

Kenai Peninsula Borough School District
Fireweed Academy
P.O. Box 474
Homer, AK 99603
(907) 235-9728 (phone) (907) 235-8561 (fax)
<http://www.kpbsd.k12.ak.us/fireweed/>

Members of the Kenai Peninsula Borough School Board,

March 26, 2010

On behalf of the Academic Policy Committee for Fireweed Academy, I would like to request that the Kenai Peninsula Borough School Board approve Fireweed Academy's request to enter into a lease agreement with Dave and Trudy Ritchie to house an expanded program for Fireweed Academy. This expansion in numbers and grade levels is outlined in Fireweed's Charter that was approved by the board in October 2006. After exploring many options, we have finally found a suitable building to meet our expansion needs. Our plan is to establish our K-2 program for the 2010/2011 school year this summer. At this time we will continue to house approximately 74 third through sixth graders in four classrooms at the West Homer Elementary campus. We will house approximately 36 Kindergarten through third graders at the Von Building, which will be referred to as Fireweed's Satellite campus. Parents of third graders will have the option of enrolling their students in either campus.

Currently we are in the second year of our third charter contract with the district. Therefore our lease must be limited to three years with the option to renew for five years when we renew our charter contract. The following plan will hopefully answer most of your questions and concerns. The text in rust color is taken from our charter contract with the KPBSD School Board. Thank you for supporting educational options for students and families in our district.

Respectfully submitted,

Kiki Abrahamson

Fireweed Academy Request for KPBSD Board Approval to Enter into a Lease Agreement.

According to School district Policy AR 6187, Charter school Guidelines:

A charter school may be operated in an existing School District facility or in a facility within the School District that is not currently being used as a public school, if the chief school administrator determines the facility meets requirements for health and safety applicable to public buildings or other public schools in the District.

Charter School Application/Contract Provisions (continued) E 6187(f)

The charter school shall be responsible for obtaining these inspections and shall be responsible for correcting any deficiencies in non-district facilities. The charter school shall maintain code compliance during the duration of the contract. Include:

a. The name of the facility, if applicable.

Von Building owned by Dave and Trudy Ritchie

b. The physical address and description of the facility.

813 East Road, Homer, Alaska 99603

4100 sq feet, one floor,

Open interior with sheer walls, but no partition walls: great visibility

Great egress: 4 ADA compliant doors with crashbars and one garage door.

On two large lots with extensive field for playground

On bus route and in line of sight from roof of Homer High School: tech access

This building was licensed as a daycare for 50 children. It was remodeled and brought up to code in 2006. John S. Bond, Deputy Fire Marshall from the office of the State Fire Marshall approved the plans for the remodeled building on April 12, 2006. Architectural drawings showing proposed building changes have been submitted to the State Fire Marshall's office.

The remodel of the interior involves adding an ADA bathroom, two double stall bathrooms, an ADA water fountain; and a double laundry sink to accommodate art project clean up. No significant structural changes are planned.

c. Certificates from DEC and the fire marshal indicating that the charter school facility satisfies all health and safety requirements of the federal, state and borough, and that the charter school will maintain that status.

Plan documents have been submitted to the State Fire Marshall.

Jack Cushing from KP Borough checked plan documents.

Certificates are pending approval of school board for Fireweed Academy to enter into a lease agreement so work can begin, be completed and inspected.

**Architect proposal from Peter Klauder attached*

d. Contracted services and the proposed contractor

Proposals have been submitted by the owner and bids received, but final contracts are pending school board approval of Fireweed Academy entering into a lease agreement. Proposed contractors include:

Steve Shank: Electric

All Seasons: Plumbing

Ray Clapp: City water main

Accel: Sprinklers and Fire Alarm

Energy Wise Construction: Carpentry

Lease Options

In negotiating the terms of the lease we discussed several options:

1. Owner responsible for remodel and amortizing the cost over the three years of the lease, rent \$7410 per month
2. Fireweed pays for required code compliant remodel, then pays \$4210 per month rent

The Fireweed Academic Policy Committee (APC) decided that it makes sense to use our fund balance to pay for remodels required to bring the building up to code and pay \$4210 per month rent. The APC also decided that we would rather control and pay utilities and fees rather than have them added to monthly rent charges.

*Preliminary lease attached

*Draft minutes of APC meeting attached

Fiscal Solvency

Even though Fireweed Academy has been one of the two lowest funded schools in the state for the past 12 years, we have proven to be academically excellent and fiscally solvent. We have currently approximately \$106,000 in our rollover fund balance that needs to be spent. We have been incredibly frugal and expend much effort in fund raising to support student activities.

Last year we successfully worked to pass legislation to improve state funding for small charter schools as well as charter and alternative schools bordering on acquiring separate school funding status. This translates into bringing our funding closer to that of schools with separate school status.

Revenue

The following table summarizes state revenue for the next three years:

	2010/2011	2011/2012	2012/2013
#Students	110	122	124
Multiplier	9096.75	9265.51	9426.23
Total	1,000,642.50	1,130,392.22	1,168,852.52

Expenses

Attached are two spreadsheets detailing our 2010/2011 Estimated Budget, separated into the two campuses per Dave Jones' request. Both campuses show a substantial balance and therefore demonstrate financial viability. As the year settles in, we will make adjustments where we can afford to as need dictates. Our viability is also supported by the fact that our rent will not be increased over the three years of the lease.

Staffing costs were determined approximating current district ratios. The secretary, principal, and special education teacher of Fireweed will serve both campuses. The WHE campus will continue with 4 full time teachers and one full time aide. The Satellite campus will be staffed with 2 full time teachers and a full time aide. Arrangements will be made with Pupil Services to fulfill Speech needs with Fireweed paying a proportion of the salary. As with other district schools staffing needs may be adjusted after students are registered and school starts to meet the needs of the students. * Staff payroll spreadsheets attached.

As with all projected budgets, these figures are estimates based on the most current actual costs we have available to us.

Liability insurance, both general and public official, is not location specific. Since we are a KPBSD school, liability insurance follows us wherever we are located. Fireweed Academy will pay Liability Insurance through the district's policy and the Lessors will pay fire and property insurance.

Enrollment

The following chart is taken from our Charter. Our plan has not been met because of the difficulties in finding facilities.

Recruitment plan for the next five years.

<i>Grade level</i>	<i>2007-08</i>	<i>2008-09</i>	<i>2009-2010</i>	<i>2010-2011</i>	<i>2011-2012</i>
<i>K-2</i>	<i>17</i>	<i>34</i>	<i>34</i>	<i>34</i>	<i>34</i>
<i>3-4</i>	<i>34</i>	<i>34</i>	<i>34</i>	<i>34</i>	<i>34</i>
<i>5-6</i>	<i>34</i>	<i>34</i>	<i>34</i>	<i>34</i>	<i>34</i>
<i>7-9</i>	<i>25</i>	<i>34</i>	<i>34</i>	<i>34</i>	<i>34</i>
<i>10-12</i>	<i>15</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>
<i>Totals</i>	<i>125</i>	<i>154</i>	<i>154</i>	<i>154</i>	<i>154</i>

This chart more accurately reflects our enrollment direction with the new facility. In 2012 our charter will be back up for renewal. We would expect to evaluate demand and adjust figures in our proposal at that time.

<i>Grade level</i>	<i>2008-09</i>	<i>2009-2010</i>	<i>2010-2011</i>	<i>2011-2012</i>	<i>2012-2013</i>
<i>K-2</i>			<i>34</i>	<i>46</i>	<i>48</i>
<i>3-4</i>	<i>36</i>	<i>36</i>	<i>36</i>	<i>36</i>	<i>36</i>
<i>5-6</i>	<i>39</i>	<i>40</i>	<i>40</i>	<i>40</i>	<i>40</i>
<i>Totals</i>	<i>75</i>	<i>76</i>	<i>110</i>	<i>122</i>	<i>124</i>

FY2010 applications for enrollment, March 26, 2010

Grade	Enrolled	FWA Sibling	Previous school
K	16	0	
1	6	2	6 PBE
2	10	1	6 PBE, 2McN, 1Chap , 1Nik
3	18	4	15 PBE, 1McN, 2 HomS
4	18	1	1 WHE, 1Con
5	21		
6	21	1	1 Chapman
Total	110		
Waitlisted	3		

Educational Justification

Fireweed Academy has just completed its 12th year of outstanding Academic Achievement. Fireweed students demonstrate consistent progress on all required measures of academic achievement required by the district and the state. They are also consistent winners in district and community events: Mind Amazes, Writer's Contest, Analytical Writing Assessment 5 Star papers, and Math Bowl. Fireweed has been rewarded by the Alaska Performance Incentive Program two years in a row. Fireweed's student population reflects comparable demographics to our community. We have comparable percentages of students with disabilities, ESL students, and families with low socioeconomic status. In fact this year we qualified for Title I services.

In order for our program's success to have more far reaching benefits we need to expand grade levels. Our proven methods should be expanded to include students in Grades K-2 so they have the constructivist base and Theme Immersion Model in the primary grades to prepare them for their move into our intermediate program.

The following excerpt from our Charter explains our Teaching Method and Curriculum. We would take these same methods and apply them to primary grade levels, supplementing them as necessary to ensure that State Standards are met. Our staff knows the standards and GLE's thoroughly. In order to accommodate transitions into other district schools, we will parallel the district choices, but apply constructivist principles, Theme Immersion, seminars, project and problem based learning.

13. Teaching Method/Curriculum

A. Explicit Teaching Methods

Theme Immersion is the model we have chosen to implement integrated instruction for students with diverse backgrounds, skills and learning styles. We chose the Theme Immersion model because it reflects Best Practices, can easily be mapped to standards, and facilitates student connections and accountability. The model allows us to employ constructivist principles to design activities and assignments. This model also constructs the scaffold for providing opportunities to make progress in all six of the learner outcomes in our Mission Statement, not just testable Academic Achievement. Within this Theme Immersion model we explicitly use Problem and Project Based Learning; Visual Math and Problem of the Week; Science and Social Studies Inquiry; Reading and Writing Workshop; Socratic Seminar; and Integrated Music, Physical Education and Discipline Based Art Education.

Our quarterly themes are broad issues with related subtopics that can be flexibly mapped to state curriculum standards. Through these methods we use relevant reading and writing assignments, and authentic activities and assessments that reflect student interest and choice. We value interaction and collaboration in a productive classroom where the content evolves as we explore the theme. Our themes are chosen using the following criteria: broad with lots of subtopics, connect to all content areas, meet standards, reflect student interest, address specific need, and best utilize available resources.

Our Math program has three components. Visual Math emphasizes conceptual mathematics education. Its methods are aligned with our philosophy and mission and have

proved very successful for students who stick with the program. Problem of the Week addresses math standards and connects mathematical skills and reasoning to authentic theme study. Skill instruction is the final component in which computation and mathematical skills are stressed.

The foundation of our language arts program is based on Whole Language concepts. For Reading Workshop, rather than separating students into ability groups, we do a variety of dynamic grouping. Literature Study Guides are designed to cover general reading concepts and strategies that all students can complete based on a text of their choice. Coupled with literature circles and enrichment projects, these methods give students opportunities to refine skills and meet standards regardless of reading ability. For Writing Workshop, we use a large variety of mentor books to initiate broad assignments embedded with student choice. All students are instructed in Six Trait writing regardless of their ability and given assistance when needed. We use the AWA rubric to assess writing and monitor progress with writing samples.

All our methods are Constructivist, map to State Standards, and reflect current research on Best practices and effective strategies. At Fireweed, we are more concerned with nurturing passionate learners who view themselves as readers, writers, and problem solvers.

Fireweed Academy
APC Draft Minutes
March 25, 2010

Members Present: Kiki Abrahamson, Pamela Baltzer, Shawnisty Webber, Corrie Haigh, Rachel Livingston, Stephanie Zuniga

Members Absent: Brad Faulkner, Bonnie Powell

Guests: Dave and Trudie Ritchie

The Ritchie's gave the APC their rough draft of lease agreement for the Von building. Ritchie's then left after some basic questions.

Corrie Haigh moved to approve the lease agreement with the offer of \$4,200 a month rent, with the agreement that Kiki A. had the authority from the APC to go up to \$4,500 a month rent, and FWA paying for improvements to be made to the building to bring it up to our requirements with Kiki as the supervisor of these improvements and costs. Stephanie Z. seconds the motion. Motion passes.

Meeting closes

Minutes submitted by Shawnisty Webber

COMMERCIAL LEASE AGREEMENT

This lease agreement is made this _____ day of _____, 2010, by and between Lessors, David and Trudy Ritchie and Lessees, Fireweed Academy Charter School, Kenai Peninsula Borough School District.

Lessor

David and Trudy Ritchie
P.O. Box 939
Homer, AK 99603
907-235-6948
907-399-1741
warmbrez@xyz.net

Lessee

Fireweed Academy Charter School
PO Box 474
Homer, Alaska 99603
907-235-9728
kabrahamson@kpbsd.k12.ak.us

Description of Leased Property

This agreement concerns the following described real property, hereinafter referred to as "the subject property".

The Von Building with street address of 813 East Road, Homer, AK 99603 and the lot it sits on, Lot 1, Carl A Sholin 1965 Addn Tract D, Owens Acres, Homer. In addition this lease covers use of Lot 2, Carl A Sholin 1965 Addn Tract D, Owens Acres, Homer.

Use of the Premises

The premises will be used as a charter school, operating under charter from the Kenai Peninsula Borough School District. Lessee may not use the property for any other purpose without first obtaining the written consent of the Lessors.

Fireweed Academy Charter School agrees to equip the school facility with classroom equipment, supplies and teaching staff, and to operate a public education program within the school facility. This may include the on-site addition of computer and telephone wiring along with computers and telephones as necessary. All such equipment shall remain the property of Fireweed Academy Charter School.

Fireweed Academy Charter School agrees to install and maintain a suitable fenced playground for their use. All such playground equipment and fencing shall remain the property of Fireweed Academy Charter School.

Term

The subject property is leased for the term of 3 years. The Lessees have the right to additional lease periods of 5 years each as the charter is renewed by the Kenai Peninsula School Board. Lease terms for these periods will be negotiated at that time.

Rent

Lessees shall pay the following monthly amounts for rent during this term:

Von building and Lot 1:

Term 1 August 15, 2010 to July 30, 2013 \$4,200/month, sales tax exempt

Lot 2:

Term 1 August 15, 2010 to July 30, 2013 10/month, sales tax exempt

The rent is due by the 1st day of each month, by electronic funds transfer into account designated by Lessors. If the rent is paid after the 5th day of any month, there is an additional \$100 late fee due, plus \$10 for every day after the 5th until the rent is paid in full.

Leasehold Improvements

Fireweed Academy Charter School requests that they be allowed to make the itemized leasehold improvements as shown on the attached addendum and to pay for these improvements. These are improvements required to meet codes, regulations and specific needs of the Fireweed Academy Charter School.

Utilities and Related Services

Lessee will be responsible to put utility and related services accounts into their own name and to maintain and pay these expenses. These expenses include, but may not be limited to, electricity, fuel oil for heating, water and sewer, driveway and parking lot plowing and sanding and salting as needed, sidewalk shoveling, telephone/internet and refuse removal.

Lessee will be responsible to maintain the grounds and landscaping in front of and on the west side of the leased building. This includes watering and fertilizing if needed. Lessee will replace any plants, shrub or trees which may be damaged by their use of the building.

Sublet

Lessees may not assign this agreement or sublet the subject property without the prior written approval of the Lessors.

Security Deposit

Lessee will pay Lessors a security deposit in the amount of \$5,000. This security deposit will be returned in full only when:

Lessee has fully performed all obligations under this lease agreement, as well as any other obligations imposed by law.

Lessee occupies the premises for the entire term of this lease.

Lessee is current in all rent, late charges and other fees owed Lessors at the time of the lease termination.

Lessee has cleaned, repaired and restored the premises to its original condition, except for reasonable wear and tear.

Lessors may deduct from the security deposit the following charges:

Any charges permitted by Alaska law.

Charges for normal move-out cleaning which was lessee's responsibility but which Lessee did not fulfill.

Repairs for damages to the premises or grounds.

Expenses related to replacing locks or keys if Lessee does not provide keys to all locks at the end of the lease.

Lease payments, late charges or other fees still due the Lessors.

Attorney fees and other reasonable charges for costs expended on evicting the Lessee.

Real Property Taxes

Lessors will be responsible for the payment of all real property taxes and any other assessments assessed against the subject property during the term of this lease.

Insurance

Lessee will be responsible for obtaining and maintaining liability insurance as needed for their use of the building. Lessors will be named as additional insured on this policy. Lessors must be given 30 days advance notice if the insurance coverage is to be cancelled or changed for any reason.

Lessee's Obligations

To keep the building, grounds and parking areas clean and in good repair and to generally take good care of the property.

To comply with all local, state and federal laws and to refrain from using the premises in any fashion inconsistent with said laws.

To refrain from using the subject property in any fashion inconsistent with quiet neighborhood standards, including the keeping of anything unsightly, hazardous, noisy or dangerous including dangerous animals.

To refrain from keeping any inoperable motor vehicles or any part thereof on the subject property.

To properly dispose of all rubbish, garbage and waste in a clean and sanitary manner in reasonable and regular intervals and to assume all costs of extermination and fumigation for infestation caused by the Lessee's actions.

To properly use and operate all electrical, heating, plumbing and any other fixtures and appliances.

To refrain from engaging in any activity which could result in civil liability to the Lessors.

To maintain to Alaska state requirements the emergency exit signs and emergency lighting and to keep current anything required by the State of Alaska Fire Marshall, as shown by their inspections, if any.

To keep the subject property free from any liens and encumbrances resulting from Lessee's actions.

To remove snow and ice from sidewalks, driveways and parking areas and to maintain the grounds in a safe, sanitary and neat manner.

Lessors Obligations

Lessors are responsible to allow Lessee occupancy and quiet enjoyment of the subject property during the lease term.

Lessors will maintain the roof, exterior walls, foundation, plumbing and electrical systems. Lessors will maintain the Toyo heating stoves, however they will not be responsible for service calls due to Lessees misuse or abuse of these appliances. Please be aware that during times of heavy, blowing snowfall it is possible that the outside vent of each Toyo stove may need to be cleared of snow. Lessors will not be responsible for plumbing service calls or repairs due to Lessees misuse or abuse of the plumbing fixtures.

Repairs and Improvements

Any alterations to the subject property to accommodate the Lessee must be done with the Lessors written consent and will be at the sole expense of the Lessee. Routine maintenance, interior painting and exterior and interior cleaning will be the responsibility of the Lessee. Routine maintenance and minor repairs of the Toyo heating stoves will be the responsibility of the Lessee. Replacement of, or major repairs to, the Toyo heating stoves will be the responsibility of the Lessors.

At the termination of the lease, Lessors will have the option of either accepting Lessee's improvements or requiring that Lessee return the premises to the original condition.

Damage to the Premises

Lessee is responsible for any damage to the subject property if this damage was caused by the Lessee, Lessee employees, clients or any others allowed into the property by the Lessee.

Indemnification and Hold Harmless

Lessee agrees to release Lessors, their agents, employees and representatives and to indemnify and hold such persons and entities harmless, from any claims for damages for injury to Lessee, Lessee's employees, clients and any other persons on the subject property with the Lessee's permission by reason of any condition of the subject property within the control and responsibility of Lessee, or arising from lessee's activities conducted on the subject property.

Events Constituting Default

Lessee's right to occupy the property will, at Lessor's discretion and option, cease should Lessee allow any such conduct on the subject property:

Any conduct which constitutes a default under Alaska law.

Failure to comply with any material term of this agreement, including payment of the rent.

Commit Waste of the property, beyond normal wear and tear and to fail to cure such waste within the time permitted by law

Abandon the property by permanently leaving the subject property, by allowing any utility to be cut off.

In the event of a default, Lessors shall give Lessees written notice of the default and a ten (10) day opportunity in which to cure. If the default is not cured by this deadline, this agreement shall terminate and Lessors may immediately take possession of the subject property. In addition to other damages permitted by law, Lessors may recover future rent due under this agreement, adjusted to account for Lessors obligation to reasonably mitigate their losses.

Access

Lessors, their agents and employees have the right to enter the subject property for the following purposes:

- any purpose permitted by Alaska law.
- to inspect the property
- to make necessary repairs, additions or alternations if appropriate
- to control emergency situation and to protect the property

Absent exigent circumstances, Lessors may enter the subject property only after giving up to 48 hours advance notice to Lessee.

Destruction or Condemnation or the Leased Property

In the even the subject property is destroyed or made unusable by fire or natural causes, or is the subject of condemnation proceeding by any government authority this agreement will terminate at the option of either party. Lessee will bear the risk of any resulting loss, including loss of right to possession, loss of contents. A pro rata reimbursement of any prepaid rent will be made to account for the early termination of the lease period.

Liens and Encumbrances

Lessee agrees to keep the subject property free and clear of all liens and encumbrances. lessee agrees to pay for all work performed on the subject property in a timely fashion and in such a way to keep the subject property free and clear of all liens and encumbrances.

Complete Agreement and Applicable Law

Upon execution, this agreement shall become binding upon and inure to the benefit of the parties and respective heirs, executors, administrators, successors and assigns. This agreement and the documents referred to herein shall be deemed to contain all the terms and conditions agreed upon, it being agreed that there are no outside conditions, representations, warranties or other agreements, written or oral. Any additions or modifications to this agreement must be in writing and signed by both parties. This agreement will be interpreted according to the laws of the State of Alaska. The prevailing party in any litigation arising under this agreement shall be entitled to its actual, reasonable costs and attorney's fees. The venue of any litigation will be in the Homer Venue District, Third Judicial District, State of Alaska.

Addendums:

Leasehold Improvement Agreement

Move in/Move out form

Keys receipt form

Leasehold Improvements

Fireweed Academy Charter School requests the following leasehold improvements be made to the Von Building. These improvements are to be paid for by Fireweed Academy Charter School

The following is a list of good faith estimates from licensed experienced contractors.

Sprinkler system	\$32,353.00
Waterline installation to service sprinkler system	\$9,500.00
Carpentry to build one ADA compliant bathroom and 2 additional 2 stall bathrooms and 5 new windows (4' by 4' openers) on south end of building	\$14,000.00
Plumbing for bathrooms, water fountain and art/laundry sink	\$18,915.00
Electrical as needed for these changes	\$2,850.00
Flooring for bathrooms and art sink area	\$2,000.00
Fire alarm system, if needed	\$13,236.00
Permits and Fire Marshall Change of Use Permit	\$1,000.00
Misc Construction expenses (dumpster, toilet etc)	\$1,000.00
Total	\$94,854.00

In addition there may be fees for

Architectural/Engineering fee	\$14,000.00
Construction oversight fee	\$5,000.00
Total including these fees	\$113,854.00

Fireweed Academy Charter School has the right to choose how to pay the expenses, either as each portion is completed in full or through the length of the lease on a monthly basis. If paid on a monthly basis based on \$100,000 estimate, with 8% interest and fees and a 36 month repayment schedule the monthly payments would be about \$3200.

The total monthly payment due would be \$4,200 rent and 3,200 leasehold repayment expense for a total due of \$7,400.

2010/2011 Estimated Budget
Fireweed Academy Satellite Campus

			Revenue	Expense	Balance
Students/legislative funding	36	9096.75	\$327,483.00		
indirect cost	0.0493			\$16,145.00	\$311,338.00
Staff and sub salaries/benefits				\$186,585.00	\$124,753.00
Volunteer Nurse				\$0.00	\$124,753.00
Speech				\$15,500.00	\$109,253.00
Volunteer Custodian				\$0.00	\$109,253.00
Copies				\$2,100.00	\$107,153.00
Supplies				\$5,000.00	\$102,153.00
Discretional				\$400.00	\$101,753.00
Adm Travel and Supplies				\$400.00	\$101,353.00
Advertising, Postage, Telephone				\$1,000.00	\$100,353.00
Facility-water				\$3,000.00	\$97,353.00
Facility-Garbage				\$800.00	\$96,553.00
Facility-electricity				\$3,000.00	\$93,553.00
Heating/fuel				\$3,000.00	\$90,553.00
Custodial Supplies				\$1,000.00	\$89,553.00
Liability				\$1,800.00	\$87,753.00
Workers comp				\$1,500.00	\$86,253.00
Pupil transportation				\$300.00	\$85,953.00
Lunch				\$0.00	\$85,953.00
Rent @4200				\$50,400.00	\$35,553.00
Snow removal/sanding				\$1,200.00	\$34,353.00
Sprinkler/fire alarm fees				\$2,092.00	\$32,261.00

Fireweed WHE Campus Estimated FY10/11 Budget

			Revenue	Expense	Balance
Students/legislative funding	74	9096.75	\$673,159.50		
indirect cost	0.0493			\$33,187.00	\$639,972.50
Staff and sub salaries/benefits				\$440,804.00	\$199,168.50
Nurse				\$18,000.00	\$181,168.50
Speech				\$15,500.00	\$165,668.50
Custodian				\$28,000.00	\$137,668.50
Copies				\$2,100.00	\$135,568.50
Supplies				\$10,000.00	\$125,568.50
Discretional				\$900.00	\$124,668.50
Adm Travel and Supplies				\$1,800.00	\$122,868.50
Advertising, Postage, Telephone				\$2,500.00	\$120,368.50
Facility-water				\$1,800.00	\$118,568.50
Facility-Garbage				\$400.00	\$118,168.50
Facility-electrcity				\$10,000.00	\$108,168.50
Heating/fuel				\$26,000.00	\$82,168.50
Custodial Supplies				\$2,000.00	\$80,168.50
Liability & Property Insurance				\$5,720.00	\$74,448.50
Workers comp				\$4,244.00	\$70,204.50
Pupil transportation				\$603.00	\$69,601.50
Lunch				\$1,299.00	\$68,302.50

Homer Fireweed Charter School Scope of Work and Fee Proposal

Date 3-10-2010

Project # 1011

Homer Fireweed Charter School
813 East End Road
Homer, Alaska
99603

RE: Homer Fireweed Charter School Renovation

Dear, Kiki Abrahamson

Klauder & Company is pleased to submit the following proposal for renovation to an existing building to house the Fireweed Charter School. After carefully reviewing all the information gathered to date and the fee proposals provided by our consulting engineers, I have pulled together a Scope of Work and Fee Proposal for this project as follows.

Scope of Work

Klauder & Company Architects shall provide architectural design, drafting and coordination with the consulting engineers and building officials as required for the referenced project.

The project basically entails adding two or three bathrooms to an existing 4,136 sf building. The reason the state fire marshal is requiring stamped drawings is that the occupancy is changing from a furniture store (M Occupancy) into a charter school (E Occupancy).

The charter school will house grades K - 3. The client anticipates 40 student when they open and 4 adults in the building at any given time.

The building is a wood frame (probably 2x6 but maybe 2x4, to be verified), single story, gable roof (wood trusses) with asphalt shingles, slab on grade structure. The building is on city water and city sewer. The occupant load (over 49) of the build shall require it to be fire sprinkler protected. Three additions to the existing building were added on in 2006 when the building changed from a day care to a furniture store. The 2006 Record Drawings include stamped structural drawings (which also went back and did corrective measures to the original building) and stamped electrical drawing. We are not adding on to the foot print of the building and so far to my knowledge not changing the openings in the exterior walls.

There are some windows that are apparently framed but need to have windows installed. Ventilation by operable windows needs to be checked. The addition of new windows if necessary to meet ventilation requirements is not included in this scope of work and could require structural review of the seismic design. There are some interior shear walls to remain. I have determined with the state fire marshal that no structural engineered drawings are required (provided we do not need to cut additional holes in the perimeter walls for new windows). There is a current As Built survey of the existing building on site.

The "Total Proposed" (plumbing fixtures) below is based on the clients sketch to me.

A very preliminary review of occupant load and plumbing requirements yields:

Gross Area = 4,136 sf
 RR + Jan + Mech = 400 sf
 Exterior wall thickness = 400 sf
 Net Area = 3,336 sf
 Occupant Load Factor for Education = 20 Net
 $3,336 / 20 = 167$ total occupants
 $167 / 2 = 84$ men and 84 women

Plumbing: Sink	WC	Lavs	DF	Service
Code Requires	Men and Woman 1:50	Men and Woman 1:50	1:100	1 required
This Project	2 each men and women	2 each men and women	1 ADA pair	1 required
Total Required	4	4	2	1
Total Proposed	5	5	2	2

Schedule: Fireweed Charter School needs to move students in by approximately August 15th. Klauder & Company needs to deliver "Permit" drawings to the Fire Marshal by June 1st.

Fee Proposal

Architectural Design by Klauder & Company

- Code Review
- Title Sheet, General Notes, Legends, Abbreviations
- Overall Coordination with Consulting Engineers
- Proposed Architectural Site Plan
- Existing / Demo Floor Plan
- Proposed Floor Plan
- Enlarged Floor Plans as needed
- Reflected Ceiling Plan
- Building Elevations
- Partial Building Section
- Interior Elevations as needed
- Details as needed
- Door Schedule
- Permitting Phase, coordination with Fire Marshal

Sub Total Architectural Design Fee: \$9,500

Electrical and Mechanical Engineering by CAEC \$4,500

(see attached proposal)

TOTAL PHASE I PROPOSED DESIGN FEE \$14,000

Should you choose to accept this proposal, a retainer fee of approximately 25% or \$3,500 shall be required.

Per Trip expenses if needed:

Architectural per Trip Fee: \$1,000

Electrical and Mechanical Engineering per engineer per Trip Fee \$750

The Fee Proposal Includes:

1. A line item for a site visit to Homer prior to design or during design (line item because this may or may not be necessary). The client is going to provide photos and if we need to make a site visit we may not all need to go; for now each discipline has included a site visit number. If you need us to make an inspection during construction this number will also help you budget for that expense.
2. We shall provide 11 x 17 review sets as needed and three (3) sets of 11 x 17 For Construction documents. All additional sets and any and all 22 x 34 sets shall be billed separately as a Reimbursable Charge for Time and Expense incurred.
3. Bid phase and Construction Administrative service shall be billed on a Time & Expenses basis, or will be negotiated after the design drawings are complete as you desire.
4. Expenses for copies, "in-house" review sets, telephone bills, and shipping are included in the fee.

Exclusions and Clarifications:

This Fee Proposal specifically excludes the following services and expenses:

- No Civil Engineering is included in this proposal.
- No Structural Engineering is included in this proposal.
- All Permit and Plan Review Fees are excluded from this proposal and shall be paid by others.
- No book type Specifications are included in this proposal. Finish materials shall be called out on the drawings.
- Fire Sprinkler Protection System is not included in this proposal. This system, when required, is typically designed and installed by licensed and certified sub contractors.
- Fire Alarm System is not included in this proposal. This system, when required, is typically designed and installed by licensed and certified sub contractors.
- Potable water treatment if necessary is by others and is not part of this proposal.
- Construction Administration Services are not included in this proposal. We can provide these services on an as-needed hourly basis or as a separate lump sum fee proposal for CA services if desired.
- This contract is for Limited Architectural Services only.
- Please review the attached consulting engineers discipline specific fee proposals for additional clarification on exclusions.

All architectural design, drafting and coordination beyond the Scope of Work described shall be provided on an hourly rate basis. Additional sub consultant services shall be billed at cost plus 10% to cover coordination and handling expense for Prime Consultant.

If you have any questions, please do not hesitate to contact me. I appreciate this opportunity to be of service.

Sincerely,
Klauder & Company Architects, Inc.

Peter Klauder
Principal Architect

Agreement: Your signature below represents the understanding between you and Klauder & Company Architects with respect to Klauder & Company Architects providing architectural services to you. If you agree with the terms and conditions, please indicate so by signing in the space provided below and returning this document to Klauder & Company Architects.

Accepted By: _____ Date: _____
Signature

Print name of signature above