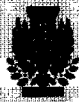
Bid #1197 – Asbestos Abatement – Phase 2 at Denfeld High School was approved at the Regular School Board Meeting on July 20, 2010 with a base bid of \$42,015.00

Change Order #5 to this bid is for removal of concrete flooring and ACM TIS on pipes in the floor for the north bathroom pipe chases resulting in an increase of \$6,800.00.

Recommendation:

It is recommended the School Board approve the change order as listed above pertaining to Bid #1197 – Asbestos Abatement – Phase 2 at Denfeld High School adding \$6,800.00 to the previously awarded base bid and change orders for a new contract total of \$125,762.00.

Attachment



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FACILITIES MGMT

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address): Denfeld High School 4405 West 4 th Duluth, MN 55807	CHANGE ORDER NUMBER: 005 INITIATION DATE: November 11, 2010	OWNER: <input checked="" type="checkbox"/> CONSTRUCTION MANAGER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): NES- Northern Environmental Services 11057 Highway 37 Hibbing, MN 55746	PROJECT NUMBERS: 8240 / 0082 CONTRACT DATE: July 20, 2010 CONTRACT FOR: Asbestos Abatement- Phase II	

THE CONTRACT IS CHANGED AS FOLLOWS:

1. Time and materials for the removal of concrete flooring and ACM TSI on pipes in the floor for the North 2nd and 3rd floor bathroom pipe chases.

Total amount: \$6,800

The original Contract Sum was	\$	42,015.00
Net change by previously authorized Change Orders	\$	76,947.00
The Contract Sum prior to this Change Order was	\$	118,962.00
The Contract Sum will be increased by this Change Order in the amount of	\$	6,800.00
The new Contract Sum including this Change Order will be	\$	125,762.00

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

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

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

Johnson Controls, Inc.
CONSTRUCTION MANAGER (Firm name)
 215 North 1st Avenue East, Room 100
 Duluth, MN 55802
ADDRESS

Environmental Troubleshooters
ARCHITECT (Firm name)
 3825 Grand Avenue
 Duluth, MN 55807
ADDRESS

BY (Signature)
 Kevin Strong, Program Manager
 (Typed name) **DATE:** 11-11-10

BY (Signature)
 Craig Wilson, President
 (Typed name) **DATE:** 11/17/10

NES- Northern Environmental Services
CONTRACTOR (Firm name)
 11057 Highway 37
 Hibbing, MN 55746
ADDRESS

ISD 709
OWNER (Firm name)
 215 North 1st Avenue East
 Duluth, MN 55802
ADDRESS

BY (Signature)
 Ruben Rusco, President
 (Typed name) **DATE:** 11-15-10

BY (Signature) _____
 (Typed name) **DATE:** _____



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 101 East 3rd Street

*Mailing Address: 215 North 1st Avenue East
Duluth, Minnesota 55802*

Construction Management (218) 336-8907

Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

Memorandum

To: Bill Hanson
School Board Members

From: Kerry M. Leider

Date: December 2, 2010

Re: Bid #1168 – Eastern (Ordean) High School Bid Package #3, Footings/Foundations and Retaining Walls – Contract #0331 – Change Order #10 – Northland Concrete and Masonry Company, LLC

Bid #1168 – Eastern (Ordean) High School Bid Package #3, Footings/Foundations and Retaining Walls - Contract #0331 was approved by the School Board on October 6, 2009 with a base bid of \$1,535,211.00.

Change Order #10 to this bid is to infill openings in area B and add 4" to the tank wall in the boiler room resulting in an increase of \$3,760.00.

Recommendation:

It is recommended the School Board approve the change order as listed above pertaining to Bid #1168, Bid Package #3 (Contract #0331) at Eastern (Ordean) High School adding \$3,760.00 to the previously awarded base bid and change orders for a new contract total of \$1,592,468.00.

Attachment

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMA
OCT 21 2010

OCT 27 2010

<input checked="" type="checkbox"/>	CONSTRUCTION MANAGER	PCO #	94
<input checked="" type="checkbox"/>	ARCHITECT		69
<input checked="" type="checkbox"/>	CONTRACTOR		
<input checked="" type="checkbox"/>	FIELD		
<input type="checkbox"/>	OTHER		

(Instructions on reverse side)

PROJECT:
(Name and address) EASTERN HIGH SCHOOL (BID # 1168)
30 NORTH 40TH AVENUE EAST
DULUTH, MINNESOTA 55804

CHANGE ORDER NO.: 0331.010
INITIATION DATE: 10/12/2010

TO CONTRACTOR:
(Name and address) NORTHLAND CONCRETE AND MASONRY COMPANY, LLC
12026 RIVERWOOD DRIVE
BURNSVILLE, MINNESOTA 55337

PROJECT NOS.: 0807.01
CONTRACT FOR: Contract #0331
Footings, Foundation
Wall & Retaining Walls
CONTRACT DATE: 10/7/2009

The Contract is changed as follows:

Provide labor and material as necessary to complete the work for Request Field Change Order #049 as noted on the attached page as RFCO #049.

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The original (Contract Sum) (Guaranteed Maximum Price) was	\$	1,269,200.00
Net change by previously authorized Change Orders	\$	319,508.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	1,588,708.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	3,760.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	1,592,468.00
The Contract Time will be (increased) (decreased) (unchanged) by		ZERO (-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

PROGRAM MANAGER: JOHNSON CONTROLS, INC.

ARCHITECT: ARCHITECTURAL RESOURCES, INC.

ADDRESS 215 North 1st Avenue East, Rm. 100, Duluth, MN 55802

ADDRESS 126 East Superior Street, Duluth, MN 55802

BY: [Signature] DATE: 10/28/10
CONSTRUCTION MANAGER: BOSSARDT CORPORATION

BY: [Signature] DATE: 10/28/10

ADDRESS 8300 Norman Center Drive, Ste. 770, Mpls, MN 55437

BY: [Signature] DATE: 10/20/10

CONTRACTOR: NORTHLAND CONCRETE AND MASONRY COMPANY, LLC OWNER: INDEPENDENT SCHOOL DISTRICT #709

ADDRESS: 12026 Riverwood Drive, Burnsville, MN 55337 ADDRESS 215 North 1st Avenue East, Duluth, MN 55802

BY: [Signature] DATE: 10/20/10

-- BY: _____ DATE: _____



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FACILITIES MANAGEMENT

Independent School District No. 709

Located at 101 East 3rd Street

Mailing Address: 215 North 1st Avenue East

Duluth, Minnesota 55802

Construction Management (218) 336-8907


Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

Memorandum

To: Bill Hanson
School Board Members

From: Kerry M. Leider 

Date: December 2, 2010

Re: Bid #1165 – Eastern Middle School Project – WS #24 – Wardrobe Lockers – JF Equipment, LLC – Change Order #3

Bid #1165, WS #24 – Wardrobe Lockers at East Middle School was approved at the Special School Board Meeting on October 6, 2009 with a bid of \$98,700.00.

Change Order #3 to this bid is for a revised locker layout resulting in a decrease of \$485.00.

Recommendation:

It is recommended the School Board approve the change order as listed above pertaining to Bid #1165, WS #24 – Wardrobe Lockers at East Middle School deducting \$485.00 from the previously awarded base bid and change orders for a new contract total of \$116,002.00.

Attachment



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Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address):
Eastern Middle School - Bid #1165
2900 East 4th Street
Duluth, MN 55812

CHANGE ORDER NUMBER: 003
INITIATION DATE: October 20th, 2010

OWNER:
CONSTRUCTION MANAGER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO CONTRACTOR (Name and address):
JF Equipment, LLC
2155 Peura Road
Cromwell, MN 55726

PROJECT NUMBERS: 080331 /
90281-2
CONTRACT DATE: October 7, 2009
CONTRACT FOR: Work Scope 24

THE CONTRACT IS CHANGED AS FOLLOWS:

Item No. 001 - PCO #189 - Deduct for revised locker layout per LHB PR #36.

Total Amount This Change Order: \$(485.00)

The original Contract Sum was	\$	98,700.00
Net change by previously authorized Change Orders	\$	17,787.00
The Contract Sum prior to this Change Order was	\$	116,487.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	485.00
The new Contract Sum including this Change Order will be	\$	116,002.00

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

The date of Substantial Completion as of the date of this Change Order therefore is June 1, 2012.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

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

Kraus-Anderson Construction Company
CONSTRUCTION MANAGER (Firm name)
8625 Rendova Street NE, PO Box 158, Circle Pines, MN
55014

LHB Engineers & Architects
ARCHITECT (Firm name)
21 West Superior Street Suite 500, Duluth, MN 55802

ADDRESS

BY (Signature)
Patrick Mulcahey
(Typed name) DATE: 11-5-10

ADDRESS

BY (Signature)
Kevin Holm
(Typed name) DATE: 11-8-10

JF Equipment, LLC
CONTRACTOR (Firm name)
2155 Peura Road, Cromwell, MN 55726

Duluth Public Schools - ISD #709
OWNER (Firm name)
215 North 1st Avenue East, Duluth, MN 55802

ADDRESS

BY (Signature)
Jeff Verkinnes
(Typed name) DATE: 10-26-2010

ADDRESS
BY (Signature)
(Typed name) DATE:



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 101 East 3rd Street

Mailing Address: 215 North 1st Avenue East

Duluth, Minnesota 55802

Construction Management (218) 336-8907


Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

Memorandum

To: Bill Hanson
School Board Members

From: Kerry M. Leider 

Date: December 2, 2010

Re: Bid #1165 – Eastern Middle School Project – WS #31 – Excavation/Site Earthwork – Arnt Construction Company, Inc. – Change Order #7

Bid #1165, WS #31 – Excavation/Site Earthwork at East Middle School was approved at the Special School Board Meeting on October 6, 2009 with a base bid of \$1,000,900.00.

Change Order #7 to this bid is for overtime work to complete the 1966 classroom remodel addition and pool foundations and structure resulting in an increase of \$10,809.00.

Recommendation:

It is recommended the School Board approve the change order as listed above pertaining to Bid #1165, WS #31 – Excavation/Site Earthwork at East Middle School adding \$10,809.00 to the previously awarded base bid and change orders for a new contract total of \$1,157,603.00.

Attachment



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Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address):
Eastern Middle School - Bid #1165
2900 East 4th Street
Duluth, MN 55812

CHANGE ORDER NUMBER: 007
INITIATION DATE: October 6th, 2010

OWNER:
CONSTRUCTION MANAGER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO CONTRACTOR (Name and address):
Arnt Construction Company, Inc.
2190 Phelps Road
PO Box 549
Hugo, MN 55038

PROJECT NUMBERS: 080331 /
90281-2
CONTRACT DATE: October 7, 2009
CONTRACT FOR: Work Scope 31

THE CONTRACT IS CHANGED AS FOLLOWS:

Item No. 001 - PCO #161 - Cost for working overtime from 8/2-9/10.

Total Amount This Change Order: \$10,809.00

The original Contract Sum was	\$	1,000,900.00
Net change by previously authorized Change Orders	\$	145,894.00
The Contract Sum prior to this Change Order was	\$	1,146,794.00
The Contract Sum will be increased by this Change Order in the amount of	\$	10,809.00
The new Contract Sum including this Change Order will be	\$	1,157,603.00


The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is June 1, 2012.

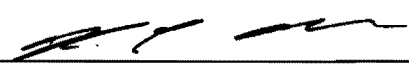
NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

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

Kraus-Anderson Construction Company
CONSTRUCTION MANAGER (Firm name)
8625 Rendova Street NE, PO Box 158, Circle Pines, MN
55014

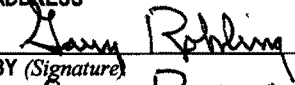
LHB Engineers & Architects
ARCHITECT (Firm name)
21 West Superior Street Suite 500, Duluth, MN 55802

ADDRESS

BY (Signature)
Patrick Mulcahey
(Typed name) DATE: 10-27-10

ADDRESS

BY (Signature)
Kevin Holm
(Typed name) DATE: 11-8-10

Arnt Construction Company, Inc.
CONTRACTOR (Firm name)
2190 Phelps Road, PO Box 549, Hugo, MN 55038

Duluth Public Schools - ISD #709
OWNER (Firm name)
215 North 1st Avenue East, Duluth, MN 55802

ADDRESS

BY (Signature)
GARY ROHLING
(Typed name) DATE: 10-27-10

ADDRESS
BY (Signature)
Tim Grover
(Typed name) DATE:



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 101 East 3rd Street

Mailing Address: 215 North 1st Avenue East

Duluth, Minnesota 55802

Construction Management (218) 336-8907


Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

Memorandum

To: Bill Hanson
School Board Members

From: Kerry M. Leider 

Date: December 2, 2010

Re: Bid #1165 – Eastern Middle School Project – WS #31 – Excavation/Site Earthwork – Arnt Construction Company, Inc. – Change Order #8

Bid #1165, WS #31 – Excavation/Site Earthwork at East Middle School was approved at the Special School Board Meeting on October 6, 2009 with a base bid of \$1,000,900.00.

Change Order #8 to this bid is for playground equipment revisions and rebar, to provide rock excavation for the sewer line, remove and replace subcut material, and a back charge for Northland Concrete and Masonry to pump water at the foundation resulting in an increase of \$11,612.00.

Recommendation:

It is recommended the School Board approve the change order as listed above pertaining to Bid #1165, WS #31 – Excavation/Site Earthwork at East Middle School adding \$11,612.00 to the previously awarded base bid and change orders for a new contract total of \$1,169,215.00.

Attachment



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Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address):
Eastern Middle School - Bid #1165
2900 East 4th Street
Duluth, MN 55812

CHANGE ORDER NUMBER: 008
INITIATION DATE: October 27th, 2010

OWNER:
CONSTRUCTION MANAGER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO CONTRACTOR (Name and address):
Amit Construction Company, Inc.
2190 Phelps Road
PO Box 549
Hugo, MN 55038

PROJECT NUMBERS: 080331 /
90281-2
CONTRACT DATE: October 7, 2009
CONTRACT FOR: Work Scope 31

THE CONTRACT IS CHANGED AS FOLLOWS:

Item No. 001 - PCO #084 - Add one swing bucket seat and deduct 1 seat belt. Reduce rubber depth. Replace plastic edge with concrete. Basketball hoops are not changing per LHB PR #16.

Total Amount Item No. 001: \$(1,952.00)

Item No. 002 - PCO #147 - Provide rock excavation for sewer line.

Total Amount Item No. 002: \$8,722.00

Item No. 003 - PCO #227 - Backcharge for Northland Concrete & Masonry to pump water at foundation.

Total Amount Item No. 003: \$(3,752.00)

Item No. 004 - PCO #232 - Labor and material for playground rebar per LHB PR #44.

Total Amount Item No. 004: \$202.00

Item No. 005 - PCO #147R - Remove and replace subcut material.

Total Amount Item No. 005: \$8,392.00

Total Amount This Change Order: \$11,612.00

The original Contract Sum was	\$	1,000,900.00
Net change by previously authorized Change Orders	\$	156,703.00
The Contract Sum prior to this Change Order was	\$	1,157,603.00
The Contract Sum will be increased by this Change Order in the amount of	\$	11,612.00
The new Contract Sum including this Change Order will be	\$	1,169,215.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is June 1, 2012.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 101 East 3rd Street

*Mailing Address: 215 North 1st Avenue East
Duluth, Minnesota 55802*

Construction Management (218) 336-8907


Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

Memorandum

To: Bill Hanson
School Board Members

From: Kerry M. Leider 

Date: December 2, 2010

Re: Bid #1165 – Eastern Middle School Project – WS #31 – Excavation/Site
Earthwork – Arnt Construction Company, Inc. – Change Order #9

Bid #1165, WS #31 – Excavation/Site Earthwork at East Middle School was approved at the Special School Board Meeting on October 6, 2009 with a base bid of \$1,000,900.00.

Change Order #9 to this bid is a back charge for Mavo, Inc. to clean the water/silt intrusion from the boiler rooms, air handler room and tunnel resulting in an decrease of \$5,469.00.

Recommendation:

It is recommended the School Board approve the change order as listed above pertaining to Bid #1165, WS #31 – Excavation/Site Earthwork at East Middle School deducting \$5,469.00 to the previously awarded base bid and change orders for a new contract total of \$1,163,746.00.

Attachment



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Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address):
Eastern Middle School - Bid #1165
2900 East 4th Street
Duluth, MN 55812

CHANGE ORDER NUMBER: 009
INITIATION DATE: November 2, 2010

OWNER:
CONSTRUCTION MANAGER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO CONTRACTOR (Name and address):
Arnt Construction Company, Inc.
2190 Phelps Road
PO Box 549
Hugo, MN 55038

PROJECT NUMBERS: 080331 /
90281-2
CONTRACT DATE: October 7, 2009
CONTRACT FOR: Work Scope 31

THE CONTRACT IS CHANGED AS FOLLOWS:

Item No. 001 - PCO #184 - Backcharge for Mavo to clean water/silt intrusion from boiler rooms, air handler room and connecting tunnel.

Total Amount Item No. 001: \$(5,496.00)

Total Amount This Change Order: \$(5,469.00)

The original Contract Sum was	\$	1,000,900.00
Net change by previously authorized Change Orders	\$	168,315.00
The Contract Sum prior to this Change Order was	\$	1,169,215.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	5,469.00
The new Contract Sum including this Change Order will be	\$	1,163,746.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is June 1, 2012.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

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

Kraus-Anderson Construction Company
CONSTRUCTION MANAGER (Firm name)
8625 Rendova Street NE, PO Box 158, Circle Pines, MN
55014

LHB Engineers & Architects
ARCHITECT (Firm name)
21 West Superior Street Suite 500, Duluth, MN 55802

ADDRESS
Patrick Mulcahey
BY (Signature)
Patrick Mulcahey
(Typed name) **DATE:** 11-5-10

ADDRESS
[Signature]
BY (Signature)
Kevin Holm
(Typed name) **DATE:** 11-8-10

Arnt Construction Company, Inc.
CONTRACTOR (Firm name)
2190 Phelps Road, PO Box 549, Hugo, MN 55038

Duluth Public Schools - ISD #709
OWNER (Firm name)
215 North 1st Avenue East, Duluth, MN 55802

ADDRESS
Gary Rohling
BY (Signature)
Gary Rohling
(Typed name) **DATE:** 11-4-10

ADDRESS
[Signature]
BY (Signature)
Tim Grover
(Typed name) **DATE:**



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 101 East 3rd Street

Mailing Address: 215 North 1st Avenue East

Duluth, Minnesota 55802

Construction Management (218) 336-8907


Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

Memorandum

To: Bill Hanson
School Board Members

From: Kerry M. Leider 

Date: December 2, 2010

Re: Bid #1195 – Asbestos Abatement- Phase 2 at the current East High School –
Change Order #4 – ACCT, Inc.

Bid #1195 – Asbestos Abatement – Phase 2 at the current East High School was approved at the Regular School Board Meeting on June 15, 2010 with a base bid of \$56,640.00.

Change Order #4 to this bid is to abate fan room elbow insulation, abate elbow insulation above drop ceilings, pressure wash foundation tar and re-clean and encapsulate containments due to demolition dust resulting in an increase of \$7,366.00.

Recommendation:

It is recommended the School Board approve the change order as listed above pertaining to Bid #1195 – Asbestos Abatement – Phase 2 at the current East High School adding \$7,366.00 to the previously awarded base bid and change orders for a new contract total of \$75,066.00.

Attachment



AIA

Document G701/CMa™ – 1992

RECEIVED
DEC 02 2010
I.S.D.#709
FACILITIES MGMT

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address):
East High (East Middle) School
2900 East 4th Street
Duluth, MN 55812

CHANGE ORDER NUMBER: 004
INITIATION DATE: December 1, 2010

OWNER:
CONSTRUCTION MANAGER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO CONTRACTOR (Name and address):
ACCT, Inc.
7290 Morris Thomas Road
Cloquet, MN 55720

PROJECT NUMBERS: 8240 / 0045
CONTRACT DATE: June 3, 2010
CONTRACT FOR: Bid #1195- Asbestos
Abatement, Phase II

THE CONTRACT IS CHANGED AS FOLLOWS:

1. On original bid alt. #1- to abate fan room elbow insulation. \$60.00
2. Abate 121ea. elbow insulation found above drop ceilings. \$746.00
3. Trial pressure wash foundation tar. \$367.00
4. Re-clean and encapsulate containments due to others creating demolition dust 4ea. separate times. \$6,193.00

Total Change: \$7,366.00

The original Contract Sum was	\$	56,640.00
Net change by previously authorized Change Orders	\$	11,060.00
The Contract Sum prior to this Change Order was	\$	67,700.00
The Contract Sum will be increased by this Change Order in the amount of	\$	7,366.00
The new Contract Sum including this Change Order will be	\$	75,066.00

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

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 101 East 3rd Street

Mailing Address: 215 North 1st Avenue East

Duluth, Minnesota 55802

Construction Management (218) 336-8907


Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

Memorandum

To: Bill Hanson
School Board Members

From: Kerry M. Leider 

Date: December 2, 2010

Re: Bid # 1183 – Lincoln Piedmont School (WS #33) – Demolition, Earthwork and Site Utilities – Northland Constructors of Duluth, LLC - Change Order #6

Bid #1183, WS #33 – Demolition, Earthwork and Site Utilities at Piedmont Elementary School was approved at the Special School Board Meeting on May 4, 2010 with a bid of \$1,535,211.00.

Change Order #6 to this bid is to increase the height of the retaining wall by four vertical feet resulting in an increase of \$12,600.00.

Recommendation:

It is recommended the School Board approve the change order as listed above pertaining to Bid #1183, WS #33 – Demolition, Earthwork and Site Utilities at Piedmont School adding \$12,600.00 to the previously awarded base bid and change orders for a new contract total of \$2,050,647.00.

Attachment

AIA Document G701/CMa™ - 1992

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address):
 Lincoln-Piedmont Elementary School
 2827 Chambersburg Avenue
 Duluth, MN 55811

CHANGE ORDER NUMBER: 006
INITIATION DATE: 10/25/10

OWNER:
CONSTRUCTION MANAGER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO CONTRACTOR (Name and address):
 Northland Constructors of Duluth, LLC
 4843 Rice Lake Road
 Duluth, MN 55803

PROJECT NUMBERS: 080020.00 /
 20213
CONTRACT DATE: 05/04/2010
CONTRACT FOR: General
 Construction

RECEIVED
 NOV 30 2010

THE CONTRACT IS CHANGED AS FOLLOWS:

Item No. 001 - PCO 039 Change retaining wall height \$12,600.00

Total Amount This Change Order \$12,600.00

I.S.D. #709
 FACILITIES MGMT

The original Contract Sum was	\$	1,535,211.00
Net change by previously authorized Change Orders	\$	502,836.00
The Contract Sum prior to this Change Order was	\$	2,038,047.00
The Contract Sum will be increased by this Change Order in the amount of	\$	12,600.00
The new Contract Sum including this Change Order will be	\$	2,050,647.00


The Contract Time will be increased by Zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is 7/18/2011.

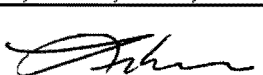
NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive..

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

Kraus-Anderson Construction Company
CONSTRUCTION MANAGER (Firm name)
 3716 Oneota Street, Duluth, MN 55807
ADDRESS

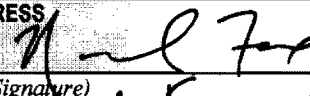
SJA Architects
ARCHITECT (Firm name)
 11 E. Superior St., Ste. 340, Duluth, MN 55802
ADDRESS


BY (Signature)
 Mike Dosan, Jr. 11-5-10
 (Typed name) **DATE:**


BY (Signature)
 Rick Stanius L. TROES 11-22-10
 (Typed name) **DATE:**

Northland Constructors of Duluth, LLLC
CONTRACTOR (Firm name)
 4843 Rice Lake Road, Duluth, MN 55803
ADDRESS

ISD #709 Duluth Public Schools
OWNER (Firm name)
 215 N. 1st Avenue East, Duluth, MN 55802
ADDRESS


BY (Signature)
 Nathaniel Fox 11/10/10
 (Typed name) **DATE:**

BY (Signature)
 (Typed name) **DATE:**

RESOLUTION**Certified Tax Levy 2010 Payable 2011**

BE IT RESOLVED, By the School Board of Independent School District No. 709, St. Louis County, Minnesota, to hereby set the Tax Levy for 2010 Payable 2011 at \$24,641,189.00.

Resolution B-12-10-2839

December 21, 2010

Minnesota Department of Education
Levy Limitation and Certification Report
2010 Payable 2011

District Number-Type: 0709-01
District Name: DULUTH PUBLIC SCHOOL DISTRICT
Home County: ST. LOUIS

Date Printed: 11/29/10
Limits Updated: 11/18/10
Certified Submitted: 11/29/10

	LIMIT	PROPOSED	CERTIFIED
SUBTOTALS BY LEVY CATEGORY			
GENERAL - RMV VOTER - JOBZ EXEMPT	4,865,721.28	4,865,721.28	4,865,721.28
GENERAL - RMV OTHER - JOBZ EXEMPT	949,922.28	949,922.28	949,922.28
GENERAL - NTC VOTER - JOBZ EXEMPT	0.00	0.00	0.00
GENERAL - NTC OTHER - JOBZ EXEMPT	4,440,550.54	4,440,550.54	4,440,550.54
COMMUNITY SERVICE - NTC OTHER - JOBZ EXEMPT	1,067,533.57	1,067,533.57	1,067,533.57
GENERAL DEBT - NTC VOTER - JOBZ NONEXEMPT	2,085,080.48	2,085,080.48	2,085,080.48
GENERAL DEBT - NTC OTHER - JOBZ NONEXEMPT	11,232,380.85	11,232,380.85	11,232,380.85
OPEB DEBT - NTC VOTER - JOBZ NONEXEMPT	0.00	0.00	0.00
OPEB DEBT - NTC OTHER - JOBZ NONEXEMPT	0.00	0.00	0.00
SUBTOTALS BY FUND			
GENERAL FUND	10,256,194.10	10,256,194.10	10,256,194.10
COMMUNITY SERVICES FUND	1,067,533.57	1,067,533.57	1,067,533.57
GENERAL DEBT SERVICE FUND	13,317,461.33	13,317,461.33	13,317,461.33
OPEB/PENSION DEBT SERVICE FUND	0.00	0.00	0.00
SUBTOTALS BY TAX BASE			
REFERENDUM MARKET VALUE	5,815,643.56	5,815,643.56	5,815,643.56
NET TAX CAPACITY	18,825,545.44	18,825,545.44	18,825,545.44
SUBTOTALS BY TRUTH IN TAXATION CATEGORY			
VOTER APPROVED	6,950,801.76	6,950,801.76	6,950,801.76
OTHER	17,690,387.24	17,690,387.24	17,690,387.24
TOTAL LEVY			
TOTAL LEVY	24,641,189.00	24,641,189.00	24,641,189.00

The school district must submit the completed original of this form to the home county auditor by December 29, 2010. A duplicate form must be submitted to Minnesota Department of Education, Program Finance Division, 1500 Highway 36 West, Roseville, MN 55113, by January 7, 2011.

The certified levy listed above is the levy voted by the school board for taxes payable in 2011.

Signature of School Board Clerk _____

Date of Certification _____

ISD 709 - Duluth Public Schools
 2010 Pay 2011 LEVY
 Comparison to Prior Year

ITEM	09 PAY 10	10 PAY 11	Change	Comments
RMV Referendum	4,911,343.52	4,861,433.08	(49,910.44)	All Levy
RMV Referendum			0.00	
Equity	484,093.42	469,524.30	(14,569.12)	All levy
Transition	484,093.42	469,524.30	(14,569.12)	All levy
Operating Capital	1,510,673.40	1,507,827.53	(2,845.87)	\$665,312 in Aid
Integration	646,197.30	626,566.10	(19,631.20)	\$1,461,988 Aid
Reemployment Insurance	130,718.00	385,533.34	254,815.34	Result of cuts.
Safe Schools	315,713.10	306,211.50	(9,501.60)	Pays for SRO's
Career & Technical	262,185.24	262,185.24	0.00	
Annual OPEB	351,292.05	689,026.00	337,733.95	State-wide limit
Health & Safety			0.00	increased.
Health & Safety			0.00	
Building/Land Lease	385,290.00	495,582.00	110,292.00	Lease contracts
Alternative Facilities	168,936.36	168,936.36	0.00	\$168,064 Aid
Health Insurance			0.00	
Health Benefits	242.40		(242.40)	
Tree Growth	1,914.04	1,914.04	0.00	
Sub-total for General Fund	9,652,692.25	10,244,263.79	591,571.54	6.1%
Basic Community Ed	650,565.00	650,565.00	0.00	
ECFE	253,324.89	262,763.12	9,438.23	
Home Visiting	9,524.80	9,628.80	104.00	
Adults w/Disabilities	30,000.00	30,000.00	0.00	
School-Age Care	90,000.00	94,500.00	4,500.00	
Sub-Total for Community Ed	1,033,414.69	1,047,456.92	14,042.23	1.4%
Initial Debt Service	12,657,091.00	14,413,891.41	1,756,800.41	
Sub-Total for Debt Service	12,657,091.00	14,413,891.41	1,756,800.41	13.9%

*For Dec
Agenda*

ADJUSTMENTS:

RMV Referendum - FY 11	6,486.82	4,288.10	(2,198.72)	
RMV Referendum - FY 09	0.00	0.10	0.10	
Equity - FY11	327.06	(1,035.92)	(1,362.98)	
Transition - FY11	327.06	(1,035.92)	(1,362.98)	
Equity - FY09	1,337.59	6,472.76	5,135.17	
Transition - FY09	1,337.59	6,472.76	5,135.17	
Operating Capital - FY 11	3,520.05	(650.51)	(4,170.56)	
Operating Capital - FY 09	3,367.88	2,297.31	(1,070.57)	
Integration - FY 11	6,432.19	(1,238.29)	(7,670.48)	
Integration - FY 09	8,417.16		(8,417.16)	
Reemployment Ins. - FY09	178.05	(4,886.91)	(5,064.96)	
Safe Schools - FY 09	9,481.59	99.00	(9,382.59)	
Health & Safety			0.00	
Maint PU/Other			0.00	
Building/Land Lease		14,971.30	14,971.30	
Alternative Facilities			0.00	
Health Insurance			0.00	
Health Benefits - FY09		74.64	74.64	
Abatement	20,058.30	1,815.78	(18,242.52)	
Advance Abatement	1,195.07	(15,713.89)	(16,908.96)	
Sub-Total for General Fund	62,466.41	11,930.31	(50,536.10)	-80.9%
Home Visiting - FY 11	196.80	104.00	(92.80)	
School-Age Care - FY 09	11,009.58	21,327.53	10,317.95	
Adults w/Disabilities & Other	(253.36)		253.36	
Abatement	423.86	61.92	(361.94)	
Advance Abatement	(0.75)	-1,416.80	(1,416.05)	
Sub-Total for Community Ed	11,376.13	20,076.65	8,700.52	76.5%
Reduction for Debt Excess	(169,124.19)	-1,122,954.46	(953,830.27)	
Abatement	16,989.72	12,656.82	(4,332.90)	
Advance Abatement	(149.28)	13,867.56	14,016.84	
Sub-Total for Debt Service	(152,283.75)	(1,096,430.08)	(944,146.33)	620.0%
General Fund	9,715,158.66	10,256,194.10	541,035.44	5.6%
Community Ed	1,044,790.82	1,067,533.57	22,742.75	2.2%
Debt Service	12,504,807.25	13,317,461.33	812,654.08	6.5%
TOTAL LEVY	23,264,756.73	24,641,189.00	1,376,432.27	5.9%

ITEMS IN BOLD Indicate those items where an underlevy will create a reduction in state aid and/or some other adverse adjustment to a current or future levy.

RESOLUTION2011 Legislative Platform

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the attached 2011 Duluth School District Legislative Platform be adopted.

Expenditure Contracts Signed – November 2010

For your information, Superintendent Dixon or the Director of Business Services has signed the following expenditure contracts during the month of November 2010:

Expenditure Contracts

<u>Name</u>	<u>Amount</u>	<u>Source</u>	<u>Description</u>
Abacus In Home Tutoring	\$20,000.00	NCLB	In Home Tutoring Services
Lakeview Christian Academy	13,500.00	Transp	Mileage reimbursement to transport students
Fond du lac Tribal & Community College	16,800.00	General	College in the Schools Programming
Russ Salgy	1,000.00	OEE	2010 Hmong New Year Celebration
Glen Cooper, LP	6,000.00	Habitat	Circle of Security Training
Toy Carson	400.00	OEE	Thai Cultural Presentations
Rosilyn Carroll	2,500.00	OEE	Dynamics of School Change Training
Stillwater Ventures DBA College Nannies & Tutors	20,000.00	NCLB	Supplemental Educational Services
Kellogg Square Apartments	4,475.00	General	Apartment Rental of Ron Soberg-Lobbyist
Dr.'s Paula Pedersen & Shelley Smith	2,990.00	OEE	Intercultural Leadership Project
Kirk/Jamie Nauman	20,000.00	Facilities	Construction Easement Agreement for Lester Park School
Karla Woodfill	2,000.00	Facilities	Construction Easement Agreement for Lester Park School

**NO CHILD LEFT BEHIND
Master Contract for Supplemental Educational Services**

This Contract entered into by and between Independent School District 709/ Duluth Public Schools (hereinafter referred to as DISTRICT) and Abacus In-Home Tutoring, Inc. hereinafter referred to as PROVIDER) for Supplemental Educational Services to DISTRICT students (hereinafter referred to as Students).

In consideration of the promises and the mutual covenants and agreements set forth in this Contract, the DISTRICT and PROVIDER agree as follows:

I. CONTRACT PURPOSE

- A The purpose of this Contract is to define the rights and obligations of the parties with respect to Supplemental Educational Services (SES) provided by PROVIDER to DISTRICT for Students under the provisions of No Child Left Behind (NCLB).
- B PROVIDER warrants that it is qualified to and able to provide the Supplemental Educational Services (SES) required by the DISTRICT for Students as described in each Student's Individual Learning Plan.

II. CONTRACT DURATION.

This contract shall become effective on September 10, 2010, and shall remain in effect until June 30, 2011.

III. PROVIDER RESPONSIBILITIES

- A. PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
- B. PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting and billing as specified by the DISTRICT.
- C. PROVIDER shall conduct criminal background checks for all its staff members who have direct contact with children under this contract.
 - a.) PROVIDER will obtain a criminal background check on each such of its staff members prior to such staff member providing any tutoring services under this contract. Criminal background checks will be obtained by the PROVIDER from the State of Minnesota Bureau of Criminal Apprehension and the county of the staff

member's residence, or, if such staff member has not resided in the current county or the State of Minnesota for at least six months, the next, most recent county and/or state of residence will be checked.

- b.) Any conviction appearing on a criminal background check must be presented by mail or courier to the Executive Director of Human Resources for the DISTRICT and the Federal Programs Supervisor for the DISTRICT. The PROVIDER shall include the following information on company letterhead: the name of the staff member, the work assignment, work location, and contact person along with a copy of the background report. The Executive Director of Human Resources will review the criminal background report and make the final decision as to whether or not the PROVIDERS staff member will be allowed to provide service to the DISTRICT under this contract. The PROVIDER must receive written DISTRICT approval before such staff member will be allowed to provide service under this contract.
- D. PROVIDER shall begin services within sixty (60) calendar days from the time the DISTRICT releases student registration information to the PROVIDER. If the PROVIDER is unable to start services within that time, the student will be assigned to another PROVIDER.
- E. PROVIDER is prohibited from offering incentives of any value to Parents/Guardians or their Students for selecting the PROVIDER'S Supplemental Educational Services. If student incentives are offered, the incentives must be appropriately related to the purpose of the student's Individual Learning Plan for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the Individual Learning Plan. Additionally, the incentive or reward must be directly related to a motivational activity that is part of the provider's plan to facilitate academic achievement. The cost of the incentives and/or rewards must be of nominal value and must not diminish the effectiveness of the original intent of Supplemental Educational Services as set forth in the "No Child Left Behind" legislation of 2001.
- F. PROVIDER shall complete their portion of the Individualized Learning Plan (ILP) for each student within thirty calendar days (30) of beginning services. PROVIDER will not be paid until an Individual Learning Plan is signed by the student's parent and is received and approved by the DISTRICT. PROVIDER shall make no changes in this Student's Individualized Learning Plan without the written consent of the DISTRICT and each Student's Parent/Guardian.
- G. PROVIDER shall provide Supplemental Educational Services to each Student in accordance with each Student's Individualized Learning Plan in a format established by the DISTRICT.

- H. PROVIDER shall provide a written progress report to the DISTRICT and each Student's Parent/Guardian a minimum of four times during the course of the service period or after each 25% of service has been provided, describing each Student's progress as it relates to the student's learning goals.
- I. PROVIDER shall notify DISTRICT of the location and/or change in location, at which it is providing services to DISTRICT'S eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each Student's instructional program by DISTRICT. Such access shall include unannounced monitoring visits. DISTRICT representatives shall have access to observe each Student at work, observe the instructional setting, interview the provider, and review each Student's progress and all student records maintained on site.
- J. PROVIDER shall maintain daily records of student services provided, including the name/address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.
- K. PROVIDER shall submit to DISTRICT monthly invoices in the manner prescribed by the DISTRICT.
- L. PROVIDER shall receive compensation only for sessions actually attended by DISTRICT students. Provider shall not receive compensation for student absences.
- M. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in the Student's Individual Learning Plan. A PROVIDER that desires to use DISTRICT facilities must make a separate application for use of facilities and when applicable, payment for such use. PROVIDER will follow the DISTRICT'S Use of Facilities procedures.
- N. PROVIDER shall retain any and all books, documents, papers, reports and any other records related to the services PROVIDER provides to each Student for six (6) years. PROVIDER agrees that the DISTRICT or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Contract.
- O. PROVIDER'S accounting practices and procedures relevant to this Contract shall also be subject to examination by the DISTRICT or its duly authorized representative as often as and during such times as

aforesaid. The DISTRICT, or its representative, may duplicate, use or disclose all data delivered under this Contract in any manner consistent with state and federal laws.

- P. PROVIDER shall neither assign nor transfer any part of his/her interest in this contract without the express written consent of DISTRICT.
- Q. All data created, collected, received, stored, used, maintained, or disseminated by PROVIDER in providing Supplemental Educational Services under this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and PROVIDER must comply with those requirements as if it were a government entity.

IV. DISTRICT RESPONSIBILITIES

- A. DISTRICT shall approve the Individual Learning Plan, which is developed by a TEACHER, the Student's Parent/Guardian and the PROVIDER.
- B. In consideration for services provided under the terms of this contract DISTRICT shall pay PROVIDER up to \$ 65 per hour, not to exceed One thousand eight hundred fifty one dollars and sixty five cents (\$1,851.65) for each student.
- C. Payments shall be made upon presentation of an accurately completed invoice within 35 days of the date of invoice.

V. INDEMNIFICATION

- A. PROVIDER shall indemnify, defend and hold DISTRICT harmless from and against any and all liability, judgments, costs, damages, claims or demands including reasonable attorney's fees, that arise out of the acts or omissions of PROVIDER, or its employees or agents and that arise out of the performance of this Agreement.
- B. DISTRICT shall indemnify, defend, and hold PROVIDER harmless from and against any and all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, that arise out of the acts or omissions of DISTRICT, or its employees or agents, and that arise out of the performance of this Agreement.

VI RIGHT TO WITHOLD

- A. DISTRICT may withhold payment to PROVIDER, upon written notice of such withholding, when in the opinion of the DISTRICT:
 - a. PROVIDER'S performance, in whole or in part, either has not

been carried out or is insufficiently documented.

- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely and accurate manner.

B. If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency.

VII. INSURANCE REQUIREMENTS

- A. PROVIDER shall provide an insurance certificate naming DISTRICT as an additional insured with the maximum liability limits established by Minn. Stat. § 466.04. The coverage required by this section must include Director's and Officer's Errors and Omissions coverage and coverage for any automobiles used for performance of the Contract as a part of general liability coverage.
- B. PROVIDER shall not cancel or revise any insurance coverage required by this section during the term of this Contract without the express written consent of DISTRICT.
- C. PROVIDER shall maintain coverage for Workers' Compensation at the level required by law.

VIII. RELATIONSHIP OF THE PARTIES

It is agreed that nothing contained in this Contract is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the DISTRICT and PROVIDER or as constituting PROVIDER as the agent, representative or employee of the DISTRICT for any purpose or in any manner whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this Contract. PROVIDER represents that it has, or will secure at its own expense, all personnel required to perform services under this Contract.

IX. AMENDMENTS

Any alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing as an amendment to this Contract and duly signed by the parties hereto. In the event any provision of this Contract is found to be contrary to state or federal law, then such provision shall be deemed invalid except to the

extent permitted by law, but all other provisions of the Contract shall continue in full force and effect.

X. TERMINATION OF CONTRACT

- A. If the PROVIDER is unable to meet each stated individual Student's goals and timelines as specified in the Statement of Goals, the DISTRICT may withdraw that Student from the PROVIDER'S services.
- B. If any Student has unexcused absences for more than three consecutive sessions scheduled during a semester or have unexcused absences for more than 25 percent of the scheduled sessions, the DISTRICT may withdraw such Student.
- C. A Student's Parent/Guardian may terminate service at any time, or request to change providers in consultation with and approval from the DISTRICT.
- D. This Contract may be canceled by either party, prior to said termination date upon thirty(30)days written notice to the other party and without showing cause.
- E. Upon receipt of notice of cancellation, PROVIDER shall discontinue provision of service on the date specified for each Student specified and cancel all expenditures related to the specific cancellation.
- F. PROVIDER shall maintain all records relating to performance of this contract and upon request shall submit all records to the DISTRICT.

XI. DEBARMENT AND SUSPENSION

PROVIDER in executing this agreement is certifying that it is not currently debarred, suspended, or proposed for debarment from participating in this or any other agreement by any federal department or agency.

XII. REMEDIES

Either party's failure to insist upon strict performance of any requirement of the Contract or to exercise any right contained in the Contract, shall not be a waiver or relinquishment of any requirement.

XIII. NOTICES

Any notice or demand, which may or must be given or made by a party to this Contract, under the terms of this Contract or any law or regulation, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

FOR DISTRICTFOR PROVIDER

Duluth Public Schools
215 North First Avenue East
Duluth, MN 55802

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received when it is actually received.

XIV. MINNESOTA LAW TO GOVERN

This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to the Contract shall be venued in the State of Minnesota.

XV. ENTIRE CONTRACT

This Contract shall constitute the full and complete Contract between the parties to the Contract. All prior representations, understandings and agreements are merged into this Contract and are superseded by this Contract.

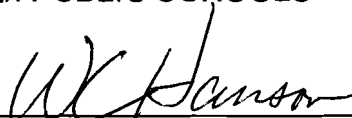
IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first written above.

Duluth PUBLIC SCHOOLS

PROVIDER

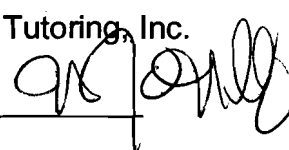
Abacus In-Home Tutoring, Inc.

By



By

Michael O'Malley



Title

CFO

Title

President

Date

11/30/10

Date

11/2/2010

Address: 1030 Carrin Drive

City, State, Zip: Tallahassee, FL 32311

LAKEVIEW CHRISTIAN ACADEMY

Guidelines for

TRANSPORTATION REIMBURSEMENT TO PARENTS

2010 - 2011

- 1. Each parent is to submit an initial odometer reading from home to school.
- 2. Request for payments must be made on Form 3326.1 "Invoice". These will be available at your school or from the Transportation Department.
 - A. The invoice must be signed.
 - B. The invoice must be submitted each month at your school. Claims older than 60 days will not be paid.
 - C. Under "description" list transportation of my children to Lakeview Christian Academy.

_____ days X _____ miles X 30 Cents per mile = reimbursement.
 (Round trip from home to school)

- 3. Mail or bring "Invoice" to your school and they will be submitted as a group to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
- 4. Reimbursement is per family when Duluth Public School is in session and only for their mileage. Car pool mileage should not be submitted. For the 2010 - 2011 school year one family reimbursement is maximum of \$300.00.
- 5. All reimbursement claims must be received at ISD 709 by June 10, 2011.

LAKEVIEW CHRISTIAN ACADEMY

BY Judd A. Benson
 Its Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY W. C. Hanson
 Director of Business Services

COLLEGE in the HIGH SCHOOL
OPERATING GUIDELINES
2010-2011 Academic Year

Fond du Lac Tribal & Community College (FDLTCC) and Duluth Central Secondary School enter into the following agreement to offer college classes in the secondary school in the College in the High School Program - A partnership with secondary schools.

1. The college courses shall be those which are regularly developed and taught at the campus of the sponsoring college, and which would be accepted as part of the general education requirement for the associate degree.

2. Teachers of college courses in high schools shall have (1) a master's degree, or 45 graduate quarter credits which would apply to a master's degree; (2) with a major in the subject area to be taught, or 23 graduate quarter credits which would apply to that major; (3) or has had at least 10 years of successful teaching in the subject area to be taught; and (4) must provide the college with a resume, transcripts, and teaching certificates.

3. Textbooks and other instructional material, which are specified in the course outline, shall be ordered through the college bookstore unless an exception is authorized by the college. The college mentor for the course will work with the instructor on textbook selection.

4. The course content and syllabus are to be followed. The high school instructor will be assisted and supported by a mentor designated by the college. The high school should make every effort to provide the high school instructor with as much extra preparation time as possible.

A. Course plans shall be developed which address:

- The length and number of class meetings and how they will be used to cover the subject matter of the course.
- Class lists and procedures for adding or dropping courses. (A student may drop a course within the first two weeks of class.) High school teachers must report all class withdrawals to the college two weeks before final grades are submitted to the college.
- Library resources and college writing expectations.
- Required materials and tests.
- Attendance policy and how it applies to grading.

B. For courses that are taught for the first time by a high school instructor where either (1) the course or (2) the high school instructor is receiving supervision for the first time by the cooperating college instructor, meetings shall take place as follows:

- At least one meeting between the cooperating college instructor and the high school instructor prior to the start of the course.
- At least three in-person observations per class section by the cooperating college instructor. Written reports of these observations shall be made to the program director, who will report to the Dean of Instruction, and to the high school principal.
- At least one follow-up meeting between the cooperating college instructor and the high school instructor. Any recommendations are to be given to the program director who will consult with the Dean as necessary.

C. For repeat courses or courses that continue as part of a sequence which involve both (1) the same high school instructor: and (2) the same cooperating college instructor, at least two meetings shall be arranged between the two instructors.

5. Class enrollment is restricted to students registered through Post-Secondary Enrollment Options, Concurrent Enrollment or Board Policy 111.01.03.

6. The high school will establish college approved selection criteria for admissions to the college courses with a priority given to those students who demonstrate the ability to benefit from college level course work. These criteria and standards for admissions shall be distributed to high school students by the high school.

The Minnesota State Colleges and Universities (MNSCU) Board Policy stated the following requirements shall apply (1) to high school students participating in the Post-Secondary Enrollment Options program in a community college; and (2) to community college courses taught by high school teachers, to high school students, through a cooperative arrangement between a community college, and a high school.

A. A 12th grade student is eligible and may be considered for enrollment if the high school certifies the student as being at, or above the 50th percentile in class rank.

B. An 11th grade student is eligible and may be considered for enrollment if the high school certifies the student as being at, or above the 66th percentile in class rank.

C. If a high school does not compute high school rank, a student may be admitted on the basis of an overall G.P.A. of 2.5 or greater if in 12th grade, and of 3.0 if in 11th grade.

D. The academic skills assessment program shall be administered by the college staff to high school students seeking to enroll. If the scores for any high school student indicate a lack of preparation for college level work, enrollment should not be approved.

E. An exception to the above standards may be approved by the community college president or provost based on a signed statement by the high school principal, or other authorized school official, indicating that the student could benefit from college courses, and is recommended for admission.

7. Parents of prospective students will be given an opportunity to meet with Instructor, Guidance Counselor, and College Representative to discuss the student's responsibilities.

8. The college will provide registration, grade reports, transcripts, maintain records for high school students, and award full college credit for successfully completed courses.

9. The high school will provide a qualified instructor, classroom and lab facilities (if needed), instructional materials (including textbooks), time for the instructor to plan the course and meet with the designated mentor.


The high school instructor will provide the designated mentor with a final class list (roster) before the end of the drop period usually two weeks from the start of school, will promptly notify the college of any withdrawals after the last drop day using forms provided by the college, and will provide the college with the students grades by the designated date

established by the college.

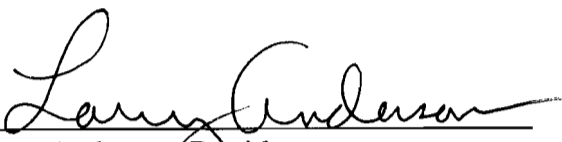
10. The course will be at no cost to the student.

11. A minimum of 12 students is needed to run any class at the high school under this program. This requirement may be waived at the discretion of the FDLTCC Dean.

12. Classes shall be discrete college or university level courses that must have at least 51% of the students taking the course for college credit. However, to help maintain the integrity of the class, schools should try to maintain as high a percentage of college credit students as possible with 100% being ideal.



Superintendent LFO



Larry Anderson, President
Fond du Lac Tribal & Community College

**FOND DU LAC TRIBAL AND COMMUNITY COLLEGE
COLLEGE IN THE SCHOOLS COURSES
2010/2011**

Duluth Central/ Denfeld High School

<u>Course</u>	<u>Semester</u>	<u>Semester Credits</u>	<u>Instructor</u>
LAW:			
LAW 1005- Careers in Criminal Justice	2	3	Ethan Fisher
Political Science:			
POLS 1010- American Government	1	3	Ethan Fisher
Psychology:			
PSYC 2001- General Psychology	2	4	John Bergum
Science:			
PHYS 1001- Introduction to Physics	AY	4	Cheryl Kurosky
CHEM 1010- General Chemistry I	AY	5	Cheryl Kurosky
CHEM 1011- General Chemistry II		5	

6 Classes X \$1,400= \$8,400

**FOND DU LAC TRIBAL AND COMMUNITY COLLEGE
COLLEGE IN THE SCHOOLS COURSES
2010/2011**

Duluth East High School

<u>Course</u>	<u>Semester</u>	<u>Semester Credits</u>	<u>Instructor</u>
Political Science:			
POLS 1010- American Government	1	3	Gayle Franckowiak
POLS 1010- American Government	2	3	Gayle Franckowiak
Psychology:			
PSYC 2001- General Psychology	1	4	Jon Flaa
PSYC 2001- General Psychology	2	4	Jon Flaa
Science:			
CHEM 1010- General Chemistry	AY	5	Cindy Grindy
PHYS 1001- Introduction to Physics	AY	4	Ted Ford
6 Classes X \$1,400= \$8,400			

AGREEMENT

THIS AGREEMENT made and entered into this 28th day of October, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and Russ Salgy, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of October 28, 2010, and shall remain in effect until December 5th, 2010, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide the following services: **2010 HMONG NEW YEAR CELEBRATION**

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 1,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. TIN Number [REDACTED].

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in the amount of \$1,000.00.

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

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

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

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

Mail: Russ Salgy, Copeland Community Center, 28 E. Village View Drive, Duluth, MN 55805

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


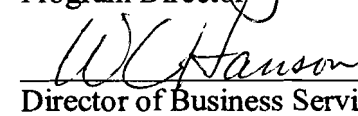
10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

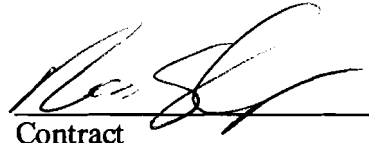
11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

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

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

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


 _____ 10/28/10
 Program Director date

 _____ 11/11/10
 Director of Business Service date


 _____ 10/28/10
 Contract date
 Russ Salby

~~2010 Hmong New Year Celebration~~

What is the goal /purpose of the proposed project?

The primary goals of the 2010 Hmong New Year Celebration are to create a better understanding of culture and values for the area Hmong youth population and to provide a cultural learning opportunity for the Twin Ports area.

For the Hmong community, a celebration of the New Year is important because the rituals surrounding New Year ensure health, spiritual wellness, and prosperity for each family for the upcoming year. It is an opportunity for Hmong elders to educate Hmong youth on the importance of heritage and family within the Hmong culture which will, in turn, build stronger families.

As a cultural learning opportunity, Hmong New Year 2010 will provide the Twin Ports community with a better understanding of Hmong family values and tradition. This understanding is important because it enhances the human connection between people of different cultures and increases life quality for the entire community.

Explain how the project will be carried out.

Traditionally, the Hmong New Year's gathering is a time for the community to reconnect as families and prepare for a healthy and prosperous new year through song, crafts, food and games. For the 2010 Hmong New Year Celebration, volunteer Hmong youth and their families will work together to plan, prepare, and share their rich New Year traditions and heritage through Hmong food, fashions, traditional and contemporary Hmong music, ball toss and a talent show.

Hmong youth will act as resources to the Twin Ports community by planning, sharing, and promoting the event.

We plan to promote this event through local media press releases, displaying flyers in the Twin Ports area, school newsletters, and ISD 709's Asian Cultural Center.

Identify who will be involved with the project implementation.

Russ Salgy, Director, Copeland Community Center
 Cher Pao Vang, Hmong Alliance Church
 Hmong Community Volunteers
 Bea Larson, Hmong Involvements
 Stacey Achterhoff,

PTD
 →



Habitat Program
Independent School District #709
Duluth, MN 55802

CONTRACT FOR PURCHASE OF CIRCLE OF SECURITY® Supervision

This contract, entered into this day November 1, 2010 by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Glen Cooper, LP,** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented of training and supervision in the **Circle of Security®**;

Whereas the AGENCY is duly qualified to perform these services for Habitat Program.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:

Staff training and development in assessment and intervention training, ongoing supervision and technical assistance in Circle of Security® to Habitat staff up to 5 hours a week at a cost of \$150 per hour;

2. The AGENCY shall perform these services electronically to staff at Habitat.
3. The approximate date the service will begin is November 1, 2010, and shall not extend beyond June 30, 2011; the contract is not to exceed a total cost of \$6,000.
4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows:

The Circle of Security® trainer will build upon previous themes learned by Habitat staff in training in Circle of Security Parenting Education and Circle of Security Assessment and Treatment Planning. The trainer will provide ongoing distance training and supervision and technical assistance in the Circle of Security® intervention protocol. Central to the supervision will be a focus upon access to a systematic approach for evaluating parental states of mind using the Circle of Security Interview, identifying precise strengths and lynchpin difficulties in parent/child interactions using Ainsworth's Strange Situation, creating specific intervention plans tailored to the unique themes of each parent/child dyad, and

Page 2 - Contract for Purchase of Circle of Security® supervision

supervision of the implementation of a detailed protocol addressing core intervention themes. The protocol will embody best practice and research/evidence based practice for infant and early childhood mental health. All training will be done within the context of the 'learner-friendly' accessibility provided by the Circle of Security Protocol. The underlying focus will be upon teaching a practical application for intervention with parent/child dyads (birth to five years). Central to this approach will be an emphasis upon differential diagnosis. An attachment oriented understanding of personality defenses will allow for a specific and unambiguous means of communicating with the underlying capacities available beneath the defensive process for each parent. Supervision will lead to certification as a Circle of Security Provider. Themes central to the training outcomes will include building observational skills via video review; building reflective functioning via video review; and dyadic regulation of affects as the foundation of treatment.

6. Either party may terminate this agreement as follows: Thirty (30) days written notice or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

.....
SIGNED:

Circle of Security
Name of Agency

By [Signature]
Authorized Agent

10/26/10
Date

.....
INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota
[Signature],
C.F.O. Executive Director of Business Services

Date 11/11/10

.....

AGREEMENT

THIS AGREEMENT made and entered into this Eighth day of November, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and Toy Carson, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of September 30, 2010, and shall remain in effect until May 30, 2010, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide the following services: Thai Cultural Presentations and Dance Classes arranged through the Asian Pacific Cultural Center.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed four hundred dollars (\$ 400.00). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. TIN Number [REDACTED]

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made upon receipt of invoice reimbursement form submitted by the contract after each event. Contractor will be paid twenty dollars (\$20.00) for each presentation / dance class completed.

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

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

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

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

Mail to: Toy Carson, 5301 Norwood Street, Duluth, MN 55804.

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

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

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

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

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

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

Program Director .date
W. C. Hanson 11/15/10

Director of Business Service date

10 - 28 - 10
Tom. Coon

Contract date

AGREEMENT

THIS AGREEMENT made and entered into this 9th day of November, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and Rosilyn Carroll an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of November 12, 2010, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide one (2) day of service (November 12 and 15, 2010) on **Dynamics of School Change** activities services:

- A. Staff Training: Presentation / Discussion with Integration Specialists, "Resistance & Persistence".
- B. Planning Session Facilitation: Education Equity Advisory Committee luncheon and follow-up meeting,
- C. Individual Consultation: Planning and mentoring time with Ron Hagland, Coordinator Office of Education Equity-Duluth Public Schools-ISD 709.
- D. Session Facilitation: Education Equity Advisory Committee from 5-9pm on November 15.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2500.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. TIN Number 471-56-1363.

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in full the amount of \$2500.00 after completion of service and receipt of invoice on the next regular accounts payable date.

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

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

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Rosilyn M. Carroll at 2500 Edgumbe Rd., St. Paul, Mn. 55116.

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


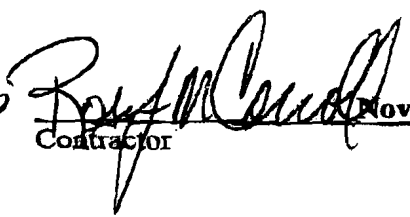
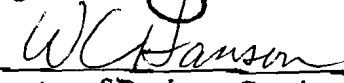
10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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

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

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

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

	11/12/10		Nov. 12, 2010
Program Director	date	Contractor	date
	11/18/10		
Director of Business Service	date		

**NO CHILD LEFT BEHIND
Master Contract for Supplemental Educational Services**

This Contract entered into by and between Independent School District 709/ Duluth Public Schools (hereinafter referred to as DISTRICT) and Stillwater Ventures DBA College Nannies & Tutors hereinafter referred to as PROVIDER) for Supplemental Educational Services to DISTRICT students (hereinafter referred to as Students).

In consideration of the promises and the mutual covenants and agreements set forth in this Contract, the DISTRICT and PROVIDER agree as follows:

I. CONTRACT PURPOSE

- A The purpose of this Contract is to define the rights and obligations of the parties with respect to Supplemental Educational Services (SES) provided by PROVIDER to DISTRICT for Students under the provisions of No Child Left Behind (NCLB).
- B PROVIDER warrants that it is qualified to and able to provide the Supplemental Educational Services (SES) required by the DISTRICT for Students as described in each Student's Individual Learning Plan.

II. CONTRACT DURATION.

This contract shall become effective on September 10, 2010, and shall remain in effect until June 30, 2011.

III. PROVIDER RESPONSIBILITIES

- A. PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
- B. PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting and billing as specified by the DISTRICT.
- C. PROVIDER shall conduct criminal background checks for all its staff members who have direct contact with children under this contract.
 - a.) PROVIDER will obtain a criminal background check on each such of its staff members prior to such staff member providing any tutoring services under this contract. Criminal background checks will be obtained by the PROVIDER from the State of Minnesota Bureau of Criminal Apprehension and the county of the staff

member's residence, or, if such staff member has not resided in the current county or the State of Minnesota for at least six months, the next, most recent county and/or state of residence will be checked.

- b.) Any conviction appearing on a criminal background check must be presented by mail or courier to the Executive Director of Human Resources for the DISTRICT and the Federal Programs Supervisor for the DISTRICT. The PROVIDER shall include the following information on company letterhead: the name of the staff member, the work assignment, work location, and contact person along with a copy of the background report. The Executive Director of Human Resources will review the criminal background report and make the final decision as to whether or not the PROVIDERS staff member will be allowed to provide service to the DISTRICT under this contract. The PROVIDER must receive written DISTRICT approval before such staff member will be allowed to provide service under this contract.
- D. PROVIDER shall begin services within sixty (60) calendar days from the time the DISTRICT releases student registration information to the PROVIDER. If the PROVIDER is unable to start services within that time, the student will be assigned to another PROVIDER.
- E. PROVIDER is prohibited from offering incentives of any value to Parents/Guardians or their Students for selecting the PROVIDER'S Supplemental Educational Services. If student incentives are offered, the incentives must be appropriately related to the purpose of the student's Individual Learning Plan for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the Individual Learning Plan. Additionally, the incentive or reward must be directly related to a motivational activity that is part of the provider's plan to facilitate academic achievement. The cost of the incentives and/or rewards must be of nominal value and must not diminish the effectiveness of the original intent of Supplemental Educational Services as set forth in the "No Child Left Behind" legislation of 2001.
- F. PROVIDER shall complete their portion of the Individualized Learning Plan (ILP) for each student within thirty calendar days (30) of beginning services. PROVIDER will not be paid until an Individual Learning Plan is signed by the student's parent and is received and approved by the DISTRICT. PROVIDER shall make no changes in this Student's Individualized Learning Plan without the written consent of the DISTRICT and each Student's Parent/Guardian.
- G. PROVIDER shall provide Supplemental Educational Services to each Student in accordance with each Student's Individualized Learning Plan in a format established by the DISTRICT.

- H. PROVIDER shall provide a written progress report to the DISTRICT and each Student's Parent/Guardian a minimum of four times during the course of the service period or after each 25% of service has been provided, describing each Student's progress as it relates to the student's learning goals.
 - I. PROVIDER shall notify DISTRICT of the location and/or change in location, at which it is providing services to DISTRICT'S eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each Student's instructional program by DISTRICT. Such access shall include unannounced monitoring visits. DISTRICT representatives shall have access to observe each Student at work, observe the instructional setting, interview the provider, and review each Student's progress and all student records maintained on site.
 - J. PROVIDER shall maintain daily records of student services provided, including the name/address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.
 - K. PROVIDER shall submit to DISTRICT monthly invoices in the manner prescribed by the DISTRICT.
 - L. PROVIDER shall receive compensation only for sessions actually attended by DISTRICT students. Provider shall not receive compensation for student absences.
 - M. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in the Student's Individual Learning Plan. A PROVIDER that desires to use DISTRICT facilities must make a separate application for use of facilities and when applicable, payment for such use. PROVIDER will follow the DISTRICT'S Use of Facilities procedures.
 - N. PROVIDER shall retain any and all books, documents, papers, reports and any other records related to the services PROVIDER provides to each Student for six (6) years. PROVIDER agrees that the DISTRICT or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Contract.
 - O. PROVIDER'S accounting practices and procedures relevant to this Contract shall also be subject to examination by the DISTRICT or its duly authorized representative as often as and during such times as
-

aforesaid. The DISTRICT, or its representative, may duplicate, use or disclose all data delivered under this Contract in any manner consistent with state and federal laws.

- P. PROVIDER shall neither assign nor transfer any part of his/her interest in this contract without the express written consent of DISTRICT.
- Q. All data created, collected, received, stored, used, maintained, or disseminated by PROVIDER in providing Supplemental Educational Services under this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and PROVIDER must comply with those requirements as if it were a government entity.

IV. DISTRICT RESPONSIBILITIES

- A. DISTRICT shall approve the Individual Learning Plan, which is developed by a TEACHER, the Student's Parent/Guardian and the PROVIDER.
- B. In consideration for services provided under the terms of this contract DISTRICT shall pay PROVIDER up to \$_66.13_per hour (28 total hours), not to exceed .One thousand eight hundred fifty one dollars and sixty five cents (\$1,851.65) for each student.
- C. Payments shall be made upon presentation of an accurately completed invoice within 35 days of the date of invoice.

V. INDEMNIFICATION

- A. PROVIDER shall indemnify, defend and hold DISTRICT harmless from and against any and all liability, judgments, costs, damages, claims or demands including reasonable attorney's fees, that arise out of the acts or omissions of PROVIDER, or its employees or agents and that arise out of the performance of this Agreement.
- B. DISTRICT shall indemnify, defend, and hold PROVIDER harmless from and against any and all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, that arise out of the acts or omissions of DISTRICT, or its employees or agents, and that arise out of the performance of this Agreement.

VI RIGHT TO WITHHOLD

- A. DISTRICT may withhold payment to PROVIDER, upon written notice of such withholding, when in the opinion of the DISTRICT:
 - a. PROVIDER'S performance, in whole or in part, either has not

been carried out or is insufficiently documented.

b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

c. PROVIDER has failed to submit the invoice in a timely and accurate manner.

B. If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency.

VII. INSURANCE REQUIREMENTS

A. PROVIDER shall provide an insurance certificate naming DISTRICT as an additional insured with the maximum liability limits established by Minn. Stat. § 466.04. The coverage required by this section must include Director's and Officer's Errors and Omissions coverage and coverage for any automobiles used for performance of the Contract as a part of general liability coverage.

B. PROVIDER shall not cancel or revise any insurance coverage required by this section during the term of this Contract without the express written consent of DISTRICT.

C. PROVIDER shall maintain coverage for Workers' Compensation at the level required by law.

VIII. RELATIONSHIP OF THE PARTIES

It is agreed that nothing contained in this Contract is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the DISTRICT and PROVIDER or as constituting PROVIDER as the agent, representative or employee of the DISTRICT for any purpose or in any manner whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this Contract. PROVIDER represents that it has, or will secure at its own expense, all personnel required to perform services under this Contract.

IX. AMENDMENTS

Any alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing as an amendment to this Contract and duly signed by the parties hereto. In the event any provision of this Contract is found to be contrary to state or federal law, then such provision shall be deemed invalid except to the

extent permitted by law, but all other provisions of the Contract shall continue in full force and effect.

X. TERMINATION OF CONTRACT

- A. If the PROVIDER is unable to meet each stated individual Student's goals and timelines as specified in the Statement of Goals, the DISTRICT may withdraw that Student from the PROVIDER'S services.
- B. If any Student has unexcused absences for more than three consecutive sessions scheduled during a semester or have unexcused absences for more than 25 percent of the scheduled sessions, the DISTRICT may withdraw such Student.
- C. A Student's Parent/Guardian may terminate service at any time, or request to change providers in consultation with and approval from the DISTRICT.
- D. This Contract may be canceled by either party, prior to said termination date upon thirty(30)days written notice to the other party and without showing cause.
- E. Upon receipt of notice of cancellation, PROVIDER shall discontinue provision of service on the date specified for each Student specified and cancel all expenditures related to the specific cancellation.
- F. PROVIDER shall maintain all records relating to performance of this contract and upon request shall submit all records to the DISTRICT.

XI. DEBARMENT AND SUSPENSION

PROVIDER in executing this agreement is certifying that it is not currently debarred, suspended, or proposed for debarment from participating in this or any other agreement by any federal department or agency.

XII. REMEDIES

Either party's failure to insist upon strict performance of any requirement of the Contract or to exercise any right contained in the Contract, shall not be a waiver or relinquishment of any requirement.

XIII. NOTICES

Any notice or demand, which may or must be given or made by a party to this Contract, under the terms of this Contract or any law or regulation, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

FOR DISTRICT

Duluth Public Schools
215 North First Avenue East
Duluth, MN 55802

FOR PROVIDER

Peter Coffin
1612 Randolph Ave
St. Paul, MN 55105

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received when it is actually received.

XIV. MINNESOTA LAW TO GOVERN

This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to the Contract shall be venued in the State of Minnesota.

XV. ENTIRE CONTRACT

This Contract shall constitute the full and complete Contract between the parties to the Contract. All prior representations, understandings and agreements are merged into this Contract and are superseded by this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first written above.

Duluth PUBLIC SCHOOLS

PROVIDER

By WCHansonBy [Signature]Title CFoTitle General ManagerDate 11/18/10Date 11/7/10Address 1612 Randolph AveCity,State,Zip St. Paul, MN 55105FederalTaxID 201827831PhoneNumber (651) 280-4401
(include Area Code)Fax (651) 209-8783
(include Area Code)

1. PARTIES

This lease is entered into between KELLOGG SQUARE APARTMENTS, LLC, hereinafter LANDLORD, and ISD 709, DULUTH SCHOOL DISTRICT, hereinafter RESIDENT.

2. PREMISES

LANDLORD hereby rents to RESIDENT and RESIDENT rents from LANDLORD Apartment Number 1412 in Building Number —, Garage Space Number — and Storage Locker Number —, hereinafter the "Premises", located at the property known as KELLOGG SQUARE, in the City of SAINT PAUL, County of RAMSEY, State of Minnesota.

3. TERM

The term of this lease shall be from the 1ST day of JANUARY, 2011 through 12:00 noon on the 31st day of MAY, 2011, unless extended as set forth in Section 7 below.

4. OCCUPANTS

The Premises will be used as a residence by the following persons only:

- | | |
|-----------------------|------------|
| 1. ROM SOBERG Age () | 2. Age () |
| 3. Age () | 4. Age () |
| 5. Age () | 6. Age () |

5. RENT

RESIDENT agrees to pay to LANDLORD monthly rent in the amount of \$895.00 for the Apartment, \$/NA for the Garage Space and \$/NA for the Storage Locker, for a total sum of \$4475.00. Such rent shall be paid in equal installments of \$895.00 per month for the entire term of the lease. All rent shall be paid by RESIDENT to LANDLORD at the office of the Resident Manager.

It is understood that RESIDENT is taking possession of the Premises on the 1st day of JANUARY, 2011, and is to pay the sum of \$895.00 as rent from that date through the 31st day of JANUARY, 2011. The second month's rent payment of \$895.00 will be due and payable on the first day of FEBRUARY, 2011. The full monthly rent as set forth above will be due and payable on the first day of each month thereafter.

6. RENT DELINQUENCY AND NSF CHECKS

If RESIDENT does not pay the full amount of the rent shown in paragraph 5 by the end of the 5th day of the month, RESIDENT agrees to pay LANDLORD \$50 on the 6th day of the month as a late fee. RESIDENT also agrees to pay a fee of \$30 for each NSF check plus all applicable late fees. LANDLORD will not accept personal checks after one NSF check.

RESIDENT shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall LANDLORD'S acceptance of a partial payment constitute accord and satisfaction. Nor will LANDLORD'S acceptance of a partial payment forfeit LANDLORD'S right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check, or pursue any other remedy available under this lease.

7. TERMINATION OR EXTENSION OF LEASE

If either party desires to terminate this lease at the end of the initial term, such party shall give the other party written notice of intention to terminate at least sixty (60) days before the termination date and before the first day of the month. By way of illustration, suppose the lease is for a one (1) year term, from January 1, to December 31, 1999. In order for either party to terminate the lease at the end of the initial term, namely December 31, 1999, one party must give the other party written notice on or before October 31, 1999.

If neither party has terminated this lease at the end of its initial term, the lease and all covenants herein will be renewed automatically until terminated by either party by written notice to the other of intention to terminate; provided that (i) the termination date shall be effective only as of the end of a calendar month, and (ii) such written notice of termination must be received by the other party prior to the beginning of the month immediately preceding the month in which the termination date will occur. For example, if the lease is not terminated at the end of its initial term and RESIDENT wishes to terminate it as of April 30, RESIDENT must give written notice of such termination so that LANDLORD receives it before March 1.

When this lease terminates, for whatever reason, RESIDENT shall promptly remove all personal property belonging to RESIDENT or persons claiming through RESIDENT from the Apartment, Garage and Storage Locker, and surrender them in good condition and repair, broom-clean, reasonable wear and tear accepted. All keys to the Apartment and Garage shall be returned to LANDLORD and the lock on the Storage Locker shall be removed.

B. DUTY TO PAY AFTER EVICTION

If RESIDENT is evicted because RESIDENT violates a term of this lease, whether or not LANDLORD obtains a court order to enforce the eviction, RESIDENT agrees to pay the full monthly rent until the earlier of (a) the end of the initial term or if the initial term has already ended, the end of the second full month after RESIDENT is evicted; or (b) the Apartment is re-rented. This provision shall survive termination of the lease for any reason.

9. SECURITY DEPOSIT

RESIDENT agrees to deposit with LANDLORD \$ 400.00 as a security deposit. Within three (3) weeks after the termination of this tenancy AND receipt by LANDLORD in writing of RESIDENT'S mailing address or delivery instructions, LANDLORD will return the security deposit to RESIDENT together with simple interest pursuant to Minnesota state law beginning at the start of occupancy OR furnish to RESIDENT a written statement showing the specific reasons why LANDLORD has withheld the deposit or any portion thereof. LANDLORD may withhold from the security deposit amounts reasonably necessary to: (1) remedy RESIDENT'S default in the payment of rent or any other amounts due to LANDLORD under this lease, and (b) restore the Premises to the condition

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at the commencement of the residency, ordinary wear and tear excepted. Nail holes are not considered normal wear and tear. If the security deposit is insufficient for the purposes stated above, then RESIDENT shall be liable for the excess.

10. MANAGER

The property is managed by Sentinel Management Company, LLC whose business address is 5215 Edina Industrial Boulevard, Suite 100, Edina, Minnesota 55439. Sentinel Management Company, LLC is the agent of the LANDLORD and is empowered to accept service of process and to receive and give receipt for notices and demands.

11. USE

RESIDENT agrees to use the Apartment only as a residence for the purposes designated as Occupants and to use the Garage Space only for an automobile owned or leased by an Occupant. RESIDENT further agrees to the following conditions:

- (a) RESIDENT shall not sublet the Premises or assign the lease without the WRITTEN permission of LANDLORD.
- (b) Neither RESIDENT nor any OCCUPANT shall conduct a business of any kind on the Premises.
- (c) Neither RESIDENT nor any OCCUPANT shall use the Premises, common areas, or area surrounding the Building nor allow any dependent/s or guests to manufacture, sell, give away, barter, deliver, exchange, distribute or possess with the intent to manufacture, sell, give away, barter, exchange, or distribute any illegal drugs.
- (d) Neither RESIDENT nor any OCCUPANT shall unreasonably disturb the quiet and peaceful possession of the Premises by other residents.
- (e) RESIDENT and OCCUPANTS shall keep the Garage Space in a clean (broom swept) and sanitary condition, and shall not use the Garage Space so as to interfere with any adjoining garage space or common area. Garage doors (where applicable) shall be kept closed. The Garage Space shall not be used for storage of personal property of any kind.
- (f) Neither RESIDENT nor any OCCUPANT shall affix any lock or other permanent hardware on the Premises or use or store any large appliance within the Premises without the written permission of LANDLORD.
- (g) Neither RESIDENT nor any OCCUPANT shall permit anything to be thrown out of the windows; nothing shall be hung on the outside of the windows or placed on the outside window sills of any window in the Building; the halls, stairways, patios, balconies, garages and other common areas shall not be used for the storage of furniture or other articles.
- (h) Neither RESIDENT nor any OCCUPANT shall install any aerials, antennas or other electrical connections within the Apartment or on the Building exterior.
- (i) RESIDENT and OCCUPANTS shall keep the Storage Locker in a clean and sanitary condition. RESIDENT shall provide a removable lock for the Storage Locker and keep such Storage Locker locked at all times when not in use.
- (j) Neither RESIDENT nor any OCCUPANT shall paint or affix wallpaper or contact paper without the written permission of LANDLORD.
- (k) Neither RESIDENT nor any OCCUPANT shall interfere with the management of the property.
- (l) RESIDENT and OCCUPANTS shall surrender the Premises to LANDLORD when tenancy is terminated as provided in Section 7 above.

12. SATELLITE DISHES AND ANTENNAE

The installation of satellite dishes or antennae in spaces exclusively within the control of RESIDENT is subject to special FCC requirements and reasonable rules and regulations of LANDLORD. If RESIDENT wants to install satellite dishes or antennae in spaces exclusively within RESIDENT'S control, he/she must come to the management office to obtain the rules regarding the installation of satellite dishes or antennae. RESIDENT will be required to sign a separate Indemnity and Hold Harmless Agreement that makes RESIDENT responsible for the installation, removal, and any damage caused by a dish or antenna.

13. ASBESTOS

RESIDENT acknowledges that it has been expressly disclosed to RESIDENT by LANDLORD that the Building and Premises contain asbestos-containing materials, including ceiling material, vinyl asbestos floor tile, and certain pipe and mechanical equipment insulation. The acknowledgement by RESIDENT of the presence of asbestos does not in any manner impose any liability or responsibility on RESIDENT for removal, treatment, or abatement of such material, provided, however, that RESIDENT shall not intentionally disturb or damage asbestos-containing material without prior notice to LANDLORD, so that proper safety procedures may be implemented.

In the event LANDLORD elects to remove or abate asbestos-containing material from the Premises and this activity interferes with RESIDENT'S use or occupancy of the Apartment, LANDLORD shall relocate RESIDENT to a comparable apartment for the duration of the project, without any cost to RESIDENT.

14. PERSONAL PROPERTY OF LANDLORD

The Apartment is furnished in part with personal property (refrigerator, range, disposal, dishwasher, etc.), which belongs to LANDLORD. RESIDENT agrees to maintain and preserve this personal property and to return it to LANDLORD at the conclusion of this lease in the same condition in which it was received, with the exception of ordinary wear and tear.

15. RENTAL APPLICATION

The Rental Application executed by RESIDENT is hereby made a part of the lease. Any misrepresentation of material fact contained in the application shall constitute a material breach of the lease and entitle LANDLORD to pursue its remedies under Section 17.

16. EXPENSES AND COSTS OF ENFORCEMENT

RESIDENT agrees to pay to LANDLORD all expenses and costs, including reasonable attorney fees, incurred by LANDLORD in enforcing the terms of the lease. This includes court costs and attorney's fees even if rent is paid after legal action is started.

17. BREACH OF LEASE AND LANDLORD'S REMEDIES

If RESIDENT breaches the lease, LANDLORD shall have the right to immediately terminate the lease, have the RESIDENT evicted and sue the RESIDENT for damages, OR affirm the lease and sue the RESIDENT for damages. Damages shall include, but not be limited to, all costs incurred by LANDLORD in attempting to re-rent the Premises, including painting and shampooing. In addition, if LANDLORD brings any legal action or collection proceeding against RESIDENT, RESIDENT shall pay LANDLORD'S actual attorney's fees, court costs, filing fees and service fees, including collection agency fees, even if rent is paid after legal action is started. RESIDENT agrees that all of the above costs, fees and charges may be deducted from the security deposit and interest earned thereon. If LANDLORD commences an Unlawful Detainer action as a result of RESIDENT'S breach of the lease and RESIDENT cures such breach

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and remains in possession of the Premises, any further breach of the lease by RESIDENT shall give LANDLORD, in addition to any other remedies provided in this lease or by law, the right to repossess the Premises regardless of RESIDENT'S cure or attempted cure of such further breach.

By way of illustration, and not of limitation, the following activities of RESIDENT shall constitute breaches of lease:

- (a) If RESIDENT fails to pay the full amount of rent or any other sums when due.
- (b) If RESIDENT fails to inform LANDLORD of all persons residing at the Premises and fails to receive LANDLORD'S written approval for the same.
- (c) If RESIDENT or any OCCUPANT keeps a pet or allows a pet in the Premises or on the common grounds, other than approved domestic cats (no more than two), small caged birds or tropical fish which are permitted.
- (d) If RESIDENT or any OCCUPANT fails to maintain the Premises in a clean and sanitary condition.
- (e) If the conduct of RESIDENT, any OCCUPANT, or any guest of either RESIDENT or OCCUPANT is so objectionable or improper as to unreasonably interfere with the use and quiet enjoyment of the Building by other residents.
- (f) If RESIDENT fails to reimburse LANDLORD for repairs made necessary to the property of LANDLORD by the negligence, neglect, misuse or abuse of RESIDENT, any OCCUPANT or any guest of either RESIDENT or OCCUPANT.
- (g) If RESIDENT, any OCCUPANT or any guest of either RESIDENT or OCCUPANT causes serious damage to the Premises or common areas.
- (h) If RESIDENT, any OCCUPANT or any guest of either RESIDENT or OCCUPANT unlawfully possesses any illegal object or substance, including drugs/narcotics, at the property.
- (i) If RESIDENT, any OCCUPANT or any guest of either RESIDENT or OCCUPANT engages in or permits unlawful activity on the Premises, common areas or anywhere else on the property.
- (j) If RESIDENT has provided any false information in connection with RESIDENT'S application to rent the Premises.

Acceptance of rent does not waive LANDLORD'S right to evict RESIDENT for any past or existing violation of any term of the lease.

18. LANDLORD'S DUTIES

- (a) LANDLORD will maintain the Premises and all common areas for the use intended by the parties.
- (b) LANDLORD will maintain the Premises in reasonable repair during the term of the lease, except when the disrepair has been caused by the willful, malicious, negligent or irresponsible conduct of RESIDENT, any OCCUPANT or any guest of RESIDENT or an OCCUPANT.
- (c) LANDLORD will maintain the Premises in compliance with the applicable health and safety laws of the state and of the local units of government where the Premises are located during the term of the lease, except when violation of the health and safety laws has been caused by the willful, malicious, negligent or irresponsible conduct of RESIDENT, any OCCUPANT or any guest of RESIDENT or an OCCUPANT.

19. INTERRUPTION OF SERVICE BEYOND CONTROL OF LANDLORD

RESIDENT shall notify LANDLORD immediately in case of malfunction of equipment, owned by LANDLORD or utilities and LANDLORD shall make repairs with reasonable promptness. Rent shall not abate during any such period if such malfunction is due to any cause beyond the control of LANDLORD. LANDLORD may charge RESIDENT the reasonable cost of making any repairs caused by neglect, misuse, abuse or negligence of RESIDENT, any OCCUPANT or any guest of RESIDENT or an OCCUPANT.

20. REPAIRS AND DAMAGE TO PREMISES

RESIDENT agrees to request all repairs to the Premises or common areas in writing to LANDLORD, except that in an emergency, telephone calls will be sufficient notice. LANDLORD shall make repairs with reasonable promptness. Rent shall not abate during the period of repairs. LANDLORD may charge RESIDENT the reasonable cost of making any repairs caused by the neglect, misuse, abuse or negligence of RESIDENT, any OCCUPANT or any guest of RESIDENT or an OCCUPANT.

If the Premises are damaged by fire or other casualty so they are unfit for occupancy, and if LANDLORD decides not to repair the Premises, LANDLORD may terminate this lease by giving written notice to RESIDENT. Upon such termination of this lease, rent paid by RESIDENT shall be prorated to the date of damage and the balance refunded to RESIDENT. If LANDLORD does decide to repair the Premises, rent shall abate during the period of repairs.

21. TELEPHONE SERVICE

RESIDENT agrees to pay any charges incurred in switching over to another provider and to notify LANDLORD of their intention to do so. RESIDENT also agrees to restore telephone service connections wiring back to their original state and pay any fees incurred in doing so upon vacating the premises.

22. LIABILITY OF LANDLORD AND RESIDENT INSURANCE

LANDLORD (including its partners, officers, employees, agents and representatives) shall not be liable to RESIDENT, or those claiming by, through or under RESIDENT, for any injury, death or property damage occurring in, on or about the Premises, however caused. LANDLORD shall, however, be liable for its or its agents' negligence unless the damage or other injury arising out of such negligence is covered by a standard renter's or automobile insurance policy, WHICH LANDLORD STRONGLY RECOMMENDS THAT RESIDENT PURCHASE FOR RESIDENT'S PROTECTION AGAINST SUCH INJURY, DEATH OR PROPERTY DAMAGE. RESIDENT shall, however, obtain an insurance policy to cover any damage to the Apartment resulting from RESIDENT'S use of a waterbed. RESIDENT shall deliver to LANDLORD a Certificate of Insurance providing evidence of such insurance policy prior to moving a waterbed into the Apartment.

If any of LANDLORD'S employees are requested by RESIDENT to render any services not contemplated in this lease, such as moving automobiles, handling of furniture, cleaning, delivering packages, etc., such employees shall be deemed agents of RESIDENT while performing these services regardless of whether payment is arranged for such services; and RESIDENT agrees to hold LANDLORD harmless from all liability for damages which may occur in connection with rendering such services.

23. LANDLORD'S RIGHT OF ENTRY

In addition to the right to enter the Premises to make repairs, upon 24 hours notice LANDLORD shall have the right, by itself or through its agents or employees, to enter the Premises for any reasonable business purpose. A "reasonable business purpose" shall include, but not be limited to, "showing" the Premises to prospective residents during the last 60 days of the lease term. In the event of an emergency, LANDLORD or its agents or employees may enter the Premises without any prior notice.

24. RULES AND REGULATIONS

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RESIDENT shall promptly comply with and use the Premises, the common areas and the area surrounding the Building, including parking facilities, in accordance with such rules and regulations as may from time to time be made by LANDLORD for the general safety, comfort and convenience of LANDLORD and other residents in the building. RESIDENT shall also cause its guests to abide by such rules and regulations. LANDLORD shall not be responsible to RESIDENT for enforcement of such rules and regulations against other residents.

25. WAIVER

Failure by LANDLORD to insist upon the strict performance of the terms of this lease shall not constitute or be construed as a waiver or relinquishment of LANDLORD'S right to thereafter enforce such terms.

26. GIVING AND RECEIVING NOTICE

Whenever this lease requires one of the parties to give a written notice to the other party, this notice MUST BE RECEIVED by the other party or his agent on or before the date specified. RESIDENT agrees that such written notice must be signed by all parties listed as RESIDENT(s) in Section One (1) of the Lease. RESIDENT agrees that notices and demands delivered by LANDLORD to the Apartment constitute proper notice and are effective as soon as delivered.

27. GUESTS

RESIDENT'S guest(s) shall abide by the same covenants of the lease as RESIDENT. RESIDENT agrees to accompany guest(s) when facilities at the property are to be used.

28. PARKING AREA

Neither RESIDENT nor RESIDENT'S guest(s) shall leave inoperative vehicle(s) in the parking area. For the purpose of snow removal, sweeping, blacktopping, etc., RESIDENT agrees upon 24 hours notice to cooperate by moving any vehicle requested by LANDLORD. LANDLORD may tow at RESIDENT'S expense any vehicle remaining in the parking area in violation of this lease.

29. ENTIRE AGREEMENT

This lease contains the entire agreement of the parties. No changes shall be made to this lease except by means of writing, signed by both parties and dated.

30. SIGNATURES OF PARTIES

IN WITNESS WHEREOF, we have signed this lease jointly and severally.

RESIDENTS:

W. Hansen

DATE SIGNED:

11/19/10

LANDLORD:

KELLOGG SQUARE APARTMENTS, LLC

By: SENTINEL MANAGEMENT COMPANY, LLC
Its Managing Agent

DATE SIGNED:

By: Resident Manager

No. 0208 P. 8

Nov. 19. 2010 11:16AM

AGREEMENT

THIS AGREEMENT made and entered into this 17th day of November, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Paula Pedersen & Dr. Shelley L. Smith, independent contractors, hereinafter called Contractors. Ron Hagland, Coordinator of the Office of Education Equity, will be the District's designated Contract Officer.

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

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of November 17th, 2010, and shall remain in effect until December 31st, 2010, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractors shall provide the following services:

- Meet with district personnel to understand scope of services they will be providing
- Develop focus group questions for participants of the Intercultural Leadership Project
- Conduct five focus groups for district participants of the Leadership Project (2-Central High School faculty/staff; 1-East High School faculty/staff; 1-Principal's PLC group)
- Provide ISD #709 (Ron Hagland) a summary of themes generated from the focus groups by December 10, 2010.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a combined sum not to exceed \$2,990.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN)/and or SSN on any invoice to be used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN and/or SSN is provided.

4. **Requests for Reimbursement.** Contractors will be paid in the following manner. Contractor will **individually submit an Invoice** to the Attention of Office of Education Equity in the amount of \$1,495.00 to Dr. Paula Pedersen and \$1,495.00 to Dr. Shelley L. Smith. Invoice will include TIN/Social Security Number and return mailing address. Once the Invoice is approved, payment will be made in full-agreed amount. Approval of the Invoice is contingent upon receipt and acceptance of the focus group summary report.

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

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

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the

District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractors to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail.

Contractors' primary mailing Address:

Shelley L. Smith
1018 Chester Park Dr.
Duluth MN 55812

Paula Pedersen
6476 S. Range Line Rd.
South Range, WI 54874

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

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

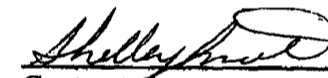
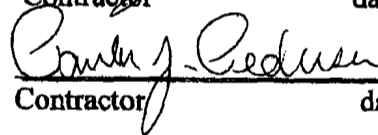
11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

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

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

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

	
Program Director	date
	11/22/10
Director of Business Service	date

	11-19-10
Contractor	date
	11-19-10
Contractor	date

CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is entered into by **KIRK J. NAUMAN and JAMIE E. BUNT**, as joint tenants ("Grantor") and by **INDEPENDENT SCHOOL DISTRICT #709** ("Grantee").

RECITALS

A. Grantor is the owner of real property located in St. Louis County, Minnesota, and legally described as:

Lot 23, Block 2, ALTERED PLAT OF LONDON PARK ADDITION TO
DULUTH
Lot 24, Block 2, ALTERED PLAT OF LONDON PARK ADDITION TO
DULUTH

(the "Property").

B. Grantee desires a temporary construction easement for construction activities north of and adjacent to the Property.

C. Grantee, and its agents, invitees, employees and others, will be required to enter upon the Property in order to conduct the construction activities.

D. Grantee desires to obtain from Grantor a temporary easement covering that portion of the Property described as follows:

Northerly 25 feet of Lot 23, Block 2, ALTERED PLAT OF LONDON PARK
ADDITION TO DULUTH and Northerly 3 feet of Lot 24, Block 2, ALTERED
PLAT OF LONDON PARK ADDITION TO DULUTH

Containing 700 square feet, more or less.

(the "Construction Easement Area");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Recitals are included as a part of this Agreement.

2. Grantee shall pay to Grantor the sum of \$20,000 within 30 days of execution of this Agreement. This payment includes compensation for the temporary construction easement and slope change, and the estimated cost of replacing and/or reorientating the garage and driveway. The Grantor is responsible for all costs, scheduling and coordination of such replacement and/or reorientation.

3. Grantor grants an easement (the "Construction Easement") to Grantee, its agents, invitees and employees, to enter upon and have access to the Construction Easement Area. The Construction Easement area is shown on the attached Exhibit A. This Construction Easement is for the purpose of conducting construction activities and to carry out the purposes of this Agreement. This Construction Easement will automatically terminate, without further action of either party, on December 1, 2010.

4. Grantee shall indemnify and hold Grantor harmless from and against any and all loss and damage that shall be caused by such construction activities and through any negligent act or omission of Grantee or of its agents, contractors, subcontractors, suppliers or employees in the course of construction.

5. Prior to expiration of the Construction Easement, Grantee shall slope and reasonably restore the Construction Easement area to its condition prior to Grantee's entry.

6. This Agreement may be executed in separate counterparts.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed on the dates indicated below.

INDEPENDENT SCHOOL DISTRICT #709

By: W. C. Hanson
Its: CFO

Kirk J. Nauman
Kirk J. Nauman

Jamie E. Bunt
Jamie E. Bunt

STATE OF MINNESOTA)
) ss.
COUNTY OF St Louis)

The foregoing instrument was acknowledged before me this 13 day of Oct, 2010, by Kirk J. Nauman and Jamie E. Bunt, as joint tenants.

Deborah Jean Olson
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF St Louis)



The foregoing instrument was acknowledged before me this 13th day of October, 2010, by Bill Hanson, the CEO-Director of Business of Independent School District #709.

Melinda K. Thibault
Notary Public

This instrument was drafted by:
Fryberger, Buchanan, Smith & Frederick, P.A.
700 Lonsdale Building
302 West Superior Street
Duluth, Minnesota 55802
(218) 722-0861
DRO



EXHIBIT

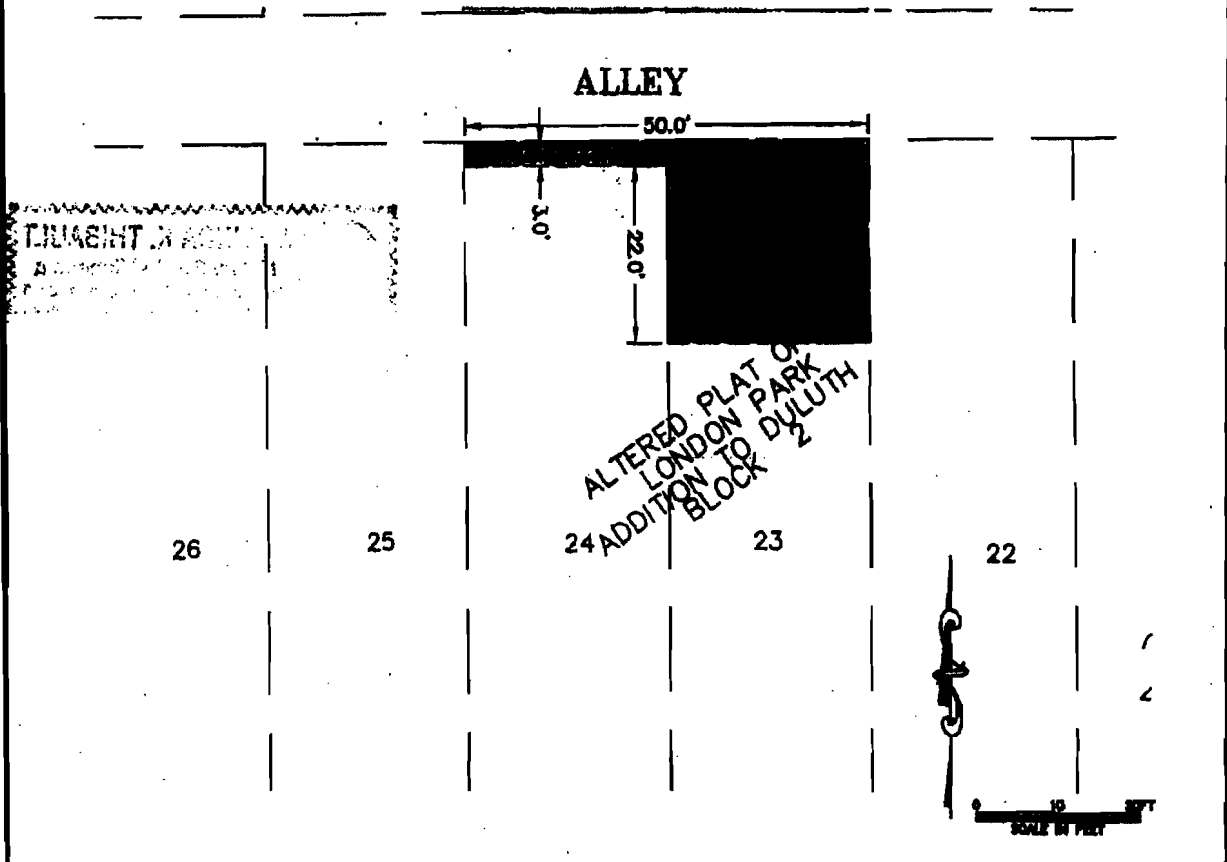
OWNER: KIRK J NAUMAN
PID: 010-3080-00470

Temporary Construction Easement Description

An easement for temporary construction purposes over, under and across Lots 23 and 24, Block 2, ALTERED PLAT OF LONDON PARK ADDITION TO DULUTH, described as follows:

The northerly 25.00 feet of said Lot 23, and the northerly 3.00 feet of said Lot 24.

Said temporary construction easement contains 700 square feet, more or less.



OWNER	NAME	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 Land Surveyor under the laws of the State of Minnesota.	
CLIENT	NAME	Print Name <u>Kirk J. Nauman</u>	License # <u>440872</u>
DATE	SCALE	Signature <u>[Signature]</u>	Date <u>08-08-10</u>

AVRIS ASSOCIATES
Duluth, Minnesota

CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is entered into by **KARLA J. WOODFILL** ("Grantor") and by **INDEPENDENT SCHOOL DISTRICT #709** ("Grantee").

RECITALS

A. Grantor is the owner of real property located in St. Louis County, Minnesota, and legally described as:

Lot 9, Block 2, ALTERED PLAT OF LONDON PARK ADDITION TO
DULUTH

Lot 10, Block 2, ALTERED PLAT OF LONDON PARK ADDITION TO
DULUTH

(the "Property").

B. Grantee desires a temporary construction easement for construction activities south of and adjacent to the Property.

C. Grantee, and its agents, invitees, employees and others, will be required to enter upon the Property in order to conduct the construction activities.

D. Grantee desires to obtain from Grantor a temporary easement covering that portion of the Property described as follows:

Southerly 6 feet of Lots 9 and 10, Block 2, ALTERED PLAT OF LONDON
PARK ADDITION TO DULUTH

Containing 300 square feet, more or less.

(the "Construction Easement Area");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Recitals are included as a part of this Agreement.
2. Grantee shall pay to Grantor the sum of \$2,000 within 30 days of execution of this Agreement.
3. Grantor grants an easement (the "Construction Easement") to Grantee, its agents, invitees and employees, to enter upon and have access to the Construction Easement Area. The Construction Easement area is shown on the attached Exhibit A. This Construction Easement is for the purpose of conducting construction activities and to carry out the purposes of this Agreement. This Construction Easement will automatically terminate, without further action of either party, on December 1, 2010.
4. Grantee shall indemnify and hold Grantor harmless from and against any and all loss and damage that shall be caused by such construction activities and through any negligent act or omission of Grantee or of its agents, contractors, subcontractors, suppliers or employees in the course of construction.
5. Prior to expiration of the Construction Easement, Grantee shall slope and reasonably restore the Construction Easement area to its condition prior to Grantee's entry.
6. This Agreement may be executed in separate counterparts.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed on the dates indicated below.

INDEPENDENT SCHOOL DISTRICT #709

By: W. Hanson
Its: CFO

Karla J. Woodfill
Karla J. Woodfill

STATE OF MINNESOTA)
COUNTY OF St. Louis) ss.

The foregoing instrument was acknowledged before me this 12 day of October, 2010, by Karla J. Woodfill.

Marilyn J. Mitchell
Notary Public



EXHIBIT

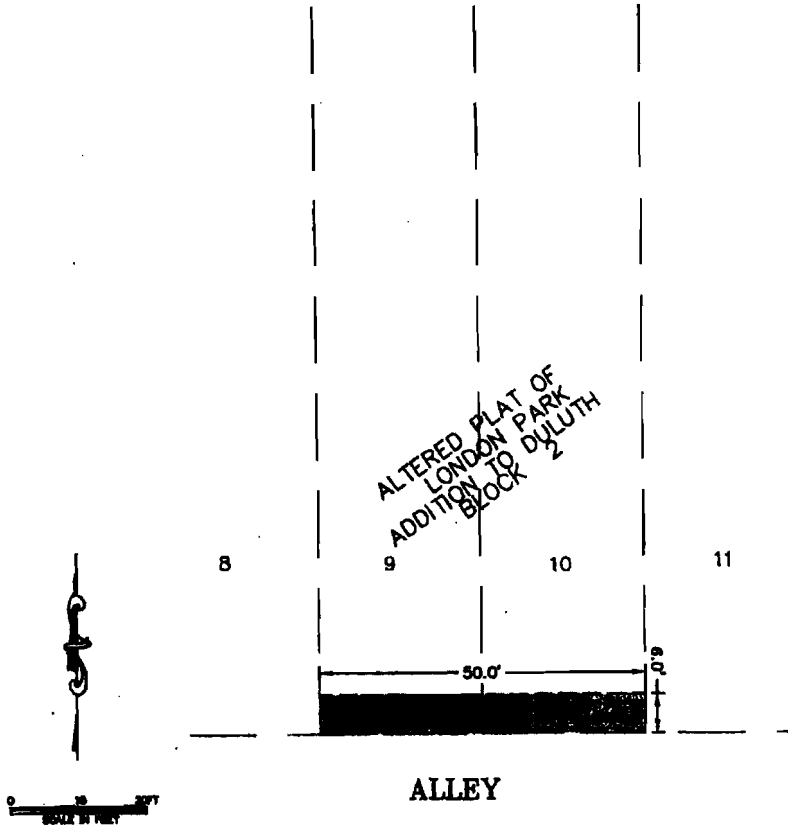
OWNER: KARLA J WOODFILL
PID: 010-3080-00330

Temporary Construction Easement Description

An easement for temporary construction purposes over, under and across Lots 9 and 10, Block 2, ALTERED PLAT OF LONDON PARK ADDITION TO DULUTH, described as follows:

The southerly 6.00 feet of said Lots 9 and 10.

Said temporary construction easement contains 300 square feet, more or less.



DATE	FOR	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 Land Surveyor under the laws of the State of Minnesota.	
DRAWN	JOB NO.		
CHECKED	DATE		
DATE	BY		
DATE	BY	Print Name: <u>Robert Ross</u> License: <u>40227</u> Signature: <u>[Signature]</u> Date: <u>08-28-18</u>	

FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT December 2010

Facilities Management – General

The solar panel project for Lowell School is complete and we are waiting for a good sunny day for the manufacturer to remotely test installed components.

Capital Construction:

Currently, LRFP site work is ongoing at WMS, Denfeld, East HS, Piedmont, East MS, Lester Park, and Laura MacArthur.

The HOCHS flat roof replacement project with Jamar Company is moving forward but dependent on weather. Area 1 is complete and they are now working over the Unity gym and bell level in the clock tower.

DSGW has had several investigative meetings at Grant to study the existing structure and verify existing conditions.

Color and finish schedule reviews were conducted/verified for East HS, Denfeld, MacArthur, Lester Park, and Piedmont.

An access control meeting was held at East MS to walk the site and ensure we have proper components in the documents. This week the same type of meeting will occur at Denfeld and MacArthur.

JCI, District, and CM's continue to meet at Facilities on a weekly basis to review all ongoing issues, as well as weekly at all site construction meetings.

Maintenance:

In November, Facilities Management Operations and Maintenance personnel provided clean-up of early snow. District utility crews are currently moving items from Grant School to storage between snow events and Maintenance crews have been preparing Vernon Street houses for resale.

Facilities Management personnel are working on the implementation of a district-wide work order system. Work orders will be generated online at the sites, routed to Facilities, and assigned to the proper trade to resolve the issue. We also are collecting building information to include floor type, square footage, and space use to help define cleaning schedules and standards for new buildings.

Currently we have **389** open work requests district-wide. Specific to the month of November, we received **216** new work requests and **271** were successfully responded to and completed.

October FY 2010 / October FY 2011 Usage

Utility	October 2009			October 2010		
	Cost	Usage	Heating Degree Days	Cost	Usage	Heating Degree Days
Electricity	\$74,754	970,933 Kwh	796	\$75,860	821,210 Kwh	554
Gas	\$54,612	74,528 CCF		\$30,341	40,268 CCF	
Water	\$5,568	2,477 CCF		\$4,938	2,181 CCF	
Sewage	\$12,743	2,461 CCF		\$11,069	2,136 CCF	
Storm	\$9,868	-----		\$8,838	-----	
Refuse	\$7,056	-----		\$6,116	-----	

Health, Safety & Environmental Management

- Emergency Response Crisis Management (ERCM) activities included:
 - Continual work on advancing and improving our ERCM program district-wide.
 - On-site meetings continue with school principals and other radio users explaining usage guides and procedures to aid our staff with communication issues.
- Workers' Compensation activities included:
 - Filing of 20 new employee accident reports during the month of November.
 - Ongoing management of several open Workers' Compensation cases.
- Ongoing involvement with various issues related to the construction currently underway across the district.
- Continued investigation, search and comparison of training products.

Risk Management

There have been no significant claims or changes in status relating to insurance policies for general liability, property, auto, and school leader's legal liability.

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2011

FQA: 06-870-215-386-JOB

ALT FACILITIES/DENFELD

137

Object: 152000

BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	SS	Debit	Credit	Net
10/07/2010	72914	158517	00610545	V06222	NORTHLAND FIRE AND	BUILDING ACQUISITION/CONSTRUCT	OH	75.00	0.00	75.00
10/08/2010	09M0476-15	158597	00610485	V105891	EPC ENGINEERING & TESTING	BUILDING ACQUISITION/CONSTRUCT	OH	116.08	0.00	116.08
10/18/2010	7151341545	159078	00610685	V61878	SCHINDLER ELEVATOR CORP	BUILDING ACQUISITION/CONSTRUCT	OH	14,203.73	0.00	14,203.73
10/18/2010	7151342726	159077	00610685	V61878	SCHINDLER ELEVATOR CORP	BUILDING ACQUISITION/CONSTRUCT	OH	19,462.57	0.00	19,462.57
10/20/2010	NOV 2010 RENT	803075	00610749	V106968	DP&D PROPERTIES LLC	SAME AS ABOVE	OH	636.41	0.00	636.41
10/26/2010	1274		00610900	V102729	NORTHERN ENVIRONMENTAL	NORTHERN ENVIRO DENFELD APPLIC	OH	36,654.32	0.00	36,654.32
10/26/2010	11163		00610909	V106506	RJS CONSTRUCTION GROUP	RJS CONSTRUCTIO DENFELD BP 3 A	OH	6,973.67	0.00	6,973.67
10/26/2010	00026819488		00610886	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL PROJECT 0EB500	OH	43,431.55	0.00	43,431.55
10/26/2010	DFLD APP 5		00610896	V106951	MINUTI-OGLE CO INC	MINUTI-OGLE CO DENFELD APPLICA	OH	14,919.41	0.00	14,919.41
10/26/2010	DFLD BOSS 15		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL DNFLD BOSS REI	OH	8,712.39	0.00	8,712.39
10/26/2010	DFLD APP 4		00610892	V00917	LIPE BROS CONST INC	LIPE BROS CONST DENFELD APPLIC	OH	70,203.10	0.00	70,203.10
10/26/2010	DFLD APP 4		00610905	V89594	O BRIEN A G PLUMBING	O BRIEN A G PLU DENFELD APPLIC	OH	13,894.21	0.00	13,894.21
10/26/2010	DFLD BP5 APP 1		00610919	V102926	STRETAR MASONRY AND	STRETAR MASONRY DENFELD BP5 AP	OH	3,800.00	0.00	3,800.00
10/26/2010	DFLD APP 7		00610867	V61181	BENSON ELECTRIC CO INC	BENSON ELECTRIC DENFELD APPLIC	OH	22,674.60	0.00	22,674.60
10/26/2010	DFLD APP 7		00610916	V105887	SHANNON'S INC	SHANNON'S INC DENFELD APPLICAT	OH	381,415.44	0.00	381,415.44
10/26/2010	DFLD PROF FEE 21		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL DENFELD PROF F	OH	25,136.29	0.00	25,136.29
10/26/2010	SEPT DFLD		00610869	V107094	BOSSARDT CORPORATION	BOSSARDT CORPOR SEPT REIMBURSA	OH	4,015.26	0.00	4,015.26
							Object 152000 Total:	666,324.03	0.00	666,324.03
							FQA 06-870-215-386-JOB Total:	666,324.03	0.00	666,324.03

FQA: 06-870-220-386-JOB

ALT FACILITIES/EAST

Object: 152000

BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	SS	Debit	Credit	Net
10/08/2010	7151342746	158615	00610561	V61878	SCHINDLER ELEVATOR CORP	BUILDING ACQUISITION/CONSTRUCT	OH	31,172.11	0.00	31,172.11
10/26/2010	EAST PROF FEE 19		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL EAST PROF FEE	OH	6,820.66	0.00	6,820.66
10/26/2010	EAST APP 6		00610862	V106731	ARNT CONSTRUCTION CO INC	ARNT CONSTRUCTI EAST APPLICATI	OH	27,527.18	0.00	27,527.18
10/26/2010	EAST APP 6		00610922	V106468	THELEN HEATING & ROOFING INC	THELEN HEATING EAST APPLICATIO	OH	167,574.53	0.00	167,574.53
10/26/2010	EAST KRAUS 14		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL EAST KRAUS REI	OH	16,860.68	0.00	16,860.68
10/26/2010	EAST APP 7		00610867	V61181	BENSON ELECTRIC CO INC	BENSON ELECTRIC EAST APPLICATI	OH	30,492.32	0.00	30,492.32
10/26/2010	AUG EAST REIMB		00610888	V105888	KRAUS-ANDERSON	KRAUS-ANDERSON AUG REIMBURSABLO	OH	13,645.24	0.00	13,645.24
10/26/2010	EAST APP 2		00610871	V107056	CARCIOFINI COMPANY INC	CARCIOFINI COMP EAST APPLICATI	OH	721.36	0.00	721.36
10/26/2010	EAST APP 2		00610924	V03601	ULLAND BROTHERS INC	ULLAND BROTHERS EAST APPLICATI	OH	19,190.00	0.00	19,190.00
10/26/2010	EAST KRAUS 15		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL EAST KRAUS SEP	OH	8,430.34	0.00	8,430.34

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL
Fiscal Year: 2011

138

10/26/2010	EAST KRAUS 16	00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL EAST KRAUS SUP OH	35,670.56	0.00	35,670.56	
10/26/2010	EAST APP 3	00610891	V00917	LIPE BROS CONST INC	LIPE BROS CONST EAST APPLICATI OH	4,457.43	0.00	4,457.43	
10/26/2010	EAST APP 3	00610917	V63580	ST GERMAINS GLASS CO	ST GERMAINS GLA EAST APPLICATI OH	2,015.33	0.00	2,015.33	
10/26/2010	EAST APP 4	00610911	V106493	SCHAEFER W A & SON INC	SCHAEFER W A & EAST APPLICATIO OH	13,505.02	0.00	13,505.02	
10/26/2010	EAST APP 5	00610882	V02687	HARBOR CITY MASONRY	HARBOR CITY MAS EAST APPLICATI OH	9,025.95	0.00	9,025.95	
10/26/2010	SEPT EAST REIMB	00610888	V105888	KRAUS-ANDERSON	KRAUS-ANDERSON SEPT REIMBURSAB OH	7,513.51	0.00	7,513.51	
10/26/2010	PGM MGMT APP 27	00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL PRGM MGMT FEE OH	2,088.55	0.00	2,088.55	
Object 152000						Total:	396,710.77	0.00	396,710.77
FQA 06-870-220-386-JOB						Total:	396,710.77	0.00	396,710.77

FQA: 06-870-320-386-JOB

ALT FACILITIES/ORDEAN

Object: 152000

BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	SS	Debit	Credit	Net
10/07/2010	95237062	158477	00610595	V106526	WILLIAMS SCOTSMAN INC	BUILDING ACQUISITION/CONSTRUCT OH		286.83	0.00	286.83
10/07/2010	95237063	158476	00610595	V106526	WILLIAMS SCOTSMAN INC	BUILDING ACQUISITION/CONSTRUCT OH		424.65	0.00	424.65
10/07/2010	95237064	158475	00610595	V106526	WILLIAMS SCOTSMAN INC	BUILDING ACQUISITION/CONSTRUCT OH		424.65	0.00	424.65
10/08/2010	3546	155159	00610559	V104288	SALO ENGINEERING INC	BUILDING ACQUISITION/CONSTRUCT OH		507.75	0.00	507.75
10/08/2010	3546	155159	00609669	V104288	SALO ENGINEERING INC	BUILDING ACQUISITION/CONSTRUCT TR		0.00	507.75	-507.75
10/18/2010	RI0199243	159089	00610697	V107139	TEMP-AIR	BUILDING ACQUISITION/CONSTRUCT OH		3,526.23	0.00	3,526.23
10/18/2010	325194	159086	00610625	V106044	BRAUN INTERTEC CORP	BUILDING ACQUISITION/CONSTRUCT OH		1,010.70	0.00	1,010.70
10/26/2010	ORD SUPT 15		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL ORD SUPT 9/10 OH		6,197.88	0.00	6,197.88
10/26/2010	ORD APP 2		00610915	V61525	SELL HARDWARE INC	SELL HARDWARE I ORDEAN APPLICA OH		4,368.84	0.00	4,368.84
10/26/2010	PGM MGMT APP 27		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL PRGM MGMT FEE OH		1,848.00	0.00	1,848.00
10/26/2010	879811-07		00610893	V106893	MCDOWALL COMPANY	MCDOWALL COMPAN ORDEAN APPLICA OH		162,344.41	0.00	162,344.41
10/26/2010	ORD APP 4		00610907	V106503	PALMER WEST CONST CO INC	PALMER WEST CON ORDEAN APPLICA OH		29,465.09	0.00	29,465.09
10/26/2010	SEPT ORD		00610869	V107094	BOSSARDT CORPORATION	BOSSARDT CORPOR SEPT REIMBURSA OH		2,060.67	0.00	2,060.67
10/26/2010	ORD APP 4		00610913	V50261	SCHWAB VOLLHABER LUBRATT	SCHWAB VOLLHABE ORDEAN APPLICA OH		116,556.94	0.00	116,556.94
10/26/2010	ORD APP 8		00610875	V106836	EL-JAY PLUMBING & HEATING	EL-JAY PLUMBING ORDEAN APPLICA OH		7,287.85	0.00	7,287.85
10/26/2010	ORD APP 9		00610866	V105879	BELKNAP ELECTRIC	BELKNAP ELECTRI ORDEAN APPLICA OH		7,364.40	0.00	7,364.40
10/26/2010	ORD BP4 APP 8		00610891	V00917	LIPE BROS CONST INC	LIPE BROS CONST ORDEAN APPLICA OH		2,526.50	0.00	2,526.50
10/26/2010	ORD APP 1 1266		00610879	V28830	HALDEMAN HOMME INC	HALDEMAN HOMME ORDEAN APP 1 BI OH		3,406.39	0.00	3,406.39
10/26/2010	ORD PROF FEE 19		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL ORDEAN PROF FE OH		12,196.25	0.00	12,196.25
Object 152000						Total:	361,804.03	507.75	361,296.28	
FQA 06-870-320-386-JOB						Total:	361,804.03	507.75	361,296.28	

FQA: 06-870-470-386-JOB

ALT FACILITIES/GRANT

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL
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BUILDING ACQUISITION/CONSTRUCT

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Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	SS	Debit	Credit	Net	
10/20/2010	NOV 2010 RENT	803075	00610749	V106968	DP&D PROPERTIES LLC	COMMERCIAL LEASE AGREEMENT FOR OH		580.94	0.00	580.94	
10/26/2010	GRT PROF FEE 10		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL GRANT PROF FEE OH		27,546.76	0.00	27,546.76	
10/26/2010	PGM MGMT APP 27		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL PRGM MGMT FEE OH		3,736.13	0.00	3,736.13	
							Object 152000	Total:	31,863.83	0.00	31,863.83
							FQA 06-870-470-386-JOB	Total:	31,863.83	0.00	31,863.83

FQA: 06-871-215-000-000

GF SAVINGS-DENFELD

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	SS	Debit	Credit	Net	
10/08/2010	09M0476-15		00610485	V105891	EPC ENGINEERING & TESTING	BUILDING ACQUISITION/CONSTRUCT	OH	60.45	0.00	60.45	
10/20/2010	NOV 2010 RENT	803075	00610749	V106968	DP&D PROPERTIES LLC	SAME AS ABOVE	OH	331.40	0.00	331.40	
10/26/2010	DFLD BOSS 15		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL DNFLD BOSS REI	OH	4,536.95	0.00	4,536.95	
10/26/2010	DFLD APP 7		00610916	V105887	SHANNON'S INC	SHANNON'S INC DENFELD APPLICAT	OH	33,221.41	0.00	33,221.41	
10/26/2010	DFLD APP 7		00610867	V61181	BENSON ELECTRIC CO INC	BENSON ELECTRIC DENFELD APPLIC	OH	52,941.60	0.00	52,941.60	
10/26/2010	SEPT DFLD		00610869	V107094	BOSSARDT CORPORATION	BOSSARDT CORPOR SEPT REIMBURSAOH		2,090.93	0.00	2,090.93	
10/26/2010	DFLD APP 5		00610896	V106951	MINUTI-OGLE CO INC	MINUTI-OGLE CO DENFELD APPLICA	OH	24,678.72	0.00	24,678.72	
10/26/2010	FF&E APP 3		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL FF & E APPLICA	OH	9,671.69	0.00	9,671.69	
10/26/2010	DFLD APP 4		00610917	V63580	ST GERMAINS GLASS CO	ST GERMAINS GLA DFLD APPLICATI	OH	2,918.83	0.00	2,918.83	
10/26/2010	DFLD APP 4		00610905	V89594	O BRIEN A G PLUMBING	O BRIEN A G PLU DENFELD APPLIC	OH	20,530.83	0.00	20,530.83	
10/26/2010	DFLD APP 4		00610892	V00917	LIPE BROS CONST INC	LIPE BROS CONST DENFELD APPLIC	OH	35,041.96	0.00	35,041.96	
10/26/2010	11163		00610909	V106506	RJS CONSTRUCTION GROUP	RJS CONSTRUCTIO DENFELD BP 3 A	OH	24,147.61	0.00	24,147.61	
10/26/2010	00026819488		00610886	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL PROJECT 0EB500	OH	8,153.41	0.00	8,153.41	
10/26/2010	DFLD PROF FEE 21		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL DENFELD PROF F	OH	13,089.61	0.00	13,089.61	
							Object 152000	Total:	231,415.40	0.00	231,415.40
							FQA 06-871-215-000-000	Total:	231,415.40	0.00	231,415.40

FQA: 06-871-220-000-000

GEN FUND SAVINGS-EAST

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	SS	Debit	Credit	Net
10/26/2010	SEPT EAST REIMB		00610888	V105888	KRAUS-ANDERSON	KRAUS-ANDERSON SEPT REIMBURSAB OH		6,856.42	0.00	6,856.42
10/26/2010	EAST PROF FEE 19		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL EAST PROF FEE	OH	6,222.72	0.00	6,222.72
10/26/2010	AUG EAST REIMB		00610888	V105888	KRAUS-ANDERSON	KRAUS-ANDERSON AUG REIMBURSABLOH		12,451.92	0.00	12,451.92
10/26/2010	EAST APP 1		00610884	V107146	JF EQUIPMENT LLC	JF EQUIPMENT LL EAST APPLICATI	OH	13,879.69	0.00	13,879.69

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10/26/2010	EAST APP 1	00610898	V02489	NEAL SLATE W E COMPANY	NEAL SLATE W E EAST APPLICATIO	OH	4,655.00	0.00	4,655.00	
10/26/2010	EAST APP 1	00610925	V107147	URBAN COMPANIES	URBAN COMPANIES EAST APPLICATI	OH	5,126.20	0.00	5,126.20	
10/26/2010	EAST APP 2	00610871	V107056	CARCIOFINI COMPANY INC	CARCIOFINI COMP EAST APPLICATI	OH	2,486.06	0.00	2,486.06	
10/26/2010	EAST APP 3	00610877	V107053	FRANSEN DECORATING INC	FRANSEN DECORAT EAST APPLICATI	OH	9,746.86	0.00	9,746.86	
10/26/2010	EAST APP 3	00610891	V00917	LIPE BROS CONST INC	LIPE BROS CONST EAST APPLICATI	OH	20,444.44	0.00	20,444.44	
10/26/2010	EAST APP 3	00610902	V107008	NORTHERN INDUSTRIAL	NORTHERN INDUST EAST APPLICATI	OH	4,677.56	0.00	4,677.56	
10/26/2010	EAST APP 3	00610917	V63580	ST GERMAINS GLASS CO	ST GERMAINS GLA EAST APPLICATI	OH	19,897.89	0.00	19,897.89	
10/26/2010	EAST APP 4	00610873	V106955	DULUTH STEEL FABRICATORS INC	DULUTH STEEL FA EAST APPLICATI	OH	12,445.00	0.00	12,445.00	
10/26/2010	EAST APP 4	00610878	V106471	GORHAM OIEN MECHANICAL INC	GORHAM OIEN MEC EAST APPLICATI	OH	8,223.39	0.00	8,223.39	
10/26/2010	EAST APP 4	00610899	V00202	NORTHERN DOOR AND HRDWRE	NORTHERN DOOR A EAST APPLICATI	OH	18,994.91	0.00	18,994.91	
10/26/2010	EAST APP 4	00610911	V106493	SCHAEFER W A & SON INC	SCHAEFER W A & EAST APPLICATIO	OH	7,919.30	0.00	7,919.30	
10/26/2010	EAST APP 5	00610882	V02687	HARBOR CITY MASONRY	HARBOR CITY MAS EAST APPLICATI	OH	43,467.07	0.00	43,467.07	
10/26/2010	EAST APP 5	00610903	V106518	NORTHLAND CONCRETE AND	NORTHLAND CONCR EAST APPLICATI	OH	14,042.27	0.00	14,042.27	
10/26/2010	EAST APP 6	00610862	V106731	ARNT CONSTRUCTION CO INC	ARNT CONSTRUCTI EAST APPLICATI	OH	8,496.76	0.00	8,496.76	
10/26/2010	EAST APP 6	00610910	V106831	RTL CONSTRUCTION	RTL CONSTRUCTIO EAST APPLICATI	OH	58,543.75	0.00	58,543.75	
10/26/2010	EAST APP 6	00610922	V106468	THELEN HEATING & ROOFING INC	THELEN HEATING EAST APPLICATIO	OH	38,736.90	0.00	38,736.90	
10/26/2010	EAST APP 7	00610867	V61181	BENSON ELECTRIC CO INC	BENSON ELECTRIC EAST APPLICATI	OH	105,086.53	0.00	105,086.53	
10/26/2010	EAST KRAUS 14	00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL EAST KRAUS REI	OH	15,386.16	0.00	15,386.16	
10/26/2010	EAST KRAUS 15	00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL EAST KRAUS SEP	OH	7,693.08	0.00	7,693.08	
10/26/2010	EAST KRAUS 16	00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL EAST KRAUS SUP	OH	32,551.05	0.00	32,551.05	
10/26/2010	FF&E APP 3	00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL FF & E APPLICA	OH	8,589.07	0.00	8,589.07	
10/26/2010	PGM MGMT APP 27	00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL PRGM MGMT FEE	OH	1,240.25	0.00	1,240.25	
Object 152000							Total:	487,860.25	0.00	487,860.25
FQA 06-871-220-000-000							Total:	487,860.25	0.00	487,860.25

FQA: 06-871-320-000-000

GEN FUND SAVINGS-ORDEAN

Object: 152000

BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	SS	Debit	Credit	Net
10/07/2010	95237063		00610595	V106526	WILLIAMS SCOTSMAN INC	BUILDING ACQUISITION/CONSTRUCT	OH	317.20	0.00	317.20
10/07/2010	95237064		00610595	V106526	WILLIAMS SCOTSMAN INC	BUILDING ACQUISITION/CONSTRUCT	OH	317.20	0.00	317.20
10/07/2010	95237062		00610595	V106526	WILLIAMS SCOTSMAN INC	BUILDING ACQUISITION/CONSTRUCT	OH	259.87	0.00	259.87
10/08/2010	3546		00610559	V104288	SALO ENGINEERING INC	BUILDING ACQUISITION/CONSTRUCT	OH	379.19	0.00	379.19
10/08/2010	3546		00609669	V104288	SALO ENGINEERING INC	BUILDING ACQUISITION/CONSTRUCT	TR	0.00	379.19	-379.19
10/18/2010	RI0199243		00610697	V107139	TEMP-AIR	BUILDING ACQUISITION/CONSTRUCT	OH	2,634.03	0.00	2,634.03
10/26/2010	ORD APP 9		00610866	V105879	BELKNAP ELECTRIC	BELKNAP ELECTRI ORDEAN APPLICA	OH	40,287.60	0.00	40,287.60
10/26/2010	ORD PROF FEE 19		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL ORDEAN PROF FE	OH	9,110.36	0.00	9,110.36
10/26/2010	ORD SUPT 15		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL ORD SUPT 9/10	OH	4,629.69	0.00	4,629.69

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10/26/2010	879811-07	00610893	V106893	MCDOWALL COMPANY	MCDOWALL COMPAN ORDEAN APPLICA	OH	8,425.47	0.00	8,425.47		
10/26/2010	PGM MGMT APP 27	00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL PRGM MGMT FEE	OH	1,380.42	0.00	1,380.42		
10/26/2010	FF&E APP 3	00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL FF & E APPLICA	OH	9,505.09	0.00	9,505.09		
10/26/2010	SEPT ORD	00610869	V107094	BOSSARDT CORPORATION	BOSSARDT CORPOR SEPT REIMBURSA	OH	1,539.28	0.00	1,539.28		
10/26/2010	ORD APP 4	00610913	V50261	SCHWAB VOLLHABER LUBRATT	SCHWAB VOLLHABE ORDEAN APPLICA	OH	31,788.26	0.00	31,788.26		
10/26/2010	ORD APP 8	00610875	V106836	EL-JAY PLUMBING & HEATING	EL-JAY PLUMBING ORDEAN APPLICA	OH	968.32	0.00	968.32		
							Object 152000	Total:	111,541.98	379.19	111,162.79
							FQA 06-871-320-000-000	Total:	111,541.98	379.19	111,162.79

FQA: 06-871-435-000-000 GEN FUND SAVINGS-CONGDON PK

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>	
10/26/2010	FF&E APP 3		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL FF & E APPLICA	OH	4,093.18	0.00	4,093.18	
							Object 152000	Total:	4,093.18	0.00	4,093.18
							FQA 06-871-435-000-000	Total:	4,093.18	0.00	4,093.18

FQA: 06-871-470-000-000 GEN FUND SAVINGS-GRANT SCHL

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>	
10/20/2010	NOV 2010 RENT	803075	00610749	V106968	DP&D PROPERTIES LLC	SAME AS ABOVE	OH	326.25	0.00	326.25	
10/26/2010	PGM MGMT APP 27		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL PRGM MGMT FEE	OH	4,214.44	0.00	4,214.44	
10/26/2010	GRT PROF FEE 10		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL GRANT PROF FEE	OH	15,246.49	0.00	15,246.49	
10/26/2010	FF&E APP 3		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL FF & E APPLICA	OH	3,726.52	0.00	3,726.52	
							Object 152000	Total:	23,513.70	0.00	23,513.70
							FQA 06-871-470-000-000	Total:	23,513.70	0.00	23,513.70

FQA: 06-871-475-000-000 GEN FUND SAVINGS-HOMECROFT

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>	
10/26/2010	FF&E APP 3		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL FF & E APPLICA	OH	44,271.00	0.00	44,271.00	
							Object 152000	Total:	44,271.00	0.00	44,271.00
							FQA 06-871-475-000-000	Total:	44,271.00	0.00	44,271.00

FQA: 06-871-500-000-000 GEN FUND SAVINGS-LAKEWOOD

GL Transactions by Object Code within Org. Key

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BUILDING ACQUISITION/CONSTRUCT

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Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	SS	Debit	Credit	Net
10/26/2010	FF&E APP 3		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL FF & E APPLICA	OH	42,000.00	0.00	42,000.00
						Object 152000	Total:	42,000.00	0.00	42,000.00
						FQA 06-871-500-000-000	Total:	42,000.00	0.00	42,000.00

FQA: 06-871-520-000-000 GEN FUND SAVINGS-Lowell

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	SS	Debit	Credit	Net
10/26/2010	FF&E APP 3		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL FF & E APPLICA	OH	54,000.00	0.00	54,000.00
						Object 152000	Total:	54,000.00	0.00	54,000.00
						FQA 06-871-520-000-000	Total:	54,000.00	0.00	54,000.00

FQA: 06-871-565-000-000 GEN FUND SAVINGS-STOWE

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	SS	Debit	Credit	Net
10/26/2010	FF&E APP 3		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL FF & E APPLICA	OH	54,000.00	0.00	54,000.00
						Object 152000	Total:	54,000.00	0.00	54,000.00
						FQA 06-871-565-000-000	Total:	54,000.00	0.00	54,000.00

FQA: 06-872-200-000-000 LEASE LEVY COP DW OLD

Object: 118501 OVERTIME,SHIFT DIFFERENTIAL

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	SS	Debit	Credit	Net
10/01/2010	02200DP	EARN REG		7066		BERNDT, BETTY GRS.	3	933.73	0.00	933.73
10/15/2010	02210DP	EARN REG		7066		BERNDT, BETTY GRS.	3	818.81	0.00	818.81
10/29/2010	02220DP	EARN REG		7066		BERNDT, BETTY GRS.	3	430.95	0.00	430.95
						Object 118501	Total:	2,183.49	0.00	2,183.49

Object: 121000 FICA/MEDICARE

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	SS	Debit	Credit	Net
10/01/2010	02200DP	CONT REG		N/A..N/A		LEASE LV COP-DST	2	69.41	0.00	69.41
10/15/2010	02210DP	CONT REG		N/A..N/A		LEASE LV COP-DST	2	60.78	0.00	60.78
10/29/2010	02220DP	CONT REG		N/A..N/A		LEASE LV COP-DST	2	32.97	0.00	32.97
						Object 121000	Total:	163.16	0.00	163.16

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 Object: 121400 PERA

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Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	SS	Debit	Credit	Net
10/01/2010	02200DP	CONT REG		N/A..N/A		LEASE LV COP-DST	2	65.36	0.00	65.36
10/15/2010	02210DP	CONT REG		N/A..N/A		LEASE LV COP-DST	2	57.31	0.00	57.31
10/29/2010	02220DP	CONT REG		N/A..N/A		LEASE LV COP-DST	2	30.17	0.00	30.17
Object 121400							Total:	152.84	0.00	152.84

Object: 127000 WORKERS COMPENSATION

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	SS	Debit	Credit	Net
10/01/2010	02200DP	CONT REG		N/A..N/A		LEASE LV COP-DST	2	4.23	0.00	4.23
10/15/2010	02210DP	CONT REG		N/A..N/A		LEASE LV COP-DST	2	3.71	0.00	3.71
10/29/2010	02220DP	CONT REG		N/A..N/A		LEASE LV COP-DST	2	1.95	0.00	1.95
Object 127000							Total:	9.89	0.00	9.89

Object: 128000 UNEMPLOYMENT COMPENSATION

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	SS	Debit	Credit	Net
10/01/2010	02200DP	CONT REG		N/A..N/A		LEASE LV COP-DST	2	9.33	0.00	9.33
10/15/2010	02210DP	CONT REG		N/A..N/A		LEASE LV COP-DST	2	8.19	0.00	8.19
10/29/2010	02220DP	CONT REG		N/A..N/A		LEASE LV COP-DST	2	4.31	0.00	4.31
Object 128000							Total:	21.83	0.00	21.83
FQA 06-872-200-000-000							Total:	2,531.21	0.00	2,531.21

FQA: 06-872-215-000-000 LEASE LEVY COP DENFELD OLD

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	SS	Debit	Credit	Net
10/08/2010	09M0476-15		00610485	V105891	EPC ENGINEERING & TESTING	BUILDING ACQUISITION/CONSTRUCT	OH	107.22	0.00	107.22
10/20/2010	NOV 2010 RENT	803075	00610749	V106968	DP&D PROPERTIES LLC	SAME AS ABOVE	OH	587.81	0.00	587.81
10/26/2010	DFLD APP 5		00610908	V106725	RED CEDAR STEEL ERECTORS INC	RED CEDAR STEEL DENFELD APPLIC	OH	49,556.75	0.00	49,556.75
10/26/2010	DFLD APP 5		00610897	V106727	MOLIN CONCRETE PRODUCTS COMOLIN CONCRETE DENFELD APPLICA		OH	28,593.10	0.00	28,593.10
10/26/2010	DFLD APP 5		00610896	V106951	MINUTI-OGLE CO INC	MINUTI-OGLE CO DENFELD APPLICA	OH	72,577.87	0.00	72,577.87
10/26/2010	DFLD APP 4		00610917	V63580	ST GERMAINS GLASS CO	ST GERMAINS GLA DFLD APPLICATI	OH	17,636.32	0.00	17,636.32
10/26/2010	DFLD APP 4		00610905	V89594	O BRIEN A G PLUMBING	O BRIEN A G PLU DENFELD APPLIC	OH	4,385.60	0.00	4,385.60
10/26/2010	DFLD APP 4		00610892	V00917	LIPE BROS CONST INC	LIPE BROS CONST DENFELD APPLIC	OH	13,945.27	0.00	13,945.27
10/26/2010	DFLD APP 12		00610919	V102926	STRETAR MASONRY AND	STRETAR MASONRY DENFLED APPLIC	OH	143,343.60	0.00	143,343.60
10/26/2010	11163		00610909	V106506	RJS CONSTRUCTION GROUP	RJS CONSTRUCTIO DENFELD BP 3 A	OH	20,920.99	0.00	20,920.99
10/26/2010	09-6365-9		00610906	V106726	OLYMPIC WALL SYSTEMS INC	OLYMPIC WALL SY DENFELD BP 2R	OH	14,917.38	0.00	14,917.38

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10/26/2010	00026819488	00610886	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL PROJECT 0EB500 OH	1,705.29	0.00	1,705.29	
10/26/2010	DFLD PROF FEE 21	00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL DENFELD PROF F OH	23,220.72	0.00	23,220.72	
10/26/2010	DFLD BP 2 APP 3	00610921	V61015	SUPERIOR GLASS INC	SUPERIOR GLASS DENFELD BP 2R A OH	12,815.50	0.00	12,815.50	
10/26/2010	SEPT DFLD	00610869	V107094	BOSSARDT CORPORATION	BOSSARDT CORP SEPT REIMBURSAOH	3,708.67	0.00	3,708.67	
10/26/2010	DFLD BOSS 15	00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL DNFLD BOSS REI OH	8,047.14	0.00	8,047.14	
10/26/2010	DFLD APP 8	00610922	V106468	THELEN HEATING & ROOFING INC	THELEN HEATING DENFELD APPLICA OH	24,700.00	0.00	24,700.00	
10/26/2010	DFLD APP 8	00610860	V106682	AMERICAN STRUCTURAL METALS	AMERICAN STRUCT DENFELD APPLIC OH	76,037.05	0.00	76,037.05	
10/26/2010	DFLD APP 7	00610916	V105887	SHANNON'S INC	SHANNON'S INC DENFELD APPLICAT OH	5,887.34	0.00	5,887.34	
10/26/2010	DFLD APP 7	00610867	V61181	BENSON ELECTRIC CO INC	BENSON ELECTRIC DENFELD APPLIC OH	26,983.80	0.00	26,983.80	
10/26/2010	DFLD APP 7	00610861	V106762	ARCHITECTURAL PRODUCTS OF	ARCHITECTURAL P DENFELD APPLIC OH	7,769.10	0.00	7,769.10	
Object 152000						Total:	557,446.52	0.00	557,446.52
FQA 06-872-215-000-000						Total:	557,446.52	0.00	557,446.52

FQA: 06-872-220-000-000

COP CONSTRUCTION/EAST OLD

Object: 137001 RENTALS & LEASES-REAL PROPERTY

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
10/20/2010	NOV 2010 RENT	803181	00610736	V107079	CATHEDRAL OF OUR LADY OF	SHARED USE OF NINETY-EIGHT (98	OH	360.00	0.00	360.00
Object 137001						Total:		360.00	0.00	360.00

Object: 139802 PRINTING CHARGEBACK

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
10/12/2010	JE508134			N/A..N/A		#18774 PRINTSHOP	JE	2.05	0.00	2.05
Object 139802						Total:		2.05	0.00	2.05

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
10/07/2010	1536807	803079	00610537	V44024	MN POWER AND LIGHT CO	ACCOUNT 180691	OH	6,480.00	0.00	6,480.00
10/26/2010	EAST KRAUS 14		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL EAST KRAUS REI OH	OH	10,012.43	0.00	10,012.43
10/26/2010	EAST KRAUS 15		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL EAST KRAUS SEP OH	OH	5,006.22	0.00	5,006.22
10/26/2010	EAST KRAUS 16		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL EAST KRAUS SUP OH	OH	21,182.36	0.00	21,182.36
10/26/2010	EAST PROF FEE 19		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL EAST PROF FEE OH	OH	4,049.74	0.00	4,049.74
10/26/2010	PGM MGMT APP 27		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL PRGM MGMT FEE OH	OH	1,905.90	0.00	1,905.90
10/26/2010	SEPT EAST REIMB		00610888	V105888	KRAUS-ANDERSON	KRAUS-ANDERSON SEPT REIMBURSAB OH	OH	4,461.77	0.00	4,461.77
10/26/2010	EAST APP 6		00610910	V106831	RTL CONSTRUCTION	RTL CONSTRUCTIO EAST APPLICATI OH	OH	22,206.25	0.00	22,206.25
10/26/2010	EAST APP 6		00610862	V106731	ARNT CONSTRUCTION CO INC	ARNT CONSTRUCTI EAST APPLICATI OH	OH	22,173.06	0.00	22,173.06
10/26/2010	EAST APP 5		00610903	V106518	NORTHLAND CONCRETE AND	NORTHLAND CONCR EAST APPLICATI OH	OH	57,601.98	0.00	57,601.98
10/26/2010	EAST APP 5		00610882	V02687	HARBOR CITY MASONRY	HARBOR CITY MAS EAST APPLICATI OH	OH	185,031.98	0.00	185,031.98

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10/26/2010	EAST APP 5	00610881	V106952	HANSON STRUCTURAL PRECAST	HANSON STRUCTUR EAST APPLICATI	OH	232,512.32	0.00	232,512.32	
10/26/2010	EAST APP 4	00610911	V106493	SCHAEFER W A & SON INC	SCHAEFER W A & EAST APPLICATIO	OH	3,401.08	0.00	3,401.08	
10/26/2010	EAST APP 4	00610899	V00202	NORTHERN DOOR AND HRDWRE	NORTHERN DOOR A EAST APPLICATI	OH	5,388.80	0.00	5,388.80	
10/26/2010	EAST APP 4	00610878	V106471	GORHAM OIEN MECHANICAL INC	GORHAM OIEN MEC EAST APPLICATI	OH	3,746.61	0.00	3,746.61	
10/26/2010	EAST APP 4	00610863	V107054	BADGER SWIMPOOLS INC	BADGER SWIMPOOL EAST APPLICATI	OH	4,180.00	0.00	4,180.00	
10/26/2010	EAST APP 3	00610917	V63580	ST GERMAINS GLASS CO	ST GERMAINS GLA EAST APPLICATI	OH	6,471.78	0.00	6,471.78	
10/26/2010	EAST APP 6	00610922	V106468	THELEN HEATING & ROOFING INC	THELEN HEATING EAST APPLICATIO	OH	7,704.57	0.00	7,704.57	
10/26/2010	EAST APP 3	00610877	V107053	FRANSEN DECORATING INC	FRANSEN DECORAT EAST APPLICATI	OH	6,024.76	0.00	6,024.76	
10/26/2010	EAST APP 7	00610867	V61181	BENSON ELECTRIC CO INC	BENSON ELECTRIC EAST APPLICATI	OH	36,694.15	0.00	36,694.15	
10/26/2010	EAST APP 2	00610871	V107056	CARCIOFINI COMPANY INC	CARCIOFINI COMP EAST APPLICATI	OH	868.08	0.00	868.08	
10/26/2010	EAST APP 1	00610925	V107147	URBAN COMPANIES	URBAN COMPANIES EAST APPLICATI	OH	30,973.80	0.00	30,973.80	
10/26/2010	EAST APP 1	00610884	V107146	JF EQUIPMENT LLC	JF EQUIPMENT LL EAST APPLICATI	OH	7,875.31	0.00	7,875.31	
10/26/2010	AUG EAST REIMB	00610888	V105888	KRAUS-ANDERSON	KRAUS-ANDERSON AUG REIMBURSABLOH		8,103.00	0.00	8,103.00	
Object 152000							Total:	694,055.95	0.00	694,055.95
FQA 06-872-220-000-000							Total:	694,418.00	0.00	694,418.00

FQA: 06-872-320-000-000

COP CONSTRUCTION/ORDEAN OLD

Object: 151000 SITE & GROUNDS ACQUISITION

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	SS	Debit	Credit	Net
10/07/2010	8/10-9/8/10 002	158474	00610593	V92344	WATER AND GAS DEPT	ACCT 220672590-002	OH	67.53	0.00	67.53
10/26/2010	SALTER AUG SEP		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL SALTER REIMB A	OH	650.21	0.00	650.21
10/26/2010	SALTER JUN JUL		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL SALTER REIMB J	OH	569.25	0.00	569.25
Object 151000							Total:	1,286.99	0.00	1,286.99

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	SS	Debit	Credit	Net
10/07/2010	95237062		00610595	V106526	WILLIAMS SCOTSMAN INC	BUILDING ACQUISITION/CONSTRUCT	OH	1,378.30	0.00	1,378.30
10/07/2010	95237063		00610595	V106526	WILLIAMS SCOTSMAN INC	BUILDING ACQUISITION/CONSTRUCT	OH	2,108.15	0.00	2,108.15
10/07/2010	95237064		00610595	V106526	WILLIAMS SCOTSMAN INC	BUILDING ACQUISITION/CONSTRUCT	OH	2,108.15	0.00	2,108.15
10/08/2010	3546		00609669	V104288	SALO ENGINEERING INC	BUILDING ACQUISITION/CONSTRUCT	TR	0.00	2,523.06	-2,523.06
10/08/2010	3546		00610559	V104288	SALO ENGINEERING INC	BUILDING ACQUISITION/CONSTRUCT	OH	2,523.06	0.00	2,523.06
10/18/2010	325194		00610625	V106044	BRAUN INTERTEC CORP	BUILDING ACQUISITION/CONSTRUCT	OH	5,736.30	0.00	5,736.30
10/18/2010	090273-B2	159079	00610707	V102745	VEIT AND COMPANY INC	BUILDING ACQUISITION/CONSTRUCT	OH	5,594.30	0.00	5,594.30
10/18/2010	A178419	159080	00610680	V106384	QWEST ASSET ACCOUNTING	ACCT MN BCOMAA70	OH	2,154.66	0.00	2,154.66
10/18/2010	RI0199243		00610697	V107139	TEMP-AIR	BUILDING ACQUISITION/CONSTRUCT	OH	17,505.74	0.00	17,505.74
10/20/2010	1538079	159272	00610807	V44024	MN POWER AND LIGHT CO	ACCT 611366600	OH	23,093.40	0.00	23,093.40
10/26/2010	ORD PROF FEE 19		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL ORDEAN PROF FE OH		60,547.46	0.00	60,547.46

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10/26/2010	ORD BP4 APP 8		00610891	V00917	LIPE BROS CONST INC	LIPE BROS CONST ORDEAN APPLICA	OH	22,738.48	0.00	22,738.48	
10/26/2010	ORD BP4 APP 1		00610872	V62638	CONTRACT TILE AND CARPET	CONTRACT TILE A ORDEAN APPLICA	OH	78,844.30	0.00	78,844.30	
10/26/2010	ORD BP3 APP 9		00610903	V106518	NORTHLAND CONCRETE AND	NORTHLAND CONCR ORDEAN APPLICA	OH	37,702.65	0.00	37,702.65	
10/26/2010	ORD BP 4 APP 3		00610926	V102745	VEIT AND COMPANY INC	VEIT AND COMPAN ORDEAN BP4 APP	OH	46,516.04	0.00	46,516.04	
10/26/2010	ORD APP 9		00610866	V105879	BELKNAP ELECTRIC	BELKNAP ELECTRI ORDEAN APPLICA	OH	96,748.00	0.00	96,748.00	
10/26/2010	SEPT ORD		00610869	V107094	BOSSARDT CORPORATION	BOSSARDT CORPOR SEPT REIMBURSA	OH	10,230.05	0.00	10,230.05	
10/26/2010	ORD APP 2		00610921	V61015	SUPERIOR GLASS INC	SUPERIOR GLASS ORDEAN APPLICAT	OH	17,073.40	0.00	17,073.40	
10/26/2010	PGM MGMT APP 27		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL PRGM MGMT FEE	OH	9,174.25	0.00	9,174.25	
10/26/2010	ORD SUPT 15		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL ORD SUPT 9/10	OH	30,768.93	0.00	30,768.93	
10/26/2010	090273-13		00610926	V102745	VEIT AND COMPANY INC	VEIT AND COMPAN ORDEAN APP 13	OH	102,334.34	0.00	102,334.34	
10/26/2010	2010DEHS-5		00610880	V107009	HANSON MASONRY AND	HANSON MASONRY ORDEAN APPLICAT	OH	66,438.01	0.00	66,438.01	
10/26/2010	879811-07		00610893	V106893	MCDOWALL COMPANY	MCDOWALL COMPAN ORDEAN APPLICA	OH	34,729.37	0.00	34,729.37	
10/26/2010	ORD APP 1		00610914	V107145	SEAL TREAT INC	SEAL TREAT INC ORDEAN APPLICAT	OH	902.50	0.00	902.50	
10/26/2010	ORD APP 1 1266		00610879	V28830	HALDEMAN HOMME INC	HALDEMAN HOMME ORDEAN APP 1 BI	OH	5,800.06	0.00	5,800.06	
10/26/2010	ORD APP 12		00610918	V106588	ST PAUL UTILITIES INC	ST PAUL UTILITI ORDEAN APP 12	OH	13,449.15	0.00	13,449.15	
10/26/2010	ORD APP 2		00610904	V62693	NORTHLAND CONSTRUCTORS INC	NORTHLAND CONST ORDEAN APP 2	OH	336,684.75	0.00	336,684.75	
10/26/2010	ORD APP 2		00610915	V61525	SELL HARDWARE INC	SELL HARDWARE I ORDEAN APPLICA	OH	13,609.91	0.00	13,609.91	
10/26/2010	ORD APP 8		00610890	V106835	LEJEUNE STEEL COMPANY	LEJEUNE STEEL C ORDEAN APPLICA	OH	157,944.15	0.00	157,944.15	
10/26/2010	ORD APP 3		00610897	V106727	MOLIN CONCRETE PRODUCTS COM	MOLIN CONCRETE ORDEAN APPLICAT	OH	152,858.79	0.00	152,858.79	
10/26/2010	ORD APP 3		00610901	V106501	NORTHERN ESCROW INC	NORTHERN ESCROW ORDEAN APPLICA	OH	360,304.41	0.00	360,304.41	
10/26/2010	ORD APP 3		00610927	V70771	VIKING AUTOMATIC	VIKING AUTOMATI ORDEAN APPLICA	OH	7,656.05	0.00	7,656.05	
10/26/2010	ORD APP 4		00610906	V106726	OLYMPIC WALL SYSTEMS INC	OLYMPIC WALL SY ORDEAN APP 4	OH	60,709.75	0.00	60,709.75	
10/26/2010	ORD APP 4		00610907	V106503	PALMER WEST CONST CO INC	PALMER WEST CON ORDEAN APPLICA	OH	202,543.53	0.00	202,543.53	
10/26/2010	ORD APP 4		00610913	V50261	SCHWAB VOLLHABER LUBRATT	SCHWAB VOLLHABE ORDEAN APPLICA	OH	14,671.50	0.00	14,671.50	
10/26/2010	ORD APP 5		00610882	V02687	HARBOR CITY MASONRY	HARBOR CITY MAS ORDEAN APPLICA	OH	64,136.92	0.00	64,136.92	
10/26/2010	ORD APP 5		00610902	V107008	NORTHERN INDUSTRIAL	NORTHERN INDUST ORDEAN APPLICA	OH	123,509.31	0.00	123,509.31	
10/26/2010	ORD APP 6		00610928	V106945	WELLS CONCRETE PRODUCTS CO	WELLS CONCRETE ORDEAN APPLICAT	OH	30,110.77	0.00	30,110.77	
10/26/2010	ORD APP 8		00610875	V106836	EL-JAY PLUMBING & HEATING	EL-JAY PLUMBING ORDEAN APPLICA	OH	42,707.84	0.00	42,707.84	
							Object 152000	Total:	2,263,646.73	2,523.06	2,261,123.67
							FQA 06-872-320-000-000	Total:	2,264,933.72	2,523.06	2,262,410.66

FQA: 06-872-435-000-000

COP CONSTRUCTION/CONGDON OLD

Object: 151000

SITE & GROUNDS ACQUISITION

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	SS	Debit	Credit	Net
10/18/2010	9/29/10 52286		00610669	V44024	MN POWER AND LIGHT CO	SITE & GROUNDS ACQUISITION	OH	18.42	0.00	18.42
10/26/2010	SALTER JUN JUL		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL SALTER REIMB J	OH	1,612.88	0.00	1,612.88
10/26/2010	SALTER AUG SEP		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL SALTER REIMB A	OH	826.05	0.00	826.05

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Object 151000	Total:	2,457.35	0.00	2,457.35
FQA 06-872-435-000-000	Total:	2,457.35	0.00	2,457.35

FQA: 06-872-470-000-000 COP CONSTRUCTION/GRANT OLD

Object: 151000 SITE & GROUNDS ACQUISITION

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
10/26/2010	SALTER AUG SEP		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL SALTER REIMB A	OH	1,707.42	0.00	1,707.42
10/26/2010	SALTER JUN JUL		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL SALTER REIMB J	OH	253.00	0.00	253.00
Object 151000							Total:	1,960.42	0.00	1,960.42

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
10/20/2010	NOV 2010 RENT	803075	00610749	V106968	DP&D PROPERTIES LLC	SAME AS ABOVE	OH	655.31	0.00	655.31
10/26/2010	PGM MGMT APP 27		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL PRGM MGMT FEE	OH	2,098.18	0.00	2,098.18
10/26/2010	GRT PROF FEE 10		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL GRANT PROF FEE	OH	31,067.34	0.00	31,067.34
Object 152000							Total:	33,820.83	0.00	33,820.83
FQA 06-872-470-000-000							Total:	35,781.25	0.00	35,781.25

FQA: 06-872-510-000-000 LEASE LEVY COP LESTER OLD

Object: 151000 SITE & GROUNDS ACQUISITION

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
10/26/2010	SALTER AUG SEP		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL SALTER REIMB A	OH	559.13	0.00	559.13
Object 151000							Total:	559.13	0.00	559.13

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
10/18/2010	EASEMENT	728231	00610714	V107137	WOODFILL KARLA	CONSTRUCTION EASEMENT AGREEMENT	OH	2,000.00	0.00	2,000.00
10/18/2010	KMW7551	159076	00610659	V105888	KRAUS-ANDERSON	BUILDING ACQUISITION/CONSTRUCT	OH	7,799.83	0.00	7,799.83
10/18/2010	EASEMENT	728232	00610671	V107138	NAUMAN KIRK AND	CONSTRUCTION EASEMENT AGREEMENT	OH	20,000.00	0.00	20,000.00
10/26/2010	LSTR KRAUS 11		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL LSTR KRAUS REI	OH	22,409.20	0.00	22,409.20
10/26/2010	LSTR APP 6		00610895	V106833	MD MECHANICAL INC	MD MECHANICAL I LESTER APPLICA	OH	69,790.80	0.00	69,790.80
10/26/2010	LSTR APP 5		00610924	V03601	ULLAND BROTHERS INC	ULLAND BROTHERS LESTER APPLICA	OH	150,113.30	0.00	150,113.30
10/26/2010	LSTR APP 6		00610887	V106763	KELLEHER CONSTRUCTION	KELLEHER CONSTR LESTER APPLICA	OH	40,081.00	0.00	40,081.00
10/26/2010	PGM MGMT APP 27		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL PRGM MGMT FEE	OH	4,880.01	0.00	4,880.01
10/26/2010	LSTR APP 4		00610923	V106834	TOWN & COUNTRY ELECTRIC INC	TOWN & COUNTRY LESTER APPLICAT	OH	61,750.00	0.00	61,750.00
10/26/2010	LSTR APP 4		00610882	V02687	HARBOR CITY MASONRY	HARBOR CITY MAS LESTER APPLICA	OH	189,319.00	0.00	189,319.00

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10/26/2010	LSTR APP 3	00610902	V107008	NORTHERN INDUSTRIAL	NORTHERN INDUST LESTER APPLICA	OH	68,079.13	0.00	68,079.13	
10/26/2010	LSTR APP 3	00610874	V106949	DYNAMIC STRUCTURAL STEEL	DYNAMIC STRUCTU LESTER APPLICA	OH	89,870.00	0.00	89,870.00	
10/26/2010	LSTR APP 2	00610897	V106727	MOLIN CONCRETE PRODUCTS	COMOLIN CONCRETE LESTER APPLICAT	OH	56,920.27	0.00	56,920.27	
10/26/2010	LSTR APP 2	00610883	V34360	JAMAR COMPANY	JAMAR COMPANY LESTER APPLICATI	OH	175,974.20	0.00	175,974.20	
10/26/2010	LSTR APP 1	00610914	V107145	SEAL TREAT INC	SEAL TREAT INC LESTER APPLICAT	OH	598.50	0.00	598.50	
10/26/2010	LSTR APP 1	00610891	V00917	LIPE BROS CONST INC	LIPE BROS CONST LESTER APPLICA	OH	57,095.00	0.00	57,095.00	
10/26/2010	FF&E APP 3	00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL FF & E APPLICA	OH	2,066.68	0.00	2,066.68	
10/26/2010	AUG LSTR REIMB	00610888	V105888	KRAUS-ANDERSON	KRAUS-ANDERSON AUG REIMBURSABLOH		17,748.70	0.00	17,748.70	
10/26/2010	LSTR SEPT REIM	00610888	V105888	KRAUS-ANDERSON	KRAUS-ANDERSON SEPT REIMBURSAB OH		18,007.57	0.00	18,007.57	
10/26/2010	LSTR PROF FEE 16	00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL LESTER PROF FE	OH	33,632.00	0.00	33,632.00	
10/26/2010	LSTR KRAUS 12	00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL LSTR KRAUS REI	OH	22,409.20	0.00	22,409.20	
Object 152000							Total:	1,110,544.39	0.00	1,110,544.39
FQA 06-872-510-000-000							Total:	1,111,103.52	0.00	1,111,103.52

FQA: 06-872-525-000-000

LEASE LEVY COP MAC OLD

Object: 137001 RENTALS & LEASES-REAL PROPERTY

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
10/20/2010	NOV 2010 RENT	803053	00610816	V04767	OUR SAVIORS LUTHERAN	OPEN ANNUAL PARKING LOT RENTAL	OH	400.00	0.00	400.00
Object 137001							Total:	400.00	0.00	400.00

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
10/20/2010	09M0516-12	159413	00610757	V105891	EPC ENGINEERING & TESTING	BUILDING ACQUISITION/CONSTRUCT	OH	3,372.50	0.00	3,372.50
10/26/2010	LMAC BP5 APP 1		00610917	V63580	ST GERMAINS GLASS CO	ST GERMAINS GLA MACARTHUR APPL	OH	113,335.95	0.00	113,335.95
10/26/2010	LMAC BOSS 10		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL LMAC BOSS SEPT	OH	20,997.90	0.00	20,997.90
10/26/2010	LMAC APP 9		00610926	V102745	VEIT AND COMPANY INC	VEIT AND COMPAN MACARTHUR APPL	OH	38,982.92	0.00	38,982.92
10/26/2010	LMAC APP 7		00610867	V61181	BENSON ELECTRIC CO INC	BENSON ELECTRIC MACARTHUR APPL	OH	121,600.00	0.00	121,600.00
10/26/2010	LMAC APP 6		00610878	V106471	GORHAM OIEN MECHANICAL INC	GORHAM OIEN MEC MACARTHUR APPL	OH	93,955.00	0.00	93,955.00
10/26/2010	LMAC APP 6		00610865	V106641	BELAIR BUILDERS INC	BELAIR BUILDERS MACARTHUR APPL	OH	5,890.00	0.00	5,890.00
10/26/2010	LMAC APP 6		00610864	V105889	BEDROCK-FLINT INC	BEDROCK-FLINT I MACARTHUR APPL	OH	213,476.40	0.00	213,476.40
10/26/2010	LMAC APP 4		00610913	V50261	SCHWAB VOLLHABER LUBRATT	SCHWAB VOLLHABE MACARTHUR APPL	OH	14,953.95	0.00	14,953.95
10/26/2010	LMAC APP 4		00610896	V106951	MINUTI-OGLE CO INC	MINUTI-OGLE CO MACARTHUR APPLI	OH	33,431.45	0.00	33,431.45
10/26/2010	LMAC APP 3		00610922	V106468	THELEN HEATING & ROOFING INC	THELEN HEATING MACARTHUR APPLI	OH	39,900.00	0.00	39,900.00
10/26/2010	LMAC APP 3		00610909	V106506	RJS CONSTRUCTION GROUP	RJS CONSTRUCTIO MACARTHUR APPL	OH	18,800.81	0.00	18,800.81
10/26/2010	LMAC APP 2		00610868	V107124	BERWALD ROOFING COMPANY INC	BERWALD ROOFING MACARTHUR APPL	OH	334,400.00	0.00	334,400.00
10/26/2010	JUNE LMAC		00610869	V107094	BOSSARDT CORPORATION	BOSSARDT CORPOR SEPT REIMBURSA	OH	4,379.64	0.00	4,379.64
10/26/2010	FF&E APP 3		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL FF & E APPLICA	OH	2,082.71	0.00	2,082.71

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2011

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10/26/2010	SEPT LMAC		00610869	V107094	BOSSARDT CORPORATION	BOSSARDT CORPORA SEPT REIMBURSA OH		6,530.79	0.00	6,530.79	
10/26/2010	250203-2-6		00610920	V105890	SUMMIT FIRE PROTECTION	SUMMIT FIRE PRO MACARTHUR APPS OH		24,659.42	0.00	24,659.42	
10/26/2010	PGM MGMT APP 27		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL PRGM MGMT FEE OH		5,135.20	0.00	5,135.20	
10/26/2010	135349		00610879	V28830	HALDEMAN HOMME INC	HALDEMAN HOMME MACARTHUR APPLIOH		11,866.45	0.00	11,866.45	
10/26/2010	10013NCM-4		00610903	V106518	NORTHLAND CONCRETE AND	NORTHLAND CONCR MACARTHUR APPIOH		130,007.50	0.00	130,007.50	
10/26/2010	LMAC PROF FEE 19		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL LMAC PROF FEE OH		13,418.09	0.00	13,418.09	
							Object 152000	Total:	1,251,176.68	0.00	1,251,176.68
							FQA 06-872-525-000-000	Total:	1,251,576.68	0.00	1,251,576.68

FQA: 06-873-350-000-000

LRF WESTERN MIDDLE SCHOOL

Object: 151000

SITE & GROUNDS ACQUISITION

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>	
10/18/2010	9/29/10 52286		00610669	V44024	MN POWER AND LIGHT CO	SITE & GROUNDS ACQUISITION	OH	33.94	0.00	33.94	
10/25/2010	RENT SUPPMNT	159578	00610735	V107148	CANDACE HUTTUNEN	RENT SUPPLEMENT 407 ATLANTIC	OH	861.00	0.00	861.00	
10/25/2010	RENT SUPPMNT	159577	00610813	V107085	MUNSON SHERRILL	RENT SUPPLEMENT 407 ATLANTIC	OH	1,056.00	0.00	1,056.00	
10/26/2010	SALTER AUG SEP		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL SALTER REIMB A OH		15,262.46	0.00	15,262.46	
10/26/2010	SALTER JUN JUL		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL SALTER REIMB J OH		15,862.00	0.00	15,862.00	
10/26/2010	WMS KRAUS 4		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL WEST MID SEPT OH		22,409.20	0.00	22,409.20	
							Object 151000	Total:	55,484.60	0.00	55,484.60

Object: 152000

BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>	
10/20/2010	1538148	728181	00610809	V44024	MN POWER AND LIGHT CO	ACCT 180691	OH	695.23	0.00	695.23	
10/20/2010	1538149	728181	00610808	V44024	MN POWER AND LIGHT CO	ACCT 180691	OH	1,005.78	0.00	1,005.78	
10/20/2010	1538150	728181	00610810	V44024	MN POWER AND LIGHT CO	ACCT 180691	OH	3,194.09	0.00	3,194.09	
10/26/2010	84328		00610870	V106527	BROTHERS FIRE PROTECTION CO	BROTHERS FIRE P WEST MIDDLE AP OH		13,537.50	0.00	13,537.50	
10/26/2010	AUG WEST REIMB		00610888	V105888	KRAUS-ANDERSON	KRAUS-ANDERSON AUG REIMBURSABLOH		2,492.74	0.00	2,492.74	
10/26/2010	WMS SEPT REIM		00610888	V105888	KRAUS-ANDERSON	KRAUS-ANDERSON SEPT REIMBURSAB OH		4,120.01	0.00	4,120.01	
10/26/2010	FF&E APP 3		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL FF & E APPLICA OH		3,538.92	0.00	3,538.92	
10/26/2010	PGM MGMT APP 27		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL PRGM MGMT FEE OH		9,008.19	0.00	9,008.19	
10/26/2010	WEST PROF FEE 14		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL WEST PROF FEE OH		66,680.74	0.00	66,680.74	
10/26/2010	WMS 1180 APP 2		00610890	V106835	LEJEUNE STEEL COMPANY	LEJEUNE STEEL C WEST MIDDLE AP OH		22,420.00	0.00	22,420.00	
10/26/2010	WMS 1180 APP 2		00610926	V102745	VEIT AND COMPANY INC	VEIT AND COMPAN WEST MIDDLE AP OH		695,654.45	0.00	695,654.45	
10/26/2010	WMS 1196 APP 1		00610926	V102745	VEIT AND COMPANY INC	VEIT AND COMPAN WEST MIDDLE BI OH		45,013.85	0.00	45,013.85	
10/26/2010	WMS KRAUS AUG		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL WEST MIDDLE AU OH		22,409.20	0.00	22,409.20	
							Object 152000	Total:	889,770.70	0.00	889,770.70

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL
Fiscal Year: 2011

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FQA 06-873-350-000-000 Total: 945,255.30 0.00 945,255.30

FQA: 06-873-550-000-000 LRFPIEDMONT LINCOLN

Object: 151000 SITE & GROUNDS ACQUISITION

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	SS	Debit	Credit	Net
10/18/2010	9/29/10 52286	159087	00610669	V44024	MN POWER AND LIGHT CO	SITE & GROUNDS ACQUISITION	OH	9.21	0.00	9.21
10/26/2010	SALTER AUG SEP		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL SALTER REIMB A	OH	5,214.33	0.00	5,214.33
10/26/2010	SALTER JUN JUL		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL SALTER REIMB J	OH	3,921.50	0.00	3,921.50
Object 151000							Total:	9,145.04	0.00	9,145.04

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	SS	Debit	Credit	Net
10/07/2010	137738	728037	00610454	V106040	AYRES ASSOCIATES	CONSTRUCTION INSPECTION AND	OH	11,391.84	0.00	11,391.84
10/26/2010	AUG PIED REIM		00610888	V105888	KRAUS-ANDERSON	KRAUS-ANDERSON AUG REIMBURSABLOH	OH	8,866.88	0.00	8,866.88
10/26/2010	FF&E APP 3		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL FF & E APPLICA	OH	1,691.90	0.00	1,691.90
10/26/2010	PGM MGMT APP 27		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL PRGM MGMT FEE	OH	4,905.14	0.00	4,905.14
10/26/2010	PIED APP 1		00610891	V00917	LIPE BROS CONST INC	LIPE BROS CONST PIED-LINC APPL	OH	21,090.00	0.00	21,090.00
10/26/2010	PIED APP 1		00610902	V107008	NORTHERN INDUSTRIAL	NORTHERN INDUST PIED-LINC APPL	OH	2,599.20	0.00	2,599.20
10/26/2010	PIED APP 1		00610912	V61878	SCHINDLER ELEVATOR CORP	SCHINDLER ELEVA PIED-LINC APPL	OH	1,900.00	0.00	1,900.00
10/26/2010	PIED APP 2		00610859	V107096	AHERN FIRE PROTECTION	AHERN FIRE PROT PIED-LINC APPL	OH	1,272.24	0.00	1,272.24
10/26/2010	PIED APP 2		00610889	V106640	KREMER & DAVIS INC	KREMER & DAVIS PIED-LINC APPLI	OH	8,303.00	0.00	8,303.00
10/26/2010	PIED APP 2		00610899	V00202	NORTHERN DOOR AND HRDWRE	NORTHERN DOOR A PIED-LINC APPL	OH	23,455.69	0.00	23,455.69
10/26/2010	879823-01		00610894	V106893	MCDOWALL COMPANY	MCDOWALL COMPAN PIED-LINC APPL	OH	5,771.25	0.00	5,771.25
10/26/2010	PIED APP 3		00610874	V106949	DYNAMIC STRUCTURAL STEEL LL	DYNAMIC STRUCTU PIED-LINC APPL	OH	123,500.00	0.00	123,500.00
10/26/2010	SEPT PIED REIMB		00610888	V105888	KRAUS-ANDERSON	KRAUS-ANDERSON SEPT REIMBURSABO	OH	13,852.36	0.00	13,852.36
10/26/2010	PIED APP 3		00610876	V107051	ELECTRICAL SYSTEMS INC	ELECTRICAL SYST PIED-LINC APPL	OH	52,250.00	0.00	52,250.00
10/26/2010	PIED APP 3		00610881	V106952	HANSON STRUCTURAL PRECAST	HANSON STRUCTUR PIED-LINC APPL	OH	12,557.32	0.00	12,557.32
10/26/2010	PIED APP 3		00610882	V02687	HARBOR CITY MASONRY	HARBOR CITY MAS PIED-LINC APPL	OH	302,889.00	0.00	302,889.00
10/26/2010	PIED APP 3		00610904	V62693	NORTHLAND CONSTRUCTORS INC	NORTHLAND CONST PIED-LINC APPL	OH	240,596.00	0.00	240,596.00
10/26/2010	PIED APP 4		00610887	V106763	KELLEHER CONSTRUCTION	KELLEHER CONSTR PIED-LINC APPL	OH	63,460.00	0.00	63,460.00
10/26/2010	PIED APP 4		00610895	V106833	MD MECHANICAL INC	MD MECHANICAL I PIED-LINC APPL	OH	181,669.45	0.00	181,669.45
10/26/2010	PIED KRAUS 8		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL PIEDM KRAUS RE	OH	21,465.40	0.00	21,465.40
10/26/2010	PIED KRAUS 9		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL PIEDMNT KRAUS	OH	21,465.40	0.00	21,465.40
10/26/2010	PIED PROF FEE 15		00610885	V87763	JOHNSON CONTROLS INC	JOHNSON CONTROL PIED PROF FEE	OH	32,512.33	0.00	32,512.33
Object 152000							Total:	1,157,464.40	0.00	1,157,464.40
FQA 06-873-550-000-000							Total:	1,166,609.44	0.00	1,166,609.44

GL Ledger Code: GL
Fiscal Year: 2011

GL Transactions by Object Code within Org. Key

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Grand Total: 10,541,511.16 3,410.00 10,538,101.16

Long-Range Facilities Plan Status Report
Provided by Johnson Controls, Inc.
December 7, 2010

Project Design and Construction

- Denfeld High School - South Addition: Painting and ceiling grid have started; Flooring will start in two weeks; Science casework is scheduled for installation to start January 10th. North Addition: Roofing is complete; Painting will start in January. Existing Building: Framing is continuing on 2nd Floor and has started on 1st Floor; Drywall installation has started on 3rd Floor, and will start on 2nd Floor by January. All mechanical equipment has now been set.
- Eastern High School – Painting and ceiling grid will start next week. Roofing will be completed by mid-January. Skylights will be installed starting in late-December.
- Eastern Middle School – The shallow end of the pool floor will be poured approximately December 23rd, and the shallow pool walls will be poured around January 7th. Pool deck ceramic tile is scheduled to start February 14th, and the Pool Addition is currently scheduled to be substantially completed February 23rd.
- Lincoln Park Middle School – Pouring of foundations started today. Rock crushing continues on site for foundation backfill. Rock blasting is proceeding at the intersection of Wellington and Anson for the new water main. The large retaining wall between the pool and the gym will be started in December. Masonry (block) walls and precast will be started by January.
- Laura MacArthur Elementary – Exterior brick has been installed and washed. Exterior metal panels will be installed starting week of January 13th. Interior wall framing is completed. Gypboard installation will be 90% complete on 1st Floor (Areas A and B) by December 10th, and will be started on 2nd Floor (Area A) next week. Ceiling grid will be started by January. Casework and restroom tile will be started during January.
- Lester Park Elementary – The building will be water tight this week. Concrete floors will be poured by December 23rd (kitchen, administration, gym, dining). Area C and D windows are 80% complete. Media Center curtainwall will be started during the week of December 13th. Interior masonry is 80% complete on the lower level, and will be started in the upper level this week. Gypboard will be started week of December 13th.
- Piedmont Elementary – Roof decking will be completed December 10th. Building will be water tight by December 24th. Area C exterior brick will be 90% complete by December 24th, and will be started December 20th on Areas A and B. Pre-glazed windows will be shipped by the end of January. Entire building will be heated by the end of December.
- Grant Elementary – Bid Documents are being prepared for competitive bidding in early 2011.

Utilization of Local Contractors and Labor

- Attached please find an updated LRFP Contractor/Supplier/Consultant Listing.

DULUTH PUBLIC SCHOOLS

LRFP CONTRACTOR & SUPPLIER LISTING

Tuesday, December 7, 2010



Note: Tier One includes Duluth/Superior and adjacent communities

Note: Tier Two includes International Falls, Mora, Grand Rapids, Hibbing & Virginia. Many contractors within Tier Two are members of the Duluth Builder's Exchange

Note: Tier Three includes Twin Cities contractors and other contractors not defined as members of the Duluth Builders Exchange.

	Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total
contractors	1	Lowell E.S.	Asphalt Paving	Northland Constructors	Duluth, MN	1	\$540,885.00			
	1	Lowell E.S.	Subcontractors & Suppliers	Lines By Lightner	Esko, MN	1				
	2	Lowell E.S.		Superior Concrete Cutting	Duluth, MN	1				
	3	Lowell E.S.		Northwoods	Duluth, MN	1				
	4	Lowell E.S.		Northland Construction	Duluth, MN	1				
	5	Lowell E.S.		Earl F. Anderson	Bloomington, MN	3				
	6	Lowell E.S.		Dairyland Fence	Iron River, WI	1				
	7	Lowell E.S.		ADSCO	Duluth, MN	1				
	2	Lowell E.S.	Exterior Wall Restoration	Stretar Masonry & Concrete	Duluth, MN	1	\$289,240.00			
	1	Lowell E.S.	Subcontractors & Suppliers	H & O Caulking	Duluth, MN	1				
	2	Lowell E.S.		Jamar	Duluth, MN	1				
	3	Lowell E.S.		Brenny Dahl	Cloquet, MN	1				
	4	Lowell E.S.		Brock White	Duluth, MN	1				
	5	Lowell E.S.		ADSCO	Duluth, MN	1				
	3	Lowell E.S.	Kitchen Equipment	Premier Restaurant Equip. Co.	Minneapolis, MN	3			\$102,345.00	
		Lowell E.S.	Subcontractors & Suppliers	Ansul Fire Protection	Superior, WI	1				
		Lowell E.S.		Halton Exhaust Hood	Minneapolis, MN	3				
		Lowell E.S.		Hobart Sales & Service	Scanlon, MN	1				
		Lowell E.S.		Hollander	Minneapolis, MN	3				
		Lowell E.S.		Two Rivers Enterprises	Holdingford, MN	3				
		Lowell E.S.		T & S Brass & Bronze	Traveler's Rest, SC	3				
		Lowell E.S.		YES Distributing	Mendota Heights, MN	3				
		Lowell E.S.		North Country Installation	Coon Rapids, MN	3				
	4	Lowell E.S.	Interior Improvements	Johnson Wilson Constructors	Duluth, MN	1	\$759,536.00			
	1	Lowell E.S.	Subcontractors & Suppliers	Duluth Sheet Metal	Duluth, MN	1				
	2	Lowell E.S.		Gartner Refrigeration	Duluth, MN	1				
	3	Lowell E.S.		Lakes States Insulation	Duluth, MN	1				
	4	Lowell E.S.		Johnson Controls, Inc	Duluth, MN	1				
5	Lowell E.S.	Pipline Supply		Grand Rapids, MN	2					
6	Lowell E.S.	Ferguson Supply		Duluth, MN	1					
5	Lowell E.S.	HVAC & Plumbing	Gorham Oien Mechanical	Mora, MN	2		\$1,248,943.00			
1	Lowell E.S.	Subcontractors & Suppliers	Duluth Sheet Metal	Duluth, MN	1					
2	Lowell E.S.		Gartner Refrigeration	Duluth, MN	1					
3	Lowell E.S.		Lakes States Insulation	Duluth, MN	1					
4	Lowell E.S.		Johnson Controls, Inc	Duluth, MN	1					
5	Lowell E.S.		Pipline Supply	Grand Rapids, MN	2					
6	Lowell E.S.		Ferguson Supply	Duluth, MN	1					
7	Lowell E.S.		Goodin Co	Duluth, MN	1					
8	Lowell E.S.		R.E. Carlson	Maple Grove, MN	3					
9	Lowell E.S.		Mulcahy Co	Eagan, MN	3					
10	Lowell E.S.		SPS Co	St. Paul, MN	3					
6	Lowell E.S.	Fire Protection	Viking Automatic Sprinkler Co	Duluth, MN	1	\$57,370.00				

DULUTH PUBLIC SCHOOLS

LRFP CONTRACTOR & SUPPLIER LISTING

Tuesday, December 7, 2010



DULUTH PUBLIC SCHOOLS

Note: Tier One includes Duluth/Superior and adjacent communities

Note: Tier Two includes International Falls, Mora, Grand Rapids, Hibbing & Virginia. Many contractors within Tier Two are members of the Duluth Builder's Exchange

Note: Tier Three includes Twin Cities contractors and other contractors not defined as members of the Duluth Builders Exchange.

	Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total
	7	Lowell E.S.	Electrical	Api Electric Company	Duluth, MN	1	\$795,224.00			
	8	Lowell E.S.	Roofing	Palmer West Construction	Rogers, MN	3			\$1,070,935.00	
	9	Lowell E.S.	Asbestos Abatement	Acct, Inc.	Cloquet, MN	1	\$77,710.00			
	10	Lowell E.S.	Test & Balancing	Test & Balance Associates, Inc	Brooklyn Park, MN	3			\$23,070.00	
general conditions	1	Lowell E.S.	Construction Waste Management	Veit Disposal	Duluth, MN	1	\$18,450.00			
	2	Lowell E.S.	Site Superintendent	Kraus Anderson	Duluth, MN	1	\$76,419.00			
	3	Lowell E.S.	Reproduction Services	Shel Don	Duluth, MN	1	\$771.00			
	totals							\$2,615,605.00	\$1,248,943.00	\$1,196,350.00
Percentage of Total \$\$							51.68%	24.68%	23.64%	100.00%
1	1	Stowe E.S.	Masonry & Interior finishes	Johnson-Wilson	Duluth, MN	1	\$242,672.00			
	1	Stowe E.S.	Subcontractors & Suppliers	Concrete Sawing Svcs	Superior, WI	1				
	2	Stowe E.S.		Harbor City Masonry	Duluth, MN	1				
	3	Stowe E.S.		Duluth Steel	Duluth, MN	1				
	4	Stowe E.S.		Concrete Coatings	Blaine, MN	3				
	5	Stowe E.S.		Commercial Roofing	Barnum, MN	1				
	6	Stowe E.S.		H & O Caulking	Duluth, MN	1				
	7	Stowe E.S.		St Germain's Glass	Duluth, MN	1				
	8	Stowe E.S.		Northland Painting	Duluth, MN	1				
	9	Stowe E.S.		Lake Superior Painting	Duluth, MN	1				
	11	Stowe E.S.		St Germain's Cabinet	Duluth, MN	1				
	12	Stowe E.S.		A.G O'Brien	Hermantown, MN	1				
2	Stowe E.S.	Site Improvement		Ground Level Service	Duluth, MN	1	\$26,490.00			
3	Stowe E.S.	Asphalt Paving	Duluth-Superior Erection	Duluth, MN	1	\$351,346.80				
1	1	Stowe E.S.	Subcontractors & Suppliers	MN/WI Playground	Golden Valley, MN	3				
	2	Stowe E.S.		Ground Level Svcs	Duluth, MN	1				
	3	Stowe E.S.		Dynamic Steel	Proctor, MN	1				
	4	Stowe E.S.		Allied Blacktop	Maple Grove, MN	3				
	5	Stowe E.S.		Century Fence	Forest Lake, MN	3				
	6	Stowe E.S.		Duluth Ready Mix	Duluth, MN	1				
4	Stowe E.S.	Roofing	A.W. Kuettel & Sons, Inc.	Duluth, MN	1	\$709,719.60				
1	Stowe E.S.	Subcontractors & Suppliers		MacArthur Co.	Duluth, MN	1				
5	Stowe E.S.	Walk-In Cooler	Strategic Equipment & Supply Corp.	St Cloud, MN	3			\$35,959.83		
1	Stowe E.S.	Subcontractors & Suppliers		Thermalite	Commerce, CA	3				
2	Stowe E.S.	Subcontractors & Suppliers		Carlson Refrigeration	Superior, WI	1				
6	Stowe E.S.	Interior Improvements	Kraus-Anderson Construction Co	Duluth, MN	1	\$467,534.43				
1	Stowe E.S.	Subcontractors & Suppliers	Sell Hardware	Duluth, MN	1					
2	Stowe E.S.		St Germain's Glass	Duluth, MN	1					
3	Stowe E.S.		Contract Tile & Carpet	Duluth, MN	1					
4	Stowe E.S.		Elite Caulking & Sealants	Superior, WI	1					

DULUTH PUBLIC SCHOOLS

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		Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total	
contractors	5	Stowe E.S.	Subcontractors & Suppliers		Quality Drywall & Plastering	Duluth, MN	1					
	6	Stowe E.S.			W.E. Neal Co	Watertown, MN	3					
	7	Stowe E.S.			W.A. Schaefer & Sons	Duluth, MN	1					
	8	Stowe E.S.			Dan Treb Paint & Decorating	Long Lake, MN	3					
	9	Stowe E.S.			Bartley Sales Co	Minneapolis, MN	3					
	7	Stowe E.S.	HVAC, Plumbing & Fire	Shannons, Inc.		International Falls, MN	2		\$671,563.00			
	1	Stowe E.S.	Subcontractors & Suppliers		Concrete Sawing Svcs	Superior, WI	1					
	2	Stowe E.S.			EnviroBate Metro	Minneapolis, MN	3					
	3	Stowe E.S.			HydaMetrics	Centerville, MN	3					
	4	Stowe E.S.			Johnson Controls	Duluth, MN	1					
	5	Stowe E.S.			Mavo Systems	Hibbing, MN	2					
	6	Stowe E.S.			RM Cotton	Brooklyn, MN	3					
7	Stowe E.S.	Summit Fire Protection			Duluth, MN	1						
8	Stowe E.S.	Ferguson			Duluth, MN	1						
9	Stowe E.S.	RE Carlson			Maple Grove, MN	3						
10	Stowe E.S.	ABE			Duluth, MN	1						
11	Stowe E.S.	RHI			Fargo, ND	3						
12	Stowe E.S.	Grainger			Duluth, MN	1						
8	Stowe E.S.	Electrical	Belknap Electric		Superior, WI	1	\$503,094.00					
1	Stowe E.S.	Subcontractors & Suppliers		Rav	Minneapolis, MN	3						
2	Stowe E.S.			Pro Tec	Minneapolis, MN	3						
3	Stowe E.S.			Viking Electric	Duluth, MN	1						
4	Stowe E.S.			Graybar	Duluth, MN	1						
5	Stowe E.S.			United	Duluth, MN	1						
6	Stowe E.S.			Simplex	Minneapolis, MN	3						
9	Stowe E.S.	Hired by School District	Stout Mechanical		Duluth, MN	1	\$60,000.00					
10	Stowe E.S.	Exterior Wall Restoration	Bedrock Flint		Duluth, MN	1	\$44,971.00					
1	Stowe E.S.	Subcontractors & Suppliers		Brock White	Duluth, MN	1						
2	Stowe E.S.			Arrowhead Concrete	Duluth, MN	1						
3	Stowe E.S.			Advance Specialties	St. Paul, MN	3						
11	Stowe E.S.	Testing & Balance	TD Test & Balance		Duluth, MN	1	\$14,000.00					
general conditions	1	Stowe E.S.	Construction Waste Management	Veit Disposal		Duluth, MN	1	\$14,754.00				
	2	Stowe E.S.	Reproduction Services	Shel Don		Duluth, MN	1	\$5,000.00				
	totals							\$2,439,581.83	\$671,563.00	\$35,959.83	\$3,147,104.66	
Percentage of Total \$\$							77.52%	21.34%	1.14%	100.00%		

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contractors	1	Lakewood E.S.	Asphalt Paving/Site Improvements	Nels Nelson and Sons Inc.						
					Cloquet, MN	1	\$419,284.00			
	1	Lakewood E.S.	Subcontractors & Suppliers	Concrete Sawing Services	Duluth, MN	1				
	2	Lakewood E.S.		TMIC Landscaping	Duluth, MN	1				
	3	Lakewood E.S.		Century Fence	Forest Lake, MN	3				
	4	Lakewood E.S.		MN Playground Equipment	St. Paul, MN	3				
	5	Lakewood E.S.		Donald Holm	Duluth, MN	1				
	6	Lakewood E.S.		Glacier Paving	Duluth, MN	1				
	7	Lakewood E.S.		ADSCO	Duluth, MN	1				
	8	Lakewood E.S.		HD Waterworks	Duluth, MN	1				
	9	Lakewood E.S.		Elk River Concrete Products	Duluth, MN	1				
10	Lakewood E.S.	Ess Brothers		Loretto, MN	3					
11	Lakewood E.S.	Duluth Ready Mix		Duluth, MN	1					
2	Lakewood E.S.	Exterior Wall Restoration	Bedrock Flint		Duluth, MN	1	\$120,327.00			
1	Lakewood E.S.	Subcontractors & Suppliers	Brock White	Duluth, MN	1					
2	Lakewood E.S.		Arrowhead Concrete	Duluth, MN	1					
3	Lakewood E.S.		Advance Specialties	St. Paul, MN	3					
3	Lakewood E.S.	Roofing	A.W. Kuettel & Sons, Inc.		Duluth, MN	1	\$59,320.00			
1	Lakewood E.S.	Subcontractors & Suppliers		MacArthur Co.	Duluth, MN	1				
4	Lakewood E.S.	Walk-In Freezer	Strategic Equipment & Supply Corp.		St Cloud, MN	3			\$25,620.00	
1	Lakewood E.S.	Subcontractors & Suppliers		Thermalite	Commerce, CA	3				
2	Lakewood E.S.	Subcontractors & Suppliers		Carlson Refrigeration	Superior, WI	1				
5	Lakewood E.S.	Interior Improvements	Donald Holm Construction		Duluth, MN	1	\$287,782.78			
1	Lakewood E.S.	Subcontractors & Suppliers	Penhall Co	Duluth, MN	1					
2	Lakewood E.S.		A.W. Kuettel & Sons	Duluth, MN	1					
3	Lakewood E.S.		Elite Caulking & Sealants	Duluth, MN	1					
4	Lakewood E.S.		St Germain's Glass Co.	Duluth, MN	1					
5	Lakewood E.S.		Contract Tile & Carpet	Duluth, MN	1					
6	Lakewood E.S.		Flament Hampshire, Inc.	Duluth, MN	1					
7	Lakewood E.S.		Northland Painting of Duluth	Duluth, MN	1					
8	Lakewood E.S.		Duluth Steel Fabricators	Duluth, MN	1					
9	Lakewood E.S.		Northern Door & Hardware	Duluth, MN	1					
10	Lakewood E.S.		Neal Slate Co	Watertown, MN	3					
11	Lakewood E.S.		Glenwood Signs & Awards	Duluth, MN	1					
6	Lakewood E.S.	HVAC, Plumbing & Fire	Shannons, Inc.		International Falls, MN	2		\$456,508.00		
1	Lakewood E.S.	Subcontractors & Suppliers		Concrete Sawing Svcs	Superior, WI	1				
2	Lakewood E.S.	Subcontractors & Suppliers		EnviroBate Metro	Minneapolis, MN	3				
3	Lakewood E.S.	Subcontractors & Suppliers		HydaMetrics	Centerville, MN	3				

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	Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total	
	4	Lakewood E.S.	Subcontractors & Suppliers	Johnson Controls	Duluth, MN	1					
	5	Lakewood E.S.		Mavo Systems	Hibbing, MN	2					
	6	Lakewood E.S.		RM Cotton	Brooklyn, MN	3					
	7	Lakewood E.S.		Summit Fire Protection	Duluth, MN	1					
	8	Lakewood E.S.		Ferguson	Duluth, MN	1					
	9	Lakewood E.S.		RE Carlson	Maple Grove, MN	3					
	10	Lakewood E.S.		ABE	Duluth, MN	1					
	11	Lakewood E.S.		RHI	Fargo, ND	3					
	12	Lakewood E.S.		Grainger	Duluth, MN	1					
7	Lakewood E.S.	Fire Protection		Summit Fire Protection		Duluth, MN	1	\$210,969.00			
	1	Lakewood E.S.		Subcontractors & Suppliers	Northwestern Power	Duluth, MN	1				
	2	Lakewood E.S.			MN Petroleum	Minneapolis, MN	3				
8	Lakewood E.S.	Electrical	Belknap Electric		Superior, WI	1	\$432,952.00				
	1	Lakewood E.S.	Subcontractors & Suppliers	Rav	Minneapolis, MN	3					
	2	Lakewood E.S.		Pro Tec	Minneapolis, MN	3					
	3	Lakewood E.S.		Viking Electric	Duluth, MN	1					
	4	Lakewood E.S.		Graybar	Duluth, MN	1					
	5	Lakewood E.S.		United	Duluth, MN	1					
	6	Lakewood E.S.		Simplex	Minneapolis, MN	3					
9	Lakewood E.S.	Testing & Balance	TD Test & Balance		Duluth, MN	1	\$11,500.00				
10	Lakewood E.S.	Fuel Oil Burner	Meetek & Company		Duluth, MN	1	\$61,954.22				
general conditions	1	Lakewood E.S.	Construction Waste Management	Veit Disposal		Duluth, MN	1	\$10,000.00			
	2	Lakewood E.S.	Reproduction Services	Shel Don		Duluth, MN	1	\$1,775.00			
	totals							\$1,615,864.00	\$456,508.00	\$25,620.00	\$2,097,992.00
Percentage of Total \$\$							77.02%	21.76%	1.22%	100.00%	
	1	Homecroft E.S.	Earthwork & Site Improvement	Veile		Duluth, MN	1	\$630,190.00			
	2	Homecroft E.S.	Concrete	Home Menders		Duluth, MN	1	\$290,513.00			
	1	Homecroft E.S.	Subcontractors & Suppliers	JP Concrete		Duluth, MN	1				
	2	Homecroft E.S.		Kolb Construction		Cloquet, MN	1				
	3	Homecroft E.S.		Jamar Co		Duluth, MN	1				
	4	Homecroft E.S.		Country Materials Corp		Rice Lake, WI	1				
	5	Homecroft E.S.		Penhall Company		Duluth, MN	1				
	6	Homecroft E.S.		ASDCO/Jamar		Duluth, MN	1				
	7	Homecroft E.S.		Duluth Ready Mix		Duluth, MN	1				
	8	Homecroft E.S.		Hermantown Lumber		Hermantown, MN	1				
	9	Homecroft E.S.		Kraemer Construction		Duluth, MN	1				
	10	Homecroft E.S.		Symons Corporation		Minneapolis, MN	3				
	11	Homecroft E.S.		Arrowhead Concrete		Duluth, MN	1				

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	Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total
contractors	3	Homecroft E.S.	Masonry	Harbor City Masonry	Duluth, MN	1	\$533,430.00			
	1	Homecroft E.S.	Subcontractors & Suppliers		Elite Caulking & Sealants	Grand Rapids, MI	3			
	2	Homecroft E.S.			Arrowhead Concrete	Duluth, MN	1			
	3	Homecroft E.S.			Brock White	Duluth, MN	1			
	4	Homecroft E.S.	Metals	Thurnbeck Steel Fabrication	Forest Lake, MN	3			\$112,077.00	
	1	Homecroft E.S.	Subcontractors & Suppliers		Infra-Metals	Marseilles, IL	3			
	2	Homecroft E.S.			Namasco	Dubuque, IA	3			
	3	Homecroft E.S.			McNeilus Steel	Dodge Center, MN	3			
	4	Homecroft E.S.			B & F Fastener Supply	Duluth, MN	1			
	5	Homecroft E.S.			Vulcraft	Minneapolis, MN	3			
	6	Homecroft E.S.			Fastenal	Duluth, MN	1			
	5	Homecroft E.S.	Building Improvement	RJS Construction	Superior, WI	1	\$1,294,667.00			
	1	Homecroft E.S.	Subcontractors & Suppliers		Belanger Inc.	Duluth, MN	1			
	2	Homecroft E.S.			A.W. Kuettel	Duluth, MN	1			
	3	Homecroft E.S.			Construction Specialties	Fargo, ND	3			
	4	Homecroft E.S.			W.E. Neal Slate Co	Burnsville, MN	3			
	5	Homecroft E.S.			Twin City Acoustics	Minneapolis, MN	3			
	6	Homecroft E.S.			JF Equipment LLC	Cromwell, MN	1			
	7	Homecroft E.S.			NPD, Inc.	Duluth, MN	1			
	8	Homecroft E.S.			Medina Construction	Minneapolis, MN	3			
	9	Homecroft E.S.			TFE, Inc.	Brookston, MN	1			
	6	Homecroft E.S.	HVAC & Plumbing	Jamar Co	Duluth, MN	1	\$1,664,142.00			
	1	Homecroft E.S.	Subcontractors & Suppliers		Ferguson	Duluth, MN	1			
	2	Homecroft E.S.			RE Carlson	Maple Grove, MN	3			
	3	Homecroft E.S.			ABE	Duluth, MN	1			
	4	Homecroft E.S.			Schwab, Vollhaber, Lubratt	Shoreview, MN	3			
	5	Homecroft E.S.			TMS Johnson	Minneapolis, MN	3			
	6	Homecroft E.S.			Goodin Co	Duluth, MN	1			
7	Homecroft E.S.	Fire Protection	AG O'Brien	Hermantown, MN	1	\$54,733.00				
8	Homecroft E.S.	Roofing	Thelen	Brainerd, MN	2		\$254,000.00			
1	Homecroft E.S.	Subcontractors & Suppliers		MacArthur Co.	Duluth, MN	1				
9	Homecroft E.S.			Kitchen Equipment	Grand Kitchen	Plymouth, MN	3			\$214,207.00
1	Homecroft E.S.	Subcontractors & Suppliers		Appliance Repair Svcs	Carlton, MN	1				
2	Homecroft E.S.			Bruce's Refrigeration	Cloquet, MN	1				
10	Homecroft E.S.	Asbestos Abatement	Mavo	Proctor, MN	1	\$132,360.00				
1	Homecroft E.S.	Subcontractors & Suppliers		Veit Disposal	Duluth, MN	1				
11	Homecroft E.S.			Test & Balancing	Test & Balance Associates, Inc	Brooklyn Park, MN	3			\$16,800.00
12	Homecroft E.S.	Electrical	Belknap Electric	Superior, WI	1	\$744,423.00				
1	Homecroft E.S.	Subcontractors & Suppliers		Rav	Minneapolis, MN	3				
2	Homecroft E.S.			Pro Tec	Minneapolis, MN	3				
3	Homecroft E.S.			Viking Electric	Duluth, MN	1				
4	Homecroft E.S.			Graybar	Duluth, MN	1				

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		Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total
		5	Homecroft E.S.		United	Duluth, MN	1				
		6	Homecroft E.S.		Simplex	Minneapolis, MN	3				
general conditions	1	Homecroft E.S.	Construction Waste Management	Veit Disposal		Duluth, MN	1	\$30,440.00			
	2	Homecroft E.S.	Reproduction Services	Shel Don		Duluth, MN	1	\$100.00			
	3	Homecroft E.S.	Sanitary Facilities	Thompson Rental		Superior, WI	1	\$600.00			
	4	Homecroft E.S.	Telephone Service	Qwest		Duluth, MN	1	\$1,200.00			
	5	Homecroft E.S.	Temporary Power	Mn Power		Duluth, MN	1	\$150.00			
			totals						\$5,376,948.00	\$254,000.00	\$343,084.00
		Percentage of Total \$\$						90.01%	4.25%	5.74%	100.00%
1	Eastern M.S.	Artificial Athletic Field		Frattalone		St. Paul, MN	3			\$995,000.00	
1	Eastern M.S.	Subcontractors & Suppliers			Noland Turf	Wood Dale, IL	3				
2	Eastern M.S.				Sprinturf	Wayne, PA	3				
3	Eastern M.S.				Ground Level Services	Duluth, MN	1				
4	Eastern M.S.				Hovland, Inc.	Hermantown, MN	1				
5	Eastern M.S.				Udeen Trucking	Superior, WI	1				
6	Eastern M.S.				Midwest Aggregate	Duluth, MN	1				
7	Eastern M.S.				Dairyland Fence	Iron River, WI	1				
8	Eastern M.S.				HD Supply Waterworks	Eden Prairie, MN	3				
2	Eastern M.S.	Masonry Restoration		Macpherson-Towne		Minneapolis, MN	3			\$846,170.00	
1	Eastern M.S.	Subcontractors & Suppliers			AJK Door Services	Duluth, MN	1				
2	Eastern M.S.				Acme Ochs Brick & Stone	Edina, MN	3				
3	Eastern M.S.				Brock White	Duluth, MN	1				
3	Eastern M.S.	Demolition		Gladstone		St. Paul, MN	3			\$453,691.00	
4	Eastern M.S.	Concrete		Northland		Burnsville, MN	3			\$565,000.00	
1	Eastern M.S.	Subcontractors & Suppliers			Rebarfab	St. Paul, MN	3				
2	Eastern M.S.				Duluth Ready Mix	Saginaw, MN	1				
3	Eastern M.S.				ACME Tools	Duluth, MN	1				
4	Eastern M.S.				ADSCO	Duluth, MN	1				
5	Eastern M.S.	Precast Concrete		Hanson		Maple Grove, MN	3			\$606,619.00	
1	Eastern M.S.	Subcontractors & Suppliers			Right Way Caulking	Minneapolis, MN	3				
6	Eastern M.S.	Masonry		Harbor City		Duluth, MN	1	\$884,852.00			
7	Eastern M.S.	Structural Steel/Metal Fabrication		Supply		Duluth, MN	1	\$89,210.00			
8	Eastern M.S.	Steel Erection - Structural and Misc. Metals		Northern Industrial		Grand Rapids, MN	2		\$74,695.00		
9	Eastern M.S.	Carpentry Material & Installation		Lipe		Duluth, MN	1	\$89,580.00			
10	Eastern M.S.	Casework, Cabinets and Solid		Polymer		Gladstone	3			\$496,918.00	
1	Eastern M.S.	Subcontractors & Suppliers			Haldeman-Homme	Eden Prairie, MN	3				
11	Eastern M.S.	Waterproofing		Kremer Davis		Fridley, MN	3			\$69,000.00	

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	12	Eastern M.S.	Roofing & Flashing	Thelen	Brainerd, MN	2		\$5,498,000.00		
	13	Eastern M.S.	Joint Sealants	Carciofini	Duluth, MN	1	\$28,600.00			
	14	Eastern M.S.	HM Doors, Frames, Wood Doors, & Hardware	Northern Door	Duluth, MN	1	\$231,713.00			
	15	Eastern M.S.	Sectional Doors	Lipe	Duluth, MN	1	\$2,440.00			
	16	Eastern M.S.	Storefront, Curtainwall, Windows, & Glazing	St. Germain's	Duluth, MN	1	\$219,019.00			
	17	Eastern M.S.	Drywall & Plaster	RTL	Shakopee, MN	3			\$365,471.00	
Contractors	1	Eastern M.S.	Subcontractors & Suppliers		Kelly Stucco Systems	Elko, MN	3			
	2	Eastern M.S.	Subcontractors & Suppliers		Therma Spray, Inc.	Minneapolis, MN	3			
	18	Eastern M.S.	Ceramic Tile	CD Tile	Blaine, MN	3			\$244,000.00	
	1	Eastern M.S.	Subcontractors & Suppliers		Daltile	Minneapolis, MN	3			
	2	Eastern M.S.	Subcontractors & Suppliers		RBC Tile & Stone	Plymouth, MN	3			
	3	Eastern M.S.	Subcontractors & Suppliers		Rubble Tile Distributors	Burnsville, MN	3			
	19	Eastern M.S.	Acoustical Ceilings	Schaffer	Duluth, MN	1	\$340,018.00			
	1	Eastern M.S.	Subcontractors & Suppliers		Haldeman-Homme	Eden Prairie, MN	3			
	20	Eastern M.S.	Carpet/Resilient Flooring	MCI	Waite Park, MN	3			\$222,450.00	
	21	Eastern M.S.	Terrazzo Flooring	Grazzinni	Eagan, MN	3			\$192,700.00	
22	Eastern M.S.	Paint & Coating/Wall Covering	Fransen	Milaca, MN	3			\$325,820.00		
23	Eastern M.S.	Visual Display Boards	Neal Slate	Watertown, MN	3			\$46,495.00		
	1	Eastern M.S.	Subcontractors & Suppliers		Tekton Construction	St Louis Park, MN	3			
	2	Eastern M.S.	Subcontractors & Suppliers		W.E. Neal Slate Co	Watertown, MN	3			
24	Eastern M.S.	Misc. Specialties	Kendall Door	Winona, MN	3			\$148,966.00		
25	Eastern M.S.	Metal Wardrobe Lockers	JF Equipment	Cromwell, MN	1	\$98,700.00				
	1	Eastern M.S.	Subcontractors & Suppliers		C.C. Installations		3			
	2	Eastern M.S.	Subcontractors & Suppliers		Art Metal Products	Deerfield Beach, FL	3			
26	Eastern M.S.	Pool Construction/Equipment	Badger	Prairie du Sac, WI	3			\$770,250.00		
	1	Eastern M.S.	Subcontractors & Suppliers		Neptune Benson	Coventry, RI	3			
27	Eastern M.S.	Fire Protection	Gorhman	Mora, MN	2		\$152,000.00			
28	Eastern M.S.	Mechanical - Plumbing/HVAC/Temp Control	Thelen	Brainerd, MN	2		\$5,498,000.00			
	1	Eastern M.S.	Subcontractors & Suppliers		SVL	Shoreview, MN	3			
	2	Eastern M.S.	Subcontractors & Suppliers		Midwest Mechanical	Minneapolis, MN	3			
	3	Eastern M.S.	Subcontractors & Suppliers		Ryan Company	Minneapolis, MN	3			
	4	Eastern M.S.	Subcontractors & Suppliers		Synergic Engineering	Chanassen, MN	3			
	5	Eastern M.S.	Subcontractors & Suppliers		Trane	St Paul, MN	3			
	6	Eastern M.S.	Subcontractors & Suppliers		RJ Mechanical	St Cloud, MN	3			
	7	Eastern M.S.	Subcontractors & Suppliers		Neuman Insulation	Cloquet, MN	1			
	8	Eastern M.S.	Subcontractors & Suppliers		ABE	Duluth, MN	1			
	9	Eastern M.S.	Subcontractors & Suppliers		KMS	Minneapolis, MN	3			
29	Eastern M.S.	Electrical	Benson	Superior, WI	1	\$2,874,100.00				
	1	Eastern M.S.	Subcontractors & Suppliers		Dell/Comm, inc.	Duluth, MN	1			
	2	Eastern M.S.	Subcontractors & Suppliers		RAV	Minneapolis, MN	3			

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	Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total
30	Eastern M.S.	Excavation & Site Earthwork	Arnt		Hugo, MN	3			\$1,000,900.00	
1	Eastern M.S.	Subcontractors & Suppliers		Knife Lake Concrete	Mora, MN					
2	Eastern M.S.			Redstone Construction	Little Rock, AR	3				
3	Eastern M.S.			Earl F. Anderson	Bloomington, MN	3				
31	Eastern M.S.	Asphalt Concrete Paving	Ulland		Carlton, MN	1	\$176,550.00			
1	Eastern M.S.	Subcontractors & Suppliers		Murphy Oil	Superior, WI	1				
32	Eastern M.S.	Landscaping and Sod	Urban		St. Paul, MN	3			\$49,000.00	
33	Eastern M.S.	Chain Link Fences and Gates	Century Fence		Forest Lake, MN	3			\$34,529.00	
34	Eastern M.S.	Food Service Equipment	Hockenbergs		Minneapolis, MN	3			\$77,685.49	
35	Eastern M.S.	Asbestos Abatement	Acct, Inc.		Cloquet, MN	1	\$13,000.00			
36	Eastern M.S.	Asbestos Abatement Phase 2	Acct, Inc.		Cloquet, MN	1	\$56,640.00			
totals							\$5,104,422.00	\$11,222,695.00	\$7,510,664.49	\$23,837,781.49
Percentage of Total \$\$							21.41%	47.08%	31.51%	100.00%
Contractors	1	Lester Park E.S.	Home Demolition	Alliance Steel	Superior, WI	1	\$92,000.00			
	2	Lester Park E.S.	Plumbing/HVAC Equipment	Midwest Mechanical	Minneapolis, MN	3			\$23,130.00	
	3	Lester Park E.S.	Mechanical Equipment Suppliers	SVL Inc.	St. Paul, MN	3			\$300,565.00	
	4	Lester Park E.S.	Mechanical Equipment Suppliers	RM Cotten Co.	Brooklyn Park, MN	3			\$76,550.00	
	5	Lester Park E.S.	Mechanical Equipment Suppliers	Minnesota Air	Bloomington, MN	3			\$68,900.00	
	6	Lester Park E.S.	Concrete	Kelleher	Burnsville, MN	3			\$848,600.00	
	7	Lester Park E.S.	Precast Concrete	Molin	Lino Lakes, MN	3			\$315,687.00	
	8	Lester Park E.S.	Masonry	Harbor City	Duluth, MN	1	\$1,504,274.00			
	1	Lester Park E.S.	Subcontractors & Suppliers		Kremer & Davis	Fridley, MN	3			
	9	Lester Park E.S.	Steel/Metal Fabrication Supply	Dynamic	Proctor, MN	1	\$397,700.00			
	10	Lester Park E.S.	Steel Erection - Structural and						\$216,817.00	
	11	Lester Park E.S.	Misc. Metals	Northern Industrial	Grand Rapids, MN	2				
		Lester Park E.S.	Carpentry	Lipe Brothers	Duluth, MN	1	\$147,000.00			
	12	Lester Park E.S.	Metal Wall Panels/Roofing & Flashing	Jamar	Duluth, MN	1	\$956,255.00			
	13	Lester Park E.S.	Joint Sealers	Seal Treat	Eden Prairie, MN	3			\$30,170.00	
	14	Lester Park E.S.	Doors, Frames, & Hardware	Kendall	Winona, MN	3			\$159,046.00	
	15	Lester Park E.S.	Overhead Doors	Lipe Brothers	Duluth, MN	1	\$28,700.00			
	16	Lester Park E.S.	Storefront, Curtain Wall, Glazing & Al. Windows	St. Germain's	Duluth, MN	1	\$344,417.00			
	17	Lester Park E.S.	Drywall & Plaster	RTL	Shakopee, MN	3			\$383,436.00	
	1	Lester Park E.S.	Subcontractors & Suppliers		Kelly Stucco Systems	Elko, MN	3			
	2	Lester Park E.S.			Structural Applicators	Clear Lake, WI	3			
18	Lester Park E.S.	Tile Work	Twin Cities	St. Paul, MN	3			\$179,600.00		
19	Lester Park E.S.	Acoustical Ceilings	Flament	Superior, WI	1	\$114,950.00				
20	Lester Park E.S.	Wood Flooring	Mastiff	St. Anthony, MN	3			\$43,000.00		
1	Lester Park E.S.	Subcontractors & Suppliers		Doug's Floor Sanding	Dassel, MN	3				
2	Lester Park E.S.			Tarkett	Whitehall, PA	3				
21	Lester Park E.S.	Carpet/Resilient Flooring	Northland Flooring		Grand Rapids, MN	2		\$173,000.00		

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1	Lester Park E.S.	Subcontractors & Suppliers		D&J Floor Coverings	Coquitlam, BC	3					
22	Lester Park E.S.	Sand Cushion and Plastic Matrix Terrazzo	Advanced Terrazzo		Coon Rapids, MN	3			\$185,000.00		
23	Lester Park E.S.	Paint	Northland Painting		Duluth, MN	1	\$92,445.00				
24	Lester Park E.S.	Misc. Specialties	Kendall		Winona, MN	3			\$52,675.00		
25	Lester Park E.S.	Metal Wardrobe Lockers	JF Equipment		Cromwell, MN	1	\$24,600.00				
26	Lester Park E.S.	Operable Panel Partitions	Hufcor		Golden Valley, MN	3			\$28,787.00		
27	Lester Park E.S.	Athletic Equipment	H&B		Eden Prairie, MN	3			\$27,280.00		
28	Lester Park E.S.	Finish Carpentry	Okeefe		River Falls, WI	3			\$341,610.00		
29	Lester Park E.S.	Window Treatment/Roller Shades	Custom Exp.		Burnsville, MN	3			\$34,408.00		
30	Lester Park E.S.	Hydraulic Elevator	Schindler		Bemidji, MN	3			\$65,400.00		
31	Lester Park E.S.	Fire Protection	Brothers		Duluth, MN	1	\$114,998.00				
32	Lester Park E.S.	Plumbing/HVAC/Temperature Controls	MD Mechanical		St. Cloud, MN	3			\$2,220,000.00		
33	Lester Park E.S.	Electrical	Town & Country		Virginia, MN	2		\$1,151,900.00			
34	Lester Park E.S.	Demolition, Earthwork & Site Utilities	Ulland		Carlton, MN	1	\$3,042,000.00				
35	Lester Park E.S.	Asphalt Concrete Paving	Northland Paving		Duluth, MN	1	\$122,000.00				
36	Lester Park E.S.	Landscaping and Sod	Urban		St. Paul, MN	3			\$67,500.00		
37	Lester Park E.S.	Chain Link Fences and Gates	Keller Fence		Grand Rapids, MN	2		\$9,500.00			
38	Lester Park E.S.	Food Service Equipment	Hockenbergs		Minneapolis, MN	3			\$307,115.00		
totals							\$6,981,339.00	\$1,551,217.00	\$5,758,459.00	\$14,291,015.00	
Percentage of Total \$\$							48.85%	10.85%	40.29%	100.00%	
1	Denfeld H.S.	House Demo & Site Grading	RJS Construction		Superior, WI	1	\$150,000.00				
1	Denfeld H.S.	Subcontractors & Suppliers		CMI	Duluth, MN	1					
2	Denfeld H.S.			Superior Steel	Superior, WI	1					
3	Denfeld H.S.			Kolb Construction	Duluth, MN	1					
4	Denfeld H.S.			Jamar	Duluth, MN	1					
5	Denfeld H.S.			St Germain's Casework	Duluth, MN	1					
6	Denfeld H.S.			The Glass Man	Cromwell, MN	1					
7	Denfeld H.S.			Overhead Door	Duluth, MN	1					
2	Denfeld H.S.	Electrical Service modifications	Benson Electric		Superior, WI	1	\$305,100.00				
3	Denfeld H.S.	Mechanical	Stout Mechanical		Duluth, MN	1	\$495,800.00				
1	Denfeld H.S.	Subcontractors & Suppliers		Johnson Controls	Duluth, MN	1					
2	Denfeld H.S.			Northern Industrial Insul	Edmonton, AB	3					
3	Denfeld H.S.			Viking Sprinklers	Duluth, MN	1					
4	Denfeld H.S.			Lipe Bros	Duluth, MN	1					
5	Denfeld H.S.			Api Electric	Duluth, MN	1					
6	Denfeld H.S.			Ferguson	Duluth, MN	1					
7	Denfeld H.S.			Goodin Co Blesi-Evans	Duluth, MN	1					
8	Denfeld H.S.			PBBS Equipment Corp	Menomonie, WI	3					

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	Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total	
	9	Denfeld H.S.		Brock White	Duluth, MN	1					
	4	Denfeld H.S.	Electrical	Api Electrical Co	Duluth, MN	1	\$113,986.00				
	5	Denfeld H.S.	Pump Room Asbestos Abatement	Mavo Systems	Duluth, MN	1	\$15,521.00				
	6	Denfeld H.S.	Earthwork/ Site Demo/Asphalt Paving/Curbs/ Site Utilities	Northland Constructors	Duluth, MN	1	\$1,741,800.00				
	1	Denfeld H.S.	Subcontractors & Suppliers	Northwoods Sodding	Duluth, MN	1					
	2	Denfeld H.S.		Fobbe Contracting	Annandale, MN	3					
	3	Denfeld H.S.		TPEC	Superior, WI	1					
	4	Denfeld H.S.		Lines By Lightner	Esko, MN	1					
	5	Denfeld H.S.		Cretex	Eik River, MN	3					
	6	Denfeld H.S.		Contech	West Chester, OH	3					
	7	Denfeld H.S.		Northern Waterworks	Fargo, ND	3					
	8	Denfeld H.S.		Ess Bros	Laretto, MN	3					
	9	Denfeld H.S.		ASDCO	Duluth, MN	1					
	7	Denfeld H.S.	Masonry/Architectural Precast	Stretar Masonry & Concrete, Inc.	Duluth, MN	1	\$1,385,000.00				
	1	Denfeld H.S.	Subcontractors & Suppliers	Brock White	Duluth, MN	1					
	2	Denfeld H.S.		ASDCO	Duluth, MN	1					
	3	Denfeld H.S.		Swanson & Youngdale	Duluth, MN	1					
	4	Denfeld H.S.		Jamar	Duluth, MN	1					
	8	Denfeld H.S.	Steel Erection	Red Cedar Steel Erectors, Inc.	Menomonie, WI	3			\$287,000.00		
	9	Denfeld H.S.	Metal Panels	Architectural Products of Wausau	Wausau, WI	3			\$213,418.00		
	10	Denfeld H.S.	Roofing	Thelen Heating & Roofing, Inc.	Brainerd, MN	1	\$802,000.00				
	1	Denfeld H.S.	Subcontractors & Suppliers	Lipe Bros	Duluth, MN	1					
	11	Denfeld H.S.		Skylights	Superior Glass, Inc.	Superior, WI	1	\$131,533.00			
	12	Denfeld H.S.		Aluminum Storefronts/Windows	St. Germain's Glass, Inc.	Duluth, MN	1	\$253,066.00			
	13	Denfeld H.S.		Materials Testing	EPC	Duluth, MN	1	\$48,795.00			
	14	Denfeld H.S.		Building Survey	Salo Engineering	Duluth, MN	1	\$10,000.00			
	15	Denfeld H.S.	Masonry Restoration	Building Restoration Co.	Minneapolis, MN	3			\$984,224.00		
	1	Denfeld H.S.	Subcontractors & Suppliers	Superior Glass, Inc.	Superior, WI	1					
	2	Denfeld H.S.		Brock White	Duluth, MN	1					
	3	Denfeld H.S.		ADSCO	Duluth, MN	1					
	4	Denfeld H.S.		Swanson & Youngdale	Duluth, MN	1					
	5	Denfeld H.S.		Jamar	Duluth, MN	1					
	16	Denfeld H.S.	Chimney Restoration	Gerard Chimney	St Louis, MO	3			\$299,220.00		
	1	Denfeld H.S.	Subcontractors & Suppliers	Lakehead Constructors	Superior, WI	1					
	2	Denfeld H.S.		Veit	Duluth, MN	1					
	3	Denfeld H.S.		United Rentals	Hermantown, MN	1					
	17	Denfeld H.S.	Concrete Foundations/Walks	Northland Concrete & Masonry	Burnsville, MN	3			\$946,700.00		
	1	Denfeld H.S.	Subcontractors & Suppliers	E&J Rebar	Andover, MN	3					
	2	Denfeld H.S.		Duluth Ready Mix	Saginaw, MN	1					
	3	Denfeld H.S.		Dynamic Structural Steel	Proctor, MN	1					
	4	Denfeld H.S.		Acme Tools	Duluth, MN	1					

Contractors

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18	Denfeld H.S.	Cast-in place Concrete/Slabs	Northland Concrete & Masonry		Burnsville, MN	3			\$372,370.00		
1	Denfeld H.S.	Subcontractors & Suppliers		Duluth Ready Mix	Duluth, MN	1					
2	Denfeld H.S.			Dynamic Structural Steel	Proctor, MN	1					
3	Denfeld H.S.			ASDCO	Duluth, MN	1					
19	Denfeld H.S.	Structural Precast Concrete	Molin Concrete Products		Lino Lakes, MN	3			\$534,176.00		
1	Denfeld H.S.	Subcontractors & Suppliers		Duluth Ready Mix	Duluth, MN	1					
20	Denfeld H.S.	Steel Supply	American Structural Metals, Inc.		Somerset, WI	3			\$624,900.00		
		Cold Formed									
21	Denfeld H.S.	Metal Framing/Fireproofing	Olympic Wall Systems, Inc.		Minnetonka, MN	3			\$469,800.00		
1	Denfeld H.S.	Subcontractors & Suppliers		United Rentals	Hermantown, MN	1					
22	Denfeld H.S.	Damproofing/waterproofing	Kremer & Davis		Fridley, MN	3			\$138,500.00		
23	Denfeld H.S.	Boiler Room Asbestos Abatement	Enorthern Environmental Services		Hibbing, MN	1	\$17,760.00				
24	Denfeld H.S.	Air Terminal Units	TMS Johnson		New Hope, MN	3			\$51,565.00		
25	Denfeld H.S.	Displacement Diffusers	TMS Johnson		New Hope, MN	3			\$129,210.00		
26	Denfeld H.S.	Boilers and Accessories	Ryan Company		Minneapolis, MN	3			\$249,000.00		
27	Denfeld H.S.	Air Cooled Condensing Unit	ABE		Duluth, MN	1	\$18,735.00				
28	Denfeld H.S.	Air Cooled Water Chiller	York Company		Plymouth, MN	3			\$192,775.00		
29	Denfeld H.S.	Plate Type Energy Recovery Units	Schwab, Vollhaber, Lubratt		Shoreview, MN	3			\$30,605.00		
30	Denfeld H.S.	Modular ERVUs	Trane Company		St Paul, MN	3			\$281,541.00		
31	Denfeld H.S.	Modular AHUs & MAUs	York Company		Plymouth, MN	3			\$87,700.00		
32	Denfeld H.S.	Fan Coil Units	Midwest Mechanical Solutions		Minneapolis, MN	3			\$4,740.00		
33	Denfeld H.S.	Food Service Equipment	Hockenbergs		Minneapolis, MN	3			\$648,000.00		
		Food Service Equipment - Culinary									
34	Denfeld H.S.	Arts	Hockenbergs		Minneapolis, MN	3			\$48,600.00		
35	Denfeld H.S.	Demolition	Lipe Bros		Duluth, MN	1	\$455,800.00				
36	Denfeld H.S.	Carpentry/General Construction	RJS Construction		Superior, WI	1	\$1,456,333.00				
37	Denfeld H.S.	Caulking/Firestopping	A.J. Spanjers Co. Inc		Minneapolis, MN	3			\$76,840.00		
38	Denfeld H.S.	Doors/Frames & Hardware	Sell Hardware, Inc.		Duluth, MN	1	\$377,460.00				
39	Denfeld H.S.	Coiling/Overhead Doors	Overhead Door Co of Duluth		Duluth, MN	1	\$23,100.00				
40	Denfeld H.S.	Drywall/Plaster	Minuti-Ogle, Co.		St Paul, MN	3			\$1,358,500.00		
		Accoustical Ceilings/Accoustic									
41	Denfeld H.S.	Treatments	Accoustic Associates, Inc.		Minneapolis, MN	3			\$318,800.00		
1	Denfeld H.S.	Subcontractors & Suppliers		Sound Concept	Hermantown, MN	1					
42	Denfeld H.S.	Painting	Regional Contracting & Painting		Duluth, MN	1	\$241,931.00				
1	Denfeld H.S.	Subcontractors & Suppliers		Sherwin Williams	Duluth, MN	1					
43	Denfeld H.S.	Miscellaneous Specialties - Supply	J.S. Cates Construction, Inc.		Minneapolis, MN	3			\$39,600.00		
		Visual Display Boards/Cases -									
44	Denfeld H.S.	Supply	W.E. Neal Slate Co.		Watertown, MN	3			\$30,946.00		
45	Denfeld H.S.	Gymnasium Divider Curtain	H&B Specialized Products, Inc.		Eden Prairie, MN	3			\$19,450.00		
46	Denfeld H.S.	Casework-Supply	Haldeman-Homme, Inc		Minneapolis, MN	3			\$272,130.00		

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	1	Denfeld H.S.			St Germain's Cabinet	Duluth, MN	1				
	2	Denfeld H.S.			Sound Concept	Hermantown, MN	1				
	47	Denfeld H.S.	Fire Protection	A.G. O'Brien Plumbing & Heating		Duluth, MN	1	\$345,850.00			
	48	Denfeld H.S.	Plumbing & Heating Piping/HVAC/Temperature controls	Shannon's Inc.		International Falls, MN	2		\$5,700,500.00		
	49	Denfeld H.S.	Electrical/Fire Alarm Tech. Cabling	Benson Electric		Superior, WI	1	\$3,525,000.00			
	50	Denfeld H.S.	Boiler Room Asbestos Abatement	Mavo Systems		Duluth, MN	1	\$228,400.00			
	51	Denfeld H.S.	Asbestos Abatement Phase 2 Classroom & Common areas	NES		Hibbing, MN	1	\$42,015.00			
general conditions	1	Denfeld H.S.	Construction Waste Management	Veit Disposal		Duluth, MN	1	\$60,000.00			
	2	Denfeld H.S.	Sanitary Facilities	Thompson Rental		Superior, WI	1	\$25,000.00			
	3	Denfeld H.S.	Drinking Water	Michaud Distributing		Duluth, MN	1	\$3,000.00			
	4	Denfeld H.S.	Telephone Service	Qwest		Duluth, MN	1	\$11,200.00			
	5	Denfeld H.S.	Temp Fuel & Gas	City of Duluth		Duluth, MN	1	\$305,000.00			
	6	Denfeld H.S.	Temporary Construction Heaters	Temp Heat		Duluth, MN	1	\$40,000.00			
	7	Denfeld H.S.	Site Fencing	Keller Fence		Grand Rapids, MN	2		\$13,020.00		
	8	Denfeld H.S.	Temporary Power	Mn Power		Duluth, MN	1	\$58,000.00			
totals								\$12,687,185.00	\$5,713,520.00	\$8,710,310.00	\$27,111,015.00
Percentage of Total \$\$								46.80%	21.07%	32.13%	100.00%
1		Ordean H.S.	Earthwork & Site Demo	Veit		Duluth, MN	1	\$1,557,950.00			
2		Ordean H.S.	Asphalt Paving & curbs	Northland Constructors		Duluth, MN	1	\$510,500.00			
3		Ordean H.S.	Materials Testing	Braun Intertec		Duluth, MN	1	\$103,000.00			
4		Ordean H.S.	Building Survey	Salo Engineering		Duluth, MN	1	\$35,000.00			
5		Ordean H.S.	Tuckpointing (Thru KA contract & bidding)	McPherson-Towne Co		Minneapolis, MN	3			\$82,688.00	
6		Ordean H.S.	Building Demo	Rachel Contracting, LLC		St Michael, MN	3			\$419,890.00	
7		Ordean H.S.	Asbestos Abatement	Envirobate, Inc.		Minneapolis, MN	3			\$366,000.00	
8		Ordean H.S.	Cast-in place Concrete/Slabs	Northland Concrete & Masonry		Burnsville, MN	3			\$869,700.00	
	1	Ordean H.S.			E&J Rebar	Andover, MN	3				
	2	Ordean H.S.			Veit Excavation	Duluth, MN	1				
	3	Ordean H.S.			Duluth Ready Mix	Saginaw, MN	1				
	4	Ordean H.S.			Dynamic Structural Steel	Proctor, MN	1				
	5	Ordean H.S.			Doka USA, Ltd	Channahon, IL	3				
	6	Ordean H.S.			ASDCO	Duluth, MN	1				
9		Ordean H.S.	Site Utilities	St. Paul Utilities		Burnsville, MN	3			\$1,096,400.00	
10		Ordean H.S.	Waterproofing/Insulation - (Rebid)	Concrete Coatings, Inc.		Blaine, MN	3			\$136,900.00	

DULUTH PUBLIC SCHOOLS

LRFP CONTRACTOR & SUPPLIER LISTING

Tuesday, December 7, 2010



DULUTH PUBLIC SCHOOLS

Note: Tier One includes Duluth/Superior and adjacent communities

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	Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total	
Contractors	11	Ordean H.S.	Footing/Foundations, and Retaining Walls	Northland Concrete & Masonry	Burnsville, MN	3			\$1,269,200.00		
	12	Ordean H.S.	Segmental Retaining Wall System	Structures Hardscape Specialists, Inc.	Bloomington, MN	3			\$955,604.00		
		Ordean H.S.	Axial Fans	Schwab, Vollhaber, Lubratt	Shoreview, MN	3			\$6,740.00		
	13	Ordean H.S.	Air Terminal Units	The Trane Co	St Paul, MN	3			\$51,606.00		
	14	Ordean H.S.	Displacement Diffusers	Midwest Mechanical Solutions	Minneapolis, MN	3			\$134,250.00		
	15	Ordean H.S.	Boilers & Accessories	Ryan Co	Minneapolis, MN	3			\$228,000.00		
	16	Ordean H.S.	Air Cooled Condensing Unit	Schwab, Vollhaber, Lubratt	Shoreview, MN	3			\$13,370.00		
	17	Ordean H.S.	Air Cooled Chillers	The Trane Co	St Paul, MN	3			\$206,651.00		
	18	Ordean H.S.	Plate Type Energy Recovery Units	Schwab, Vollhaber, Lubratt	Shoreview, MN	3			\$79,830.00		
	19	Ordean H.S.	Energy Recovery Units	Schwab, Vollhaber, Lubratt	Shoreview, MN	3			\$204,480.00		
	20	Ordean H.S.	Modular Air Handling Units	Schwab, Vollhaber, Lubratt	Shoreview, MN	3			\$161,840.00		
	21	Ordean H.S.	Food Service Equipment	Hockenbergs	Minneapolis, MN	3			\$647,557.66		
	22	Ordean H.S.	Food Service Equipment - Culinary Arts	Hockenbergs	Minneapolis, MN	3			\$209,289.34		
	23	Ordean H.S.	Fan Coil Units	Schwab, Vollhaber, Lubratt	Shoreview, MN	3			\$2,810.00		
	24	Ordean H.S.	Demolition	Lipe Brothers	Duluth, MN	1	\$375,000.00				
	25	Ordean H.S.	Cast-in place Concrete	Hanson Masonry	Owen, WI	3			\$1,145,464.00		
	26	Ordean H.S.	Pre-cast Concrete Plank	Molin Concrete	Lino Lakes, MN	3			\$999,980.00		
	27	Ordean H.S.	Pre-cast Concrete Wall Panels	Wells Concrete Products	Wells, MN	3			\$2,287,341.00		
	28	Ordean H.S.	Masonry	Harbor City Masonry	Duluth, MN	1	\$644,994.00				
	29	Ordean H.S.	Steel Supply	Le Jeune Steel Co	Minneapolis, MN	3			\$1,364,200.00		
	1	Ordean H.S.	Subcontractors & Suppliers		Duluth Steel	Duluth, MN	1				
	30	Ordean H.S.	Carpentry	Lipe Brothers	Duluth, MN	1	\$736,000.00				
	31	Ordean H.S.	Roofing & Sheet Metal	Palmer West	Rogers, MN	3			\$1,931,800.00		
	32	Ordean H.S.	Doors & Frames - Supply	Sell Hardware, Inc.	Duluth, MN	1	\$470,950.00				
	33	Ordean H.S.	Coiling & Overhead Doors	Lipe Brothers	Duluth, MN	1	\$29,731.00				
	34	Ordean H.S.	Drywall	RTL Construction	Shakopee, MN	3			\$1,690,271.00		
	35	Ordean H.S.	Plumbing & Heat Piping	El-Jay Plumbing & Heating	St Cloud, MN	3			\$2,915,700.00		
	36	Ordean H.S.	HVAC	McDowell Co	Waite Park, MN	3			\$3,131,600.00		
	37	Ordean H.S.	Electric	Belknap Electric	Superior, WI	1	\$4,706,148.00				
	38	Ordean H.S.	Steel Erection	Northern Industrial Erectors, Inc.	Grand Rapids, MN	2		\$571,956.00			
	39	Ordean H.S.	Fireproofing	Olympic Companies, Inc.	Minnetonka, MN	3			\$250,000.00		
	40	Ordean H.S.	Membrane & Waterproofing	Kremer & Davis, Inc.	Fridley, MN	3			\$13,750.00		
	41	Ordean H.S.	Caulking	Seal Treat, Inc.	Eden Prairie, MN	3			\$50,500.00		
	42	Ordean H.S.	Aluminum Entrances/Storefronts/Windows/Glazing	Superior Glass	Superior, WI	1	\$545,412.00				
	43	Ordean H.S.	Skylight System	W.L. Hall Company	Hopkins, MN	3			\$340,287.00		
	44	Ordean H.S.	Fire Protection	Viking Automatic Sprnklr Company	Duluth, MN	1	\$422,000.00				

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	Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total
45	Ordean H.S.	Tile Work	Contract Tile & Carpet, LLC		Duluth, MN	1	\$692,625.00			
46	Ordean H.S.	Terrazzo	Grazzini Bros & Co		Eagan, MN	3			\$325,000.00	
47	Ordean H.S.	Accoustical Ceilings/Panels	Twin Cities Acoustics		Minneapolis, MN	3			\$638,175.00	
48	Ordean H.S.	Wood Flooring	Haldeman-Homme, Inc dba Anderson Ladd		Minneapolis, MN	3			\$174,218.00	
49	Ordean H.S.	Painting/Wall Covering	Steinbrecher Paintings, Inc.		Princeton, MN	3			\$340,000.00	
50	Ordean H.S.	Miscellaneous Specialties - Supply	Kendell Doors & Hardware, Inc.		Mendota Hts, MN	3			\$76,661.00	
51	Ordean H.S.	Visual Display Boards/Cases - Supply	W.E. Neal Slate Co.		Watertown, MN	3			\$114,866.00	
52	Ordean H.S.	Metal Lockers/Athletic Lockers	Haldeman-Homme, Inc		Minneapolis, MN	3			\$353,679.00	
53	Ordean H.S.	Theater & Stage Equipment	Secoa, Inc.		Champlin, MN	3			\$213,327.00	
54	Ordean H.S.	Athletic Field Equipment & Site Furnishings	Upper Midwest Athletic Construction		Anoka, MN	3			\$103,752.00	
55	Ordean H.S.	Casework-Supply	Haldeman-Homme, Inc		Minneapolis, MN	3			\$386,769.00	
56	Ordean H.S.	Auditorium-Seating	Haldeman-Homme, Inc		Minneapolis, MN	3			\$117,716.00	
57	Ordean H.S.	Telescoping Bleachers	Haldeman-Homme, Inc		Minneapolis, MN	3			\$259,108.00	
58	Ordean H.S.	Sound Conditioning Rooms	Wenger Corporation		Owatonna, MN	3			\$50,898.00	
59	Ordean H.S.	Asphalt Paving	Northland Constructors		Duluth, MN	1	\$249,000.00			
60	Ordean H.S.	Fences & Gates	Century Fence Co		Forest Lake, MN	3			\$67,958.00	
61	Ordean H.S.	Landscaping	Urban Companies, LLC		Lakewood, CO	3			\$65,000.00	
62	Ordean H.S.	Earthwork	Veit & Co		Duluth, MN	1	\$1,167,900.00			
general conditions	1	Ordean H.S.	Construction Waste Management	Veit Disposal	Duluth, MN	1	\$66,000.00			
	2	Ordean H.S.	Sanitary Facilities	Thompson Rental	Superior, WI	1	\$16,500.00			
	3	Ordean H.S.	Drinking Water	Michaud Distributing	Duluth, MN	1	\$1,300.00			
	4	Ordean H.S.	Telephone Service	Qwest	Duluth, MN	1	\$7,700.00			
	5	Ordean H.S.	Temp Fuel & Gas	City of Duluth	Duluth, MN	1	\$300,000.00			
	6	Ordean H.S.	Temporary Construction Heaters	Temp Heat	Duluth, MN	1	\$45,000.00			
	7	Ordean H.S.	Site Fencing	Keller Fence	Grand Rapids, MN	2		\$27,072.00		
	8	Ordean H.S.	Temporary Power	Mn Power	Duluth, MN	1	\$110,000.00			
totals							\$12,792,710.00	\$599,028.00	\$26,550,826.00	\$39,942,564.00
Percentage of Total \$\$							32.03%	1.50%	66.47%	100.00%
1	Laura Mac E.S.	Building Demo	RJS Construction		Superior, WI	1	\$242,000.00			
2	Laura Mac E.S.	Earthwork/ Site Demo/Excavation	Veit & Company, Inc.		Duluth, MN	1	\$1,034,626.00			
3	Laura Mac E.S.	Asphalt Paving Curb & Gutter	Ulland Bros, Inc.		Cloquet, MN	1	\$322,550.00			
4	Laura Mac E.S.	Food Service Equipment	Hockenbergs		Minneapolis, MN	3			\$298,683.00	
5	Laura Mac E.S.	Materials Testing	EPC		Duluth, MN	1	\$37,900.00			
6	Laura Mac E.S.	Site Utilities	Belair Excavating		New Brighton, MN	3			\$196,800.00	
1	Laura Mac E.S.		Davies Northern Waterworks		Blaine, MN	3				

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	Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total	
Contractors	2	Laura Mac E.S.	Subcontractors & Suppliers	Asphalt of Duluth	Hermantown, MN	1					
	3	Laura Mac E.S.		Duncan Concrete	Browerville, MN	3					
	4	Laura Mac E.S.		TMIC Landscaping LLC	Cloquet, MN	1					
	6	Laura Mac E.S.		Midwest Transport & Excavating	Brookston, MN	1					
	7	Laura Mac E.S.		County Materials	Roberts, MN	3					
	8	Laura Mac E.S.		Salo Engineering	Duluth, MN	1					
	7	Laura Mac E.S.		Building Survey	Salo Engineering	Duluth, MN	1	\$10,000.00			
	8	Laura Mac E.S.		Cast In Place Footings & Foundation	Kelleher Construction	Burnsville, MN	3			\$802,600.00	
	1	Laura Mac E.S.	Subcontractors & Suppliers	Arrowhead Concrete Works	Hermantown, MN	1					
	2	Laura Mac E.S.		Rebarfab Inc.	New Brighton, MN	3					
	3	Laura Mac E.S.		Sanders Steel Erectors	Hastings, MN	3					
	4	Laura Mac E.S.		Jamar	Duluth, MN	1					
	9	Laura Mac E.S.	Air Terminal Units	Midwest Mechanical Solutions	Minneapolis, MN	3			\$20,070.00		
	10	Laura Mac E.S.	Displacement Diffusers	Schwab, Vollhaber, Lubratt	Shoreview, MN	3			\$55,107.00		
	11	Laura Mac E.S.	Modular ERVU-2 & ERVU-3	Midwest Mechanical Solutions	Minneapolis, MN	3			\$1,625.00		
	12	Laura Mac E.S.	Boilers & Accessories	RM Cotton Co	Brooklyn Park, MN	3			\$115,355.00		
	13	Laura Mac E.S.	Air Cooled Condensing Unit	Schwab, Vollhaber, Lubratt	Shoreview, MN	3			\$10,826.00		
	14	Laura Mac E.S.	Air Cooled Water Chillers	Schwab, Vollhaber, Lubratt	Shoreview, MN	3			\$62,965.00		
	15	Laura Mac E.S.	Plate Type Energy Recovery Ventilation Units	Schwab, Vollhaber, Lubratt	Shoreview, MN	3			\$24,951.00		
	16	Laura Mac E.S.	Modular Energy Recovery Ventilation Units	Trane	St Paul, MN	3			\$75,109.00		
	17	Laura Mac E.S.	Modular Air Handling Units	Schwab, Vollhaber, Lubratt	Shoreview, MN	3			\$58,305.00		
	18	Laura Mac E.S.	Structural Precast Concrete	Wells Concrete	Wells, MN	3			\$327,271.00		
	19	Laura Mac E.S.	Structural Steel/Steel Joists/Metal Deck Misc Metals-Supply	Dynamic Steel	Proctor, MN	1	\$439,000.00				
	20	Laura Mac E.S.	CIP Concrete/Slabs	Northland Concrete & Masonry	Burnsville, MN	3			\$358,365.00		
	21	Laura Mac E.S.	Masonry	Bedrock Flint	Duluth, MN	1	\$1,815,547.00				
	22	Laura Mac E.S.	Structural Steel - Erection	Red Cedar Steel Erectors, Inc.	Menomonie, WI	3			\$162,500.00		
	23	Laura Mac E.S.	Rough Carpentry/Accessories	RJS Construction	Superior, WI	1	\$239,575.00				
	24	Laura Mac E.S.	Roofing/Sheet Metal/Wall Panels	Berwald Roofing Company, Inc	St Paul, MN	3			\$924,434.00		
	25	Laura Mac E.S.	Caulking/Firestopping	Carciofini Company	Minneapolis, MN	3			\$39,245.00		
	26	Laura Mac E.S.	Coiling Doors/Grilles/Sectional Doors	API Garage Door Store	Waite Park, MN	3			\$25,250.00		
27	Laura Mac E.S.	Drywall	Minuti-Ogle, Co.	St Paul, MN	3			\$595,090.00			
28	Laura Mac E.S.	Acoustical Ceilings/Acoustical Treatments	Flament Hampshire, Inc.	Superior, WI	1	\$115,440.00					
29	Laura Mac E.S.	Wood Flooring	Haldeman-Homme, Inc dba Anderson Ladd	Minneapolis, MN	3			\$44,133.00			
30	Laura Mac E.S.	Painting/Coatings	Northland Painting of Duluth	Duluth, MN	1	\$99,144.00					

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31	Laura Mac E.S.	Visual Display Surfaces - Supply	Platinum Visual Systems		Corona, CA	3			\$26,890.00	
32	Laura Mac E.S.	Folding Panel Partitions	Hufcor Minnesota, LLC		Golden Valley, MN	3			\$9,033.00	
33	Laura Mac E.S.	Metal Lockers	Lyon Workspace Projects		Aurora, IL	3			\$53,000.00	
34	Laura Mac E.S.	Athletic Equipment	H & B Specialized Products, Inc.		Minneapolis, MN	3			\$22,850.00	
35	Laura Mac E.S.	Window Treatments	Custom Drapery & Blinds by Michael Esch		Minneapolis, MN	3			\$10,232.00	
36	Laura Mac E.S.	Manufactured Casework	Haldeman-Homme, Inc		Minneapolis, MN	3			\$312,265.00	
37	Laura Mac E.S.	Elevators	Schindler Elevator Corp.		Eagan, MN	3			\$58,310.00	
38	Laura Mac E.S.	Fire Protection	Summit Fire		Duluth, MN	1	\$119,775.00			
39	Laura Mac E.S.	Plumbing & Heating Pipe	Gorham Oien Mechanical		Mora, MN	2		\$1,283,000.00		
40	Laura Mac E.S.	Electrical/Communication/Security/Technology	Benson Electric		Superior, WI	1	\$1,576,144.00			
41	Laura Mac E.S.	Sand Base	Ulland Bros, Inc.		Cloquet, MN	1	\$71,725.00			
42	Laura Mac E.S.	Landscape/Playground	MCI dba Multiple Concepts Interiors		Waite Park, MN	3			\$168,155.00	
general conditions	1	Laura Mac E.S.	Construction Waste Management	Veit	Duluth, MN	1	\$42,000.00			
	2	Laura Mac E.S.	Sanitary Facilities	Thompson Rental	Superior, WI	1	\$2,800.00			
	3	Laura Mac E.S.	Drinking Water	Michaud Distributing	Duluth, MN	1	\$1,100.00			
	4	Laura Mac E.S.	Telephone Service	Qwest	Duluth, MN	1	\$6,300.00			
	5	Laura Mac E.S.	Site Fencing	Keller Fencing	Grand Rapids, MN	2		\$12,800.00		
	6	Laura Mac E.S.	Temp Fuel & Gas	City of Duluth	Duluth, MN	1	\$60,000.00			
	7	Laura Mac E.S.	Temporary Power	Mn Power	Duluth, MN	1	\$24,000.00			
Totals							\$6,259,626.00	\$1,295,800.00	\$4,859,419.00	\$12,414,845.00
Percentage of Total \$\$							50.42%	10.44%	39.14%	100.00%
1	Lincoln Piedmont E.S.	Piedmont School Demolition	Alliance Steel		Superior, WI	1	\$269,000.00			
1	Lincoln Piedmont E.S.	Subcontractors & Suppliers		Mavo	Duluth, MN	1				
2	Lincoln Piedmont E.S.			Carlson Professional Svc	Duluth, MN	1				
2	Lincoln Piedmont E.S.	Building Concrete	Kelleher Construction		Burnsville, MN	3			\$904,669.00	
3	Lincoln Piedmont E.S.	Precast Concrete	Hanson Structural		Maple Grove, MN	3			\$253,358.00	
1	Lincoln Piedmont E.S.	Subcontractors & Suppliers		RJS Crane Rental	Superior, WI	1				
4	Lincoln Piedmont E.S.		Unit Masonry	Harbor City Masonry		Duluth, MN	1	\$2,007,750.00		
1	Lincoln Piedmont E.S.	Subcontractors & Suppliers		Reliable Retrofit Insul.	Brainerd, MN	2				
2	Lincoln Piedmont E.S.			Arrowhead Concrete Works	Hermantown, MN	1				
5	Lincoln Piedmont E.S.	Structural Steel/Metal Fab Supply	Dynamic Structural Steel		Proctor, MN	1	\$571,800.00			
1	Lincoln Piedmont E.S.	Subcontractors & Suppliers		Sherwin-Williams	Hermantown, MN	1				
6	Lincoln Piedmont E.S.		Steel Erection	Northern Industrial Erectors		Grand Rapids, MN	2		\$163,492.00	
7	Lincoln Piedmont E.S.	Carpentry & Overhead & Coiling								
7	Lincoln Piedmont E.S.	Doors	Lipe Brothers		Duluth, MN	1	\$285,600.00			
1	Lincoln Piedmont E.S.	Subcontractors & Suppliers		H & H Lumber	Superior, WI	1				

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Contractors	8	Lincoln Piedmont E.S.	Waterproofing & Damproofing	Kremer & Davis	Fridley, MN	3			\$59,600.00		
	9	Lincoln Piedmont E.S.	Joint Sealers	American Masonry	Fridley, MN	3			\$34,684.00		
	10	Lincoln Piedmont E.S.	Doors, Frames & Hardware	Northern Door	Duluth, MN	1	\$206,495.00				
	11	Lincoln Piedmont E.S.	Aluminum Entrances	Capital City Glass	Blaine, MN	3			\$345,324.00		
	12	Lincoln Piedmont E.S.	Drywall, Plaster, Stucco	Zintl	Stillwater, MN	3			\$261,849.00		
	1	Lincoln Piedmont E.S.	Subcontractors & Suppliers		Tamarack	Duluth, MN	1				
	13	Lincoln Piedmont E.S.	Tile	Superior Tile & Terrazzo	Forest Lake, MN	3			\$111,210.00		
	14	Lincoln Piedmont E.S.	Acoustical & Metal Ceilings	Flament-Hampshire	Superior, WI	1	\$124,250.00				
	1	Lincoln Piedmont E.S.	Subcontractors & Suppliers		USG	Cloquet, MN	1				
	15	Lincoln Piedmont E.S.	Wood Flooring	FLR Sanders	Princeton, MN	3			\$46,300.00		
	16	Lincoln Piedmont E.S.	Carpet/Resilient Flooring	Johnson Carpet Tile	Duluth, MN	1	\$155,900.00				
	17	Lincoln Piedmont E.S.	Terrazzo	Twin City Tile	St Paul, MN	3			\$269,680.00		
	1	Lincoln Piedmont E.S.	Subcontractors & Suppliers		Duluth Ready Mix	Duluth, MN	1				
	18	Lincoln Piedmont E.S.	Painting	Steinbrecher Painting	Princeton, MN	3			\$105,500.00		
	19	Lincoln Piedmont E.S.	Miscellaneous	Kendall Doors	Mankato, MN	3			\$57,651.00		
	20	Lincoln Piedmont E.S.	Lockers	Olympic Locker	Eden Prairie, MN	3			\$21,387.00		
	21	Lincoln Piedmont E.S.	Operable Partitions	Hufcor Minnesota	Golden Valley, MN	3			\$32,898.00		
	22	Lincoln Piedmont E.S.	Athletic Equipment	H & B Specialized Products	Eden Prairie, MN	3			\$22,634.00		
	23	Lincoln Piedmont E.S.	Finish Carpentry	Haldeman-Homme	Minneapolis, MN	3			\$359,657.00		
	1	Lincoln Piedmont E.S.	Subcontractors & Suppliers		St Germain's Cabinet	Duluth, MN	1				
	24	Lincoln Piedmont E.S.	Window Treatment	Custom Drapery & Blinds	Burnsville, MN	3			\$26,500.00		
	25	Lincoln Piedmont E.S.	Passenger Elevators	Schindler Elevator	Eagan, MN	3			\$53,210.00		
	26	Lincoln Piedmont E.S.	Fire Protection Systems	Ahern Fire Protection	Minneapolis, MN	3			\$117,066.00		
	27	Lincoln Piedmont E.S.	Mechanical	MD Mechanical	St Joseph, MN	3			\$2,432,000.00		
	1	Lincoln Piedmont E.S.	Subcontractors & Suppliers		Johnson Controls	Duluth, MN	1				
	2	Lincoln Piedmont E.S.	Subcontractors & Suppliers		Nothern Industrial	Hermantown, MN	1				
	3	Lincoln Piedmont E.S.	Subcontractors & Suppliers		Insulation	Duluth, MN	1				
	28	Lincoln Piedmont E.S.	Electrical	Electrical Systems	Ferguson Enterprises	Duluth, MN	1				
	1	Lincoln Piedmont E.S.	Subcontractors & Suppliers		Brainerd, MN	2		\$1,340,200.00			
	2	Lincoln Piedmont E.S.	Subcontractors & Suppliers		Gray Bar Electric	Duluth, MN	1				
3	Lincoln Piedmont E.S.	Subcontractors & Suppliers		C Rescent Electric	Brainerd, MN	2					
4	Lincoln Piedmont E.S.	Subcontractors & Suppliers		Simplex/Grinnell	Duluth, MN	1					
5	Lincoln Piedmont E.S.	Subcontractors & Suppliers		Johnson Controls	Duluth, MN	1					
6	Lincoln Piedmont E.S.	Subcontractors & Suppliers		ESC Supply	Proctor, MN	1					
6	Lincoln Piedmont E.S.	Subcontractors & Suppliers		Viking Electric	Duluth, MN	1					
29	Lincoln Piedmont E.S.	Demo, Earthwork & Site Utilities	Northland Constructors	Duluth, MN	1	\$1,535,211.00					
1	Lincoln Piedmont E.S.	Subcontractors & Suppliers		Hovland Masonry	Duluth, MN	1					
30	Lincoln Piedmont E.S.	Landscaping	AJ's Lawncare, inc.	Duluth, MN	1	\$47,500.00					



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31	Lincoln Piedmont E.S.	Chain Link Fences	Century Fence		Forest Lake, MN	3			\$11,186.00	
32	Lincoln Piedmont E.S.	Bituminous Built-Up Roof	McDowell Co		Waite Park, MN	3			\$699,700.00	
Totals							\$5,203,506.00	\$1,503,692.00	\$6,226,063.00	\$12,933,261.00
Percentage of Total \$\$							40.23%	11.63%	48.14%	100.00%

Contractors	1	Lincoln Park M.S.	Earthwork & Site Utilities	Veit	Duluth, MN	1	\$5,314,500.00			
	2	Lincoln Park M.S.	Site Concrete	Hovland	Hermantown, MN	1	\$245,000.00			
	3	Lincoln Park M.S.	Concrete	Kelleher Construction	Burnsville, MN	3			\$2,298,400.00	
	4	Lincoln Park M.S.	Precast Concrete	Molin Concrete	Lino Lakes, MN	3			\$2,084,728.00	
	5	Lincoln Park M.S.	Masonry	Rice Lake Construction Group	Deerwood, MN	2		\$3,788,650.00		
	6	Lincoln Park M.S.	Structural Steel/Supply	Le Jeune Steel Co	Minneapolis, MN	3			\$1,261,500.00	
	7	Lincoln Park M.S.	Steel Erection	Northern Industrial Erectors	Grand Rapids, MN	2		\$308,000.00		
	8	Lincoln Park M.S.	Carpentry	Tekton Construction	St Louis Park, MN	3			\$1,023,500.00	
	9	Lincoln Park M.S.	Structural Glue-Laminated Construction	Timber Systems, LLC	Lapeer, MI	3			\$521,532.00	
	10	Lincoln Park M.S.	Casework	Haldeman-Homme	Minneapolis, MN	3			\$736,354.00	
	11	Lincoln Park M.S.	Metal Panels & Roofing	Berwald Roofing	North St Paul, MN	3			\$2,246,949.00	
	12	Lincoln Park M.S.	Joint Sealers	Sunrise Speciality Contracting	Big Lake, MN	3			\$51,800.00	
	13	Lincoln Park M.S.	HM Frames, Doors & Finish Hardware- Supply	Sell Hardware, Inc.	Duluth, MN	1	\$303,150.00			
	14	Lincoln Park M.S.	Sectional Doors	Lipe Brothers	Duluth, MN	1	\$49,500.00			
	15	Lincoln Park M.S.	Tile	Grazzini Bros	Eagan, MN	3			\$251,900.00	
	16	Lincoln Park M.S.	Accoustical Ceilings & Treatments	Architectural Sales of MN, Inc.	Minneapolis, MN	3			\$532,000.00	
	17	Lincoln Park M.S.	Wood Flooring	Haldeman-Homme DBA Anderson-Ladd	Minneapolis, MN	3			\$153,489.00	
	18	Lincoln Park M.S.	Carpet/Resilient Flooring	MCI, Inc.	Waite Park, MN	3			\$316,351.00	
	19	Lincoln Park M.S.	Terrazzo Flooring	Advanced Terrazzo & Tile Co	Coon Rapids, MN	3			\$240,000.00	
	20	Lincoln Park M.S.	Paint, Coatings & Wall Coverings	Fransen Decorating, Inc.	Milaca, MN	3			\$254,652.00	
	21	Lincoln Park M.S.	Visual Display Boards-Supply	W.E. Neal Slate Co	Watertown, MN	3			\$37,690.00	
	22	Lincoln Park M.S.	Misc. Specialties - Supply	Kendall Doors	Mankato, MN	3			\$107,150.00	
	23	Lincoln Park M.S.	Theatrical Stage Equipment	Gopher Stage Lighting	Minneapolis, MN	3			\$276,927.00	
	24	Lincoln Park M.S.	Athletic Equipment	Haldeman-Homme	Minneapolis, MN	3			\$63,370.00	
	25	Lincoln Park M.S.	Window Treatment	Custom Drapery & Blinds	Burnsville, MN	3			\$60,389.00	
	26	Lincoln Park M.S.	Audience Seating	Haldeman-Homme	Minneapolis, MN	3			\$265,953.00	
	27	Lincoln Park M.S.	Pool Construction	Aqua Logic, Inc.	Waconia, MN	3			\$758,000.00	
	28	Lincoln Park M.S.	Fire Protection	Brothers Fire Protection	Duluth, MN	1	\$324,000.00			
	29	Lincoln Park M.S.	Mechanical	Gorham Oien Mechanical	Mora, MN	2		\$5,494,500.00		
	30	Lincoln Park M.S.	Electrical	Api Electrical Co	Duluth, MN	1	\$3,284,650.00			

DULUTH PUBLIC SCHOOLS

LRFP CONTRACTOR & SUPPLIER LISTING

Tuesday, December 7, 2010



Note: Tier One includes Duluth/Superior and adjacent communities

Note: Tier Two includes International Falls, Mora, Grand Rapids, Hibbing & Virginia. Many contractors within Tier Two are members of the Duluth Builder's Exchange

Note: Tier Three includes Twin Cities contractors and other contractors not defined as members of the Duluth Builders Exchange.

	Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total
31	Lincoln Park M.S.	Drywall	Olympic Co Inc.		Minnetonka, MN	3			\$596,000.00	
32	Lincoln Park M.S.	Elevator	Schindler Elevator		Eagan, MN	3			\$72,010.00	
33	Lincoln Park M.S.	Home Bldg Demo	Veit		Duluth, MN	1	\$42,800.00			
34	Lincoln Park M.S.	Metal Lockers	Olympus		Eden Prairie, MN	3			\$164,200.00	
35	Lincoln Park M.S.	Aluminum Windows	Egan Co dba InterClad		Plymouth, MN	3			\$997,000.00	
Totals							\$9,563,600.00	\$9,591,150.00	\$15,371,844.00	\$34,526,594.00
Percentage of Total \$\$							27.70%	27.78%	44.52%	100.00%

1	LRFP	Real Estate	F.I. Salter		Duluth, MN	1				
1	LRFP	Subcontractors & Suppliers		Ramslund and Vigen	Duluth, MN	1				
2	LRFP			Paul Loraas, attorney	Duluth, MN	1				
3	LRFP			David Oberstar, attorney	Duluth, MN	1				
4	LRFP			Edmunds Realty	Duluth, MN	1				
5	LRFP			Prodigy Realty	Duluth, MN	1				
6	LRFP			Edina Realty	Duluth, MN	1				
7	LRFP			A-1 Movers	Superior, WI	1				
8	LRFP			Wherley Movers	Duluth, MN	1				
9	LRFP			Terry Davis Construction	Duluth, MN	1				
10	LRFP			Van Dyke Home Inspections	Duluth, MN	1				
11	LRFP			Inspection Protection	Duluth, MN	1				
12	LRFP			Leone Residential Inspec.	Duluth, MN	1				
13	LRFP			Reuben Johnson & Sons	Superior, WI	1				
Totals							\$70,640,386.83	\$34,108,116.00	\$76,588,599.32	\$181,337,102.15
Percentage of Total \$\$							38.96%	18.81%	42.24%	100.00%

						TOTAL	\$181,337,102.15		
						TOTAL TIER ONE CONTRACTORS	156		41.71%
						TOTAL TIER TWO CONTRACTORS	23		6.15%
						TOTAL TIER THREE CONTRACTORS	195		52.14%
						TOTAL ALL CONTRACTORS	374		100.00%



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 101 East 3rd Street

Mailing Address: 215 North 1st Avenue East
Duluth, Minnesota 55802

Construction Management (218) 336-8907

Maintenance (218) 336-8906

Operations (218) 336-8905

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Memorandum

To: School Board Members

From: Kerry M. Leider

Date: November 30, 2010

Re: Long-range Facilities Plan Change Order Approval Information

Pursuant to School Board Resolution #B-8-08-2565, the following Change Orders pertaining to the Long-range Facilities Plan were approved during the month of November:

East Middle School

East MS LRFP – Athletic Field

Change Order #3, Bid #1146 – Frattalone Companies

Change Order increase to shift the batter's box, remove foul lines, install on deck circles, install two coaches' boxes and relocate the pitcher's mound

Add: \$12,638.00

East MS LRFP – Demolition

Change Order #5, Bid #1165, WS #1 – Gladstone Construction, Inc.

Change Order decrease to delete the door removal and saw cutting and remove the door opening

Deduct: \$1,725.00

East MS LRFP – Demolition

Change Order #6, Bid #1165, WS #1 – Gladstone Construction, Inc.

Change Order increase for overtime work to complete the 1966 classroom remodel addition and pool foundations

Add: \$4,644.00

East MS LRFP – Concrete

Change Order #7, Bid #1165, WS #2 – Northland Concrete and Masonry Company, LLC

Change Order increase for overtime work to complete the 1966 classroom remodel addition and pool foundations

Add: \$23,682.00

East MS LRFP – Concrete

Change Order #8, Bid #1165, WS #2 – Northland Concrete and Masonry Company, LLC
Change Order increase to demo the entry soffits at the 1st floor 1966 addition

Add: \$857.00

East MS LRFP – Concrete

Change Order #9, Bid #1165, WS #2 – Northland Concrete and Masonry Company, LLC
Change Order decrease to delete three lockers and raise the concrete base

Deduct: \$30.00

East MS LRFP – Concrete

Change Order #10, Bid #1165, WS #2 – Northland Concrete and Masonry Company, LLC
Change Order increase to patch the electrical and mechanical floor openings and pump water at the foundation

Add: \$8,854.00

East MS LRFP – Precast Concrete

Change Order #2, Bid #1165, WS #3 – Hanson Structural Precast Midwest, Inc.
Change Order increase for overtime work to complete the 1966 classroom remodel addition and pool foundations

Add: \$12,193.00

East MS LRFP – Masonry

Change Order #7, Bid #1165, WS #4 – Harbor City Masonry, Inc.
Change Order increase for overtime work to complete the 1966 classroom remodel addition and pool foundations

Add: \$10,507.00

East MS LRFP – Structural and Miscellaneous Metals

Change Order #2, Bid #1165, WS #6 – Northern Industrial Erectors, Inc.
Change Order increase to add stair modifications to the mechanical room and deduct for labor for electrical system revisions

Add: \$1,140.00

East MS LRFP – Carpentry Materials and Installation

Change Order #1, Bid #1165, WS #7 – Lipe Brothers Construction, Inc.
Change Order decrease for roof blocking changes and a credit for installation of two doors and hardware

Deduct: \$102.00

East MS LRFP – Carpentry Materials and Installation

Change Order #2, Bid #1165, WS #7 – Lipe Brothers Construction, Inc.

Change Order increase for overtime work to complete the 1966 classroom remodel addition

Add: \$780.00

East MS LRFP – Carpentry Materials and Installation

Change Order #3, Bid #1165, WS #7 – Lipe Brothers Construction, Inc.

Change Order increase to add an expansion joint and drains to the pool roof

Add: \$1,727.00

East MS LRFP – Roofing and Flashing/Mechanical

Change Order #8, Bid #1165, WS #11/29 – Thelen Heating and Roofing, Inc.

Change Order increase for stair modifications and additional insulation at the roof structure, to upsize VFD's, and to reroute pool sanitary waste

Add: \$14,170.00

East MS LRFP – Roofing and Flashing/Mechanical

Change Order #9, Bid #1165, WS #11/29 – Thelen Heating and Roofing, Inc.

Change Order increase for overtime work to complete the 1966 classroom addition and pool foundations

Add: \$38,990.00

East MS LRFP – Roofing and Flashing/Mechanical

Change Order #10, Bid #1165, WS #11/29 – Thelen Heating and Roofing, Inc.

Change Order increase to add an expansion joint and drains to the pool roof and cover the air gap in the wall with rubber and term bar to keep the elevator equipment dry

Add: \$13,760.00

East MS LRFP – Roofing and Flashing/Mechanical

Change Order #11, Bid #1165, WS #11/29 – Thelen Heating and Roofing, Inc.

Change Order increase to add a mop basin and piping, provide UC-5000 with two grooves in lieu of Centria IW-13A wall panels, and a back charge for patching the mechanical floor openings

Deduct: \$5,366.00

East MS LRFP – Joint Sealers

Change Order #1, Bid #1165, WS #12 – Carciofini Company

Change Order increase for additional caulking for the new hollow metal frame, control joints, plank and stair stringer

Add: \$990.00

East MS LRFP – Finish Hardware, Hollow Metal Frames, Wood Doors - Supply

Change Order #4, Bid #1165, WS #13 – Northern Door and Hardware, Inc.

Change Order increase to move the door frame and credit the door and hinges from one opening, add an overhead stop to the door, and provide a new fiberglass door

Add: \$563.00

East MS LRFP – Finish Hardware, Hollow Metal Frames, Wood Doors - Supply

Change Order #5, Bid #1165, WS #13 – Northern Door and Hardware, Inc.

Change Order increase to add an overhead stop to door 2161 and switch to hold open arms for four doors

Add: \$648.00

East MS LRFP – Auto Entrances, Storefronts, Curtain Wall and Windows, and Glazing

Change Order #2, Bid #1165, WS #15 – St. Germain’s Glass, Inc.

Change Order decrease to delete a W10 window

Deduct: \$653.00

East MS LRFP – Auto Entrances, Storefronts, Curtain Wall and Windows, and Glazing

Change Order #3, Bid #1165, WS #15 – St. Germain’s Glass, Inc.

Change Order increase for overtime work to complete the 1966 classroom addition and pool foundations

Add: \$1,530.00

East MS LRFP – Drywall and Plaster

Change Order #4, Bid #1165, WS #16 – RTL Construction, Inc.

Change Order increase for overtime work to complete the 1966 classroom addition and pool foundations

Add: \$12,511.00

East MS LRFP – Acoustical Ceilings

Change Order #4, Bid #1165, WS #18 – W.A. Schaefer & Son Contracting, Inc.

Change Order increase for overtime work to complete the 1966 classroom addition and pool foundations

Add: \$1,377.00

East MS LRFP – Carpet/Resilient Flooring

Change Order #3, Bid #1165, WS #19 – MCI, Inc. dba Multiple Concepts Interiors

Change Order increase for overtime work to complete the 1966 classroom addition and pool foundations

Add: \$3,426.00

East MS LRFP – Carpet/Resilient Flooring

Change Order #4, Bid #1165, WS #19 – MCI, Inc. dba Multiple Concepts Interiors
Change Order increase to add carpet to corridors in the '66 addition

Add: \$8,311.00

East MS LRFP – Fire Protection

Change Order #1, Bid #1165, WS #28 – Gorham Oien Mechanical, Inc.
Change Order increase for overtime work to complete the 1966 classroom addition and pool foundations

Add: \$331.00

East MS LRFP – Fire Protection

Change Order #2, Bid #1165, WS #28 – Gorham Oien Mechanical, Inc.
Change Order increase to demo and plug the pipe in the elevator

Add: \$208.00

East MS LRFP – Electrical

Change Order #9, Bid #1165, WS #30 – Benson Electric Company
Change Order increase for overtime work to complete the 1966 classroom addition and pool foundations

Add: \$46,537.00

East MS LRFP – Electrical

Change Order #10, Bid #1165, WS #30 – Benson Electric Company
Change Order increase to add four type K fixtures in the pool area and a back charge for patching electrical floor openings

Add: \$7,303.00

East MS LRFP – Landscaping and Sodding

Change Order #1, Bid #1165, WS #33 – Urban Companies, LLC
Change Order increase for overtime work to complete the 1966 classroom addition and pool foundations

Add: \$1,470.00

All Change Orders for East Middle School as listed above reflect a total increase of \$221,373.00 and with this expense, the project remains within the budgeted amount at this site.

Laura MacArthur Elementary School

Laura MacArthur ES LRFP – Asphalt Paving/Curbs/Walks

Change Order #2 Bid 1162, BP #1R (Contract #3210) – Ulland Brothers, Inc.
Change Order increase to provide additional paving and drain tile

Add: \$29,030.00

Laura MacArthur ES LRFP – Structural Steel/Steel Joists/Metal Deck - Supply
Change Order #3 Bid 1174, BP #3 (Contract #0512) – Dynamic Structural Steel, LLC
Change Order increase to supply additional angle

Add: \$2,124.00

Laura MacArthur ES LRFP – CIP Concrete/Slabs
Change Order #3 Bid 1178, BP #4 (Contract #0332) - Northland Concrete and Masonry Company
Change Order increase to provide stoop slabs

Add: \$7,566.00

Laura MacArthur ES LRFP – Masonry
Change Order #4 Bid 1178, BP #4 (Contract #0420) – Bedrock-Flint, Inc.
Change Order increase to provide CMU at the drinking fountain alcoves, revise the CMU wall at the kitchen, revise the CMU to install door frames at toilet rooms and for CMU changes due to revised door locations

Add: \$5,138.00

Laura MacArthur ES LRFP – Structural Steel - Erection
Change Order #3 Bid 1178, BP #4 (Contract #0510) – Red Cedar Steel Erectors Inc.
Change Order increase to install additional angle and a credit for installing angle due to clarification of drawings

Add: \$763.00

Laura MacArthur ES LRFP – Rough Carpentry/Accessories
Change Order #1 Bid 1178, BP #4 (Contract #0610) – RJS Construction Group, LLC
Change Order increase to install doors and hardware

Add: \$1,348.00

Laura MacArthur ES LRFP – Metal Doors/Frames/Wood Doors/Hardware Supply
Change Order #2 Bid 1178, BP #4 (Contract #0810) – Northern Door and Hardware, Inc.
Change Order increase to supply hardware per revisions

Add: \$3,764.00

Laura MacArthur ES LRFP – Tile
Change Order #1 Bid 1194, BP #5 (Contract #0930) – CD Tile and Stone, Inc.
Change Order increase to omit tile at two drinking fountain alcoves and for revisions to the tile to add doorways in lieu of openings

Add: \$941.00

All Change Orders for Laura MacArthur School as listed above reflect a total increase of \$50,674.00 and with this expense, the project remains within the budgeted amount at this site.

Lester Park Elementary School

Lester Park ES LRFP – Masonry/Damproofing and Waterproofing

Change Order #5, Bid 1164, WS #5 – Harbor City Masonry, Inc.

Change Order increase to install a hollow metal door frame required by City Code Review

Add: \$217.00

Lester Park ES LRFP – Sheet Metal Fabrication - Supply

Change Order #5, Bid 1164, WS #6 – Dynamic Structural Steel, LLC

Change Order increase for additional steel to change from angle brackets to tubes and bases

Add: \$5,730.00

Lester Park ES LRFP – Steel Erection – Structural and Miscellaneous Metals

Change Order #2, Bid 1164, WS #7 – Northern Industrial Erectors, Inc.

Change Order increase for locker bracket installation changes per City Code Review

Add: \$2,162.00

Lester Park ES LRFP – Plumbing/HVAC/Temperature Controls

Change Order #4, Bid 1164, WS #31 – MD Mechanical, Inc.

Change Order increase for storm piping revisions

Add: \$582.00

Lester Park ES LRFP – Demolition, Earthwork, and Site Utilities

Change Order #7, Bid 1164, WS #33 – Ulland Brothers, Inc.

Change Order increase to add concrete at six catch basins

Add: \$1,260.00

All Change Orders for Lester Park Elementary School as listed above reflect a total project increase of \$9,951.00 and with this expense, the project remains within the budgeted amount at this site.

Lincoln Park Middle School (West MS)

Lincoln Park MS LRFP – Site Earthwork, Excavation and Site Utilities

Change Order #4 Bid 1180, BP #1 (WS #1) – Veit and Company, Inc.

Change Order increase to thicken the road section in the area of soft soils

Add: \$7,628.00

Lincoln Park MS LRFP – Site Earthwork, Excavation and Site Utilities

Change Order #1 Bid 1184, BP #2 (WS #5) – Rice Lake Construction Group

Change Order decrease for additional cavity insulation and a deduct to use a different burnished block manufacturer

Deduct: \$21,120.00

Lincoln Park MS LRFP – Structural Steel and Metal Fabrications - Supply

Change Order #3 Bid 1184, BP #2 (WS #6) – LeJeune Steel Company

Change Order decrease to eliminate 1,240 stainless steel anchors from the gym area and replace with galvanized thru-bolt connections

Deduct: \$95,000.00

Lincoln Park MS LRFP – Carpentry

Change Order #1 Bid 1184, BP #2 (WS #8) – Tekton Construction

Change Order decrease to delete installation of homogeneous panels and auditorium ceiling clouds

Deduct: \$20,500.00

Lincoln Park MS LRFP – Metal Panels/Roofing

Change Order #1 Bid 1184, BP #2 (WS #11/12) – Berwald Roofing Company, Inc.

Change Order decrease to change fascias, soffits, wall panels and flashings from copper to mill-finished aluminum and change the siding and window trim to standard red copper

Deduct: \$193,195.00

Lincoln Park MS LRFP – Acoustical Ceilings and Treatments

Change Order #1 Bid 1184, BP #2 (WS #19) – Architectural Sales of Minnesota, Inc.

Change Order decrease to cut the existing 4' x 8' panel to accommodate the reduced gypsum deck

Deduct: \$548.00

Lincoln Park MS LRFP – Paint, Coatings and Wall Coverings

Change Order #1 Bid 1184, BP #2 (WS #23) – Fransen Decorating, Inc.

Change Order increase for additional painting material and labor

Add: \$465.00

All Change Orders for Lincoln Park Middle School as listed above reflect a total project decrease of \$322,270.00 and with this expense, the project remains within the budgeted amount at this site.

All project Change Orders listed on this report are available for review by School Board members upon request. If you wish to have copies of this information, please contact the Facilities Management Office.



FACILITIES MANAGEMENT

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Memorandum

To: School Board Members

From: Kerry M. Leider

Date: November 30, 2010

Re: Long-range Facilities Plan Construction or Professional Service Contracts

Pursuant to School Board Resolution #B-8-09-2660 the following Professional Service contracts pertaining to the Long-range Facilities Plan were signed by Bill Hanson during the month of November:

<u>Contractor</u>	<u>Amount</u>	<u>Description</u>
Northland Consulting Engineers	\$ 1,950.00	Retaining Wall #2 Redesign Submittal Review at Eastern High School
Braun Intertec Corp.	\$59,570.00	Construction Materials Testing at Piedmont School
Braun Intertec Corp.	\$ 2,750.00	Additional Geotechnical Evaluation for the Proposed Christ Lutheran Church Parking Lot
Keller Fence Company	\$ 5,535.00	Construction Fencing at East Middle School

The contracts listed above are available for review by School Board members upon request. If you wish to have copies of this information, please contact the Facilities Management Office.